



EMPLOYEE HANDBOOK

A PPL Partnership

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Partnership Academy's mission is to create learning experiences and partnerships that empower students to achieve their greatest potential in order to be positive contributors in their community.

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EMPLOYMENT AT PARTNERSHIP ACADEMY

Mission Statement

Partnership Academy’s mission is to create learning experiences and partnerships that empower students to achieve their greatest potential in order to be positive contributors in their community.

Welcome to Partnership Academy! We hope that you have a long and productive relationship with our school. The purpose of this employee handbook is to provide you, as an employee of Partnership Academy (or the “School”), with general information regarding the policies and procedures of the School. Employment with Partnership Academy is **at will** and entered into voluntarily. The employee is free to resign at will at any time, with or without cause. Similarly, Partnership Academy may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. Nothing in this employee handbook or in any other documents (such as benefits summaries, performance evaluations, or any other written or verbal communications) should be construed to create an employment agreement (either expressed or implied) for a specified period of time. Only the Executive Director or the Board of Partnership Academy, by majority vote, has the authority to make any individual employee agreement contrary to at-will employment, and any such agreement must be in writing and signed by the employee and the Executive Director and/or a member of the Board. The guidelines in this employee handbook are applicable to all employees and supersede and replace any and all prior policies, guidelines, handbooks, or other publications related to personnel policies, that may have been previously followed or distributed by Partnership Academy. Employees are expected to know and observe the policies accordingly. In addition, members of management have a special responsibility to become familiar with, observe and enforce Partnership Academy’s policies and procedures in order to help employees understand and comply with the policies.

While the policies and procedures outlined in this handbook may be modified from time to time as the needs of Partnership Academy and its employees change, Partnership Academy strongly believes that the value of this handbook is greatly diminished if its contents are not taken seriously and uniformly followed by all employees including those in supervisory roles. No employee handbook can anticipate every circumstance or question about policy. As Partnership Academy continues to develop the need may arise and Partnership Academy reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is Partnership Academy’s employment-at-will policy permitting you or Partnership Academy to end our employment relationship for any reason at any time. Employees will, of course, be notified of such changes to this Employee Handbook as they occur.

You should refer to this handbook or speak to the Executive Director whenever you have questions about Partnership Academy’s policies, practices or benefits.

Equal Employment Opportunity (EEO) Statement/Anti-Discrimination

Partnership Academy is an equal opportunity employer. The School prohibits discrimination of any type. The School applies its policies equally to employees and applicants, without regard to race, color, creed religion, sex, national origin, age, disability, veteran status, sexual orientation or any other characteristic protected by Minnesota, federal or local law. The policy of equal employment opportunity and anti-discrimination applies to all aspects of the relationship between the School and its employees, including but not limited to:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary
- Employee benefits and application of policies

The policies and principles of equal employment opportunity also apply to the selection and treatment of independent contractors, individuals employed by temporary agencies and any other person doing business with Partnership Academy.

The Executive Director of the School will be responsible for the dissemination of this policy. Directors and supervisors are responsible for implementing equal employment practices within each department. The Executive Director is responsible for the School's overall compliance and shall maintain personnel records in compliance with applicable laws and regulations.

Employee Background Check

- A. In accordance with state law, Partnership Academy must require all applicants for School positions who receive an offer of employment to submit to a criminal history background check. Offers of employment will be conditioned upon successful completion of a background check.
- B. To ensure compliance with state law, Partnership Academy will require employees to undergo background screenings periodically during employment.
- C. A criminal conviction does not automatically bar an applicant from employment. When the results of the background check are received the Executive Director will evaluate the applicant's fitness for employment in light of the results of the criminal background check to determine whether the results reasonably bear on the applicant's trustworthiness or the safety or well-being of the School's students, employees, and other School community members. In reviewing the results, factors such as the offense and the

position for which the applicant is being considered and the length of time since the offense was committed will be utilized in determining whether or not the applicant will continue to be considered for the vacancy. If information obtained in a background check will lead Partnership Academy to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy.

- D. While this handbook does not apply to volunteers, it is important to note, for the safety of our students and staff, all volunteers, including family members and chaperones, must complete a background check as well as a Volunteer Application prior to their first volunteer date. An individual may be denied of his/her volunteer request based on the results from the background check and may not be granted permission to participate.

Accommodations of Disabilities

In accordance with the Americans with Disabilities Act and the Minnesota Human Rights Act, any disabled applicant or employee who requires an accommodation to perform their job should contact their supervisor or the Executive Director to request an accommodation. The employee should specify what accommodation(s) are needed to perform the essential functions of the job. Generally, an employee's need for reasonable accommodation is investigated and the School will identify possible accommodations, if any, which will help the disabled individual, perform his or her job functions.

If the accommodation is reasonable and will not impose an undue hardship upon the School, Partnership Academy will make a reasonable effort to provide such accommodation. Some of the factors to be considered include the nature of the employee's condition or injury, the information then known about the time period during which the employee is not able to perform the essential functions of the job and the feasibility for the School of continuing to provide the accommodation. The employee and Partnership Academy need not agree on an accommodation. The law allows the employer to unilaterally implement an accommodation the employer believes is reasonable after going through an interactive process with the employee.

If an employee has permanent restrictions that prevent the employee from performing the essential functions of his or her job with or without reasonable accommodation, the employee's position may be filled pursuant to the regular interview process (unless the employee is on qualified leave). Whether the employee is able to secure a vacant position for which he or she can perform the essential functions, with or without accommodation, will be determined on a case-by-case basis, consistent with Partnership Academy's policies.

Immigration Law Compliance

In accordance with the 1986 Immigration Reform and Control Act, all employees (new employees and those being rehired) will complete an Employment Eligibility Form I-9 and present documents that establish identity and employment eligibility. This will take place after an employment offer is made but before the employee begins work.

Outside Employment and Employee Conduct

In order for Partnership Academy to continue to provide the best service to our students, we request the full attention and efforts of our talented employees. Partnership Academy's focus on shared values, purpose and vision precludes the endorsement of employees seeking outside employment. Any employee holding a job with another organization must always demonstrate satisfactory performance in his or her job responsibilities with Partnership Academy. All employees will be judged by the same performance standards and will be subject to Partnership Academy scheduling demands, regardless of any existing outside work requirements.

If Partnership Academy determines that an employee's outside work interferes with performance or the ability to meet work responsibilities, the employee may be asked to terminate the outside employment in order to remain employed with Partnership Academy. Outside employment presents a conflict of interest if it prevents an employee from satisfactorily performing job duties or negatively impacts Partnership Academy's reputation or quality of the services provided to the School's students.

Employees are expected to act in a manner that enhances and/or preserves the reputation of Partnership Academy. Partnership Academy expects its employees to act ethically and professionally. Employees are expected to conduct themselves in a manner that is not contrary to any law or Partnership Academy policies, including our policies prohibiting discrimination, harassment and retaliation. Employees are expected to report suspected violations of School policies to the Executive Director immediately.

Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Partnership Academy wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Executive Director or designee for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Partnership Academy's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

The conflict of interest provisions set forth in the Minnesota Charter School Statute do not apply to compensation paid to a teacher employed by the charter school who also serves as a member of the charter school board. Minn. Stat. § Section 124E.14 (b).

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that the employee disclose the conflict of interest or potential conflict of interest to an officer or administrator of Partnership Academy as soon as possible so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Partnership Academy does business, but also when an employee or relative receives any

kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Partnership Academy.

Employment Classifications

All employees of Partnership Academy are categorized as either exempt or nonexempt pursuant to federal and state law.

Employees will also be classified as full-time or part-time. Full-time employees are those employees who are regularly scheduled to work a 40-hour work week. All other employees are considered part-time. Employment categories do not guarantee employment for any period of time and employment is always at-will.

Categories of Employees

- **Regular Full-time** – Employees who are regularly scheduled to work 40 hours per week and maintain continuous, regular employment status.
- **Regular Part-time** – Employees who are regularly scheduled to work fewer than 40 hours per week and maintain continuous, regular employment status.
- **Exempt Employees** – Employees who are not entitled to overtime for hours worked in excess of 40 hours per week based upon certain criteria as provided under state and federal law.
- **Non-exempt Employees** – Employees who are entitled to overtime pay at the rate of one and one-half (1½) times the employee’s regular hourly rate for all hours worked in excess of 40 hours in an individual work week. Non-exempt employees must receive approval from the Executive Director or designee prior to working overtime. Failure to receive pre-approval for overtime may result in discipline, up to and including termination. **Non-exempt staff shall have a duty free lunch.**

Work Hours, Absences and Punctuality

Full-time staff is required to be on time and ready to work at the School premises from 8:00 a.m. until 4:00 p.m., Monday through Friday. All staff are required to attend the required events outlined on the annual Required Events Schedule published at the beginning of each school year. If an employee is unable to attend a required school event, they must find someone to switch with and must notify their supervisor and “Event Captain” of the change. If an unforeseen absence occurs during a required event the employee will be required to use personal time and will not be allowed to use flex time.

No staff is permitted to take students out of the building without a signed permission slip from the student’s parent or guardian with the limited exception of Physical Education class in the Activities Building. Students may not visit the homes of staff during school hours or during any school related events/functions. If, however, a student does visit the home of a staff member during either of these times, a parent and/or guardian must accompany the student at all times. Staff must inform the Executive Director or designee and/or their supervisor of all visitation made by students into their home.

Partnership Academy values ongoing professional development. Partnership Academy will designate Professional Development Days in order to ensure quality in all instructional and non-instructional areas

of expectations. All Professional Development Days are mandatory. If an employee misses training without a valid excuse from their supervisor and/or fails to make up any missed training, the employee will be disciplined up to and including termination.

All employees are expected to maintain satisfactory attendance and report to work on time every day. Absences, late arrivals and early departures must be kept to a minimum. Absences and tardiness create an unfair burden to co-workers and should be avoided. Chronic tardiness/excessive absences may result in disciplinary action up to and including termination.

Communication Plan and Expectations for Tardies and Absences

- A. Planned Absences -**
 - 1. Put request into online HR Bamboo system.
 - 2. Supervisor will review the time off request and the Executive Coordinator will put it on the school calendar if approved.
 - 3. Once approved, inform your team that you will be out.

- B. Unplanned Absences**
 - 1. Send an email to your supervisor, the Executive Coordinator and your team to let them know you will not be in.
 - 2. Executive Coordinator will add it to the school calendar.
 - 3. Enter the time off into online HR Bamboo system. If it is not entered within 2 work days of the date of absence, the Executive Coordinator will automatically deduct it from your personal time.

- C. Tardies –** Employees are responsible for securing coverage for their assigned duties until arrival. Late employees must make every attempt to locate and speak with their immediate supervisor and the Executive Coordinator upon their arrival. If, for some reason, the immediate supervisor is unable to be reached, late employees must send an email or text to notify the immediate supervisor of tardiness. Voicemails are not acceptable. Tardies beyond 30 minutes must be entered into HR Bamboo as flex time.

Partnership Academy’s success as an educational institution depends upon excellent and consistent delivery of services to our students. If an employee is or will be absent or late to work, it is imperative that the employee follow the Communication Plan and procedures outlined in this handbook. For FMLA-qualifying absences, see the Executive Director.

Paid Holidays and Paid Days Off

Holiday pay may be withheld if the employee is terminated prior to the holiday. Paid time off is listed in the annual School calendar which is distributed during staff orientation.

Flex Time

Partnership Academy allows employees to use flex time for personal business that cannot be conducted outside of regular work hours. Employees are allowed to use flex time when an absence will result in being away from work for less than two (2) hours. If an employee must be absent for more than two (2) hours in a particular work day to take care of personal business, the employee will be required to use remaining sick or personal time for the additional hours. If sick and personal time has been exhausted the staff member may elect to take the day as unpaid. Flex time is typically used for the following reasons:

- Doctor or other health care related appointments
- Conferences of child or other related events for dependent children
- Child care
- Other reason approved by immediate supervisor

All flex time must be requested as far in advance as possible and must be approved by the employee's immediate supervisor prior to absence. If an employee uses more than eight (8) hours of flex time in a month the supervisor may cap the number of flex time hours allowed by the employee.

Personal and Sick Days

- **12-month assignment:** 5 Personal Days, 8 Sick Days
- **10-month assignment:** 2 Personal Days, 5 Sick Days

Sick days may be used for:

- Illness of employee;
- Illness or injury of the employee's child employee's child, adult child, spouse, sibling, parent, grandparent, or stepparent;
- Birth and care of a newborn child of the employee;
- Placement of a child with the employee for adoption or foster care; or
- Serious illness or injury in the line of duty of certain family members

Staff may use personal days for any reason. When personal days are used for a planned absence, employees are expected to provide prior notification and approval pursuant to the Communication Plan for Tardies and Absences.

Employees who complete the school year with Partnership Academy and who are rehired the following year will receive a credit for any unused sick days. The maximum sick day carry over for all employees is twenty (20) days. There is no payout upon separation for any unused sick leave days or personal leave days. Personal days may not be carried over.

Overtime/Compensation Pay

Occasionally it is necessary for a non-exempt employee to perform overtime duties. Overtime pay will be made in accordance with federal and state laws. Overtime is strictly for time actually worked, not to be determined by time off for any kind of leave. Employees must receive approval from their supervisor prior to working overtime hours. Failure to adhere to this policy and receive approval prior to working overtime may result in disciplinary action.

Partnership Academy provides non-exempt employees with payment of overtime via compensatory time rather than by overtime wages. To learn more about compensatory time, please contact the Executive Director.

Time Keeping

All non-exempt staff members are required to complete time cards to track their work hours each day. Falsifying time records is grounds for immediate termination.

Paydays

All Partnership Academy staff will be paid on the 15th and the last day of each month. If a payday falls on a weekend, employees will be paid the preceding Friday. If a payday falls on a holiday, employees will be paid the weekday preceding the holiday. For payroll purposes, the work week begins on Sunday and ends on Saturday of each week.

Dress Code

Partnership Academy staff must dress professionally during all working time. Business casual attire is required Monday through Thursday. Jeans are not allowed other than on Friday. On Friday staff may wear jeans and college apparel or apparel that is part of their culture. The Friday dress code tradition will now be called “College and Culture Friday”. Due to the nature of the curriculum, staff teaching physical education are exempt from the requirement of wearing business casual clothing. The following items are **NOT** acceptable as business casual attire: short skirts, jeans, athletic gear of any kind, clothing with holes or torn clothing, clothing with written expressions, logos or trademarks, low cut shirts, spaghetti straps, tennis shoes (except for physical education teachers), flip-flops, midriff shirts, and skin-tight leggings of any material without the appropriate coverage. No dress code can cover all contingencies so employees must utilize judgment in their choice of clothing. If you are uncertain or have questions regarding what is/what is not appropriate, please ask your immediate supervisor for clarification. Failure to comply may result in disciplinary action up to and including termination.

Identification Badges and Access Cards

All employees of Partnership Academy receive an identification badge showing the employee’s picture and job title. To ensure the safety of Partnership Academy students and staff, all Partnership Academy employees must wear their badges while on the job. All badges and access cards must be turned in to the Executive Director or the employee’s supervisor on the employee’s last day of employment with Partnership Academy.

EMPLOYEE BENEFITS

Partnership Academy offers a benefits program for its employees eligible for such benefits. However, unless required by statute, the existence of these benefits programs does not constitute an entitlement to such benefits and does not signify that an employee will necessarily be employed for the required period of time necessary to qualify for the benefits included in and administered through these programs. Partnership Academy reserves the right and maintains the discretion to add, revise, drop and interpret the benefits program.

This handbook does not contain the complete list of benefits or the complete terms and/or conditions of any of the Partnership Academy's current benefit plans. It is intended only to provide general explanations. If there is any conflict between the handbook and any documents issued by one of Partnership Academy's insurance carriers, the carriers' guideline regulations will be regarded as authoritative.

Eligibility for Benefits

Unless otherwise stated, in order to be eligible to receive employment benefits, employees must meet the following criteria:

- The employee must be regularly scheduled to work at least twenty (20) hours per week. Employees whose hours are increased temporarily to cover for another employee are not eligible for benefits.

Benefits coverage for new employees will begin on the first day of employment.

Regular full-time employees who elect to receive benefits agree to have the employee-paid portion of the benefits deducted from their regular pay on a pre-tax basis in accordance with Partnership Academy's payday schedule.

Employees who waive benefits may be eligible for benefits in the future during open enrollment or due to a qualifying change in circumstances. If an employee wishes to discontinue benefits, the employee must have a qualifying life event and provide a written notice to the Executive Director thirty (30) calendar days prior to the last day the employee expects the coverage to end.

If an employee chooses to discontinue their benefits, such benefits will end on the last day of that month. Coverage may be extended following separation from employment. Please refer to the Benefits Summary or talk to the Executive Director with any questions.

Health Insurance

Partnership Academy's health insurance plan provides employees and their dependents access to medical insurance benefits. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Partnership Academy and the insurance carrier.

A change in employment classification that results in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under COBRA.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Executive Coordinator for more information about health insurance benefits.

Retirement

In accordance with state law, Partnership Academy will provide the following retirement benefits:

- A. Licensed Employees:** A set percentage of the employee's salary will be deducted and paid to the applicable state retirement fund, (either Teachers Retirement Association (TRA) or Public Employees Retirement Association (PERA)). Partnership Academy will contribute a set percentage into the employee's account as determined by state law. Payroll deductions will be made on the 15th and the last day of each month.

- B. Non-Licensed Employees:** All non-licensed employees determined by state law to be eligible will pay a set percentage into the Public Employees Retirement Association (PERA) fund. Partnership Academy will contribute to PERA in accordance with the law and the terms of each individual Employment Agreement. Deductions will be made on the 15th and the last day of each month.

Contribution amounts to TRA and PERA for both Partnership Academy and employees are mandatory and are established by TRA and PERA. Minnesota law does not allow either the School or employees to waive contributions to TRA and PERA.

Bereavement Leave

In the unfortunate event of a death of an employee's parent, child, grandparent, sibling or spouse, the employee may take up to five (5) work days with pay of bereavement leave. Eligible employees may take up to ten (10) work days of bereavement leave for a family member who is killed during active military service.

Paid Disability Leave

Partnership Academy grants up to eight (8) weeks of paid disability leave over a two (2) year period to employees. Partnership Academy's paid disability leave will be granted to employees suffering from a serious health condition as defined by the Family Medical Leave Act (FMLA) or to care for an immediate family member, as defined by the FMLA, who is suffering a serious health condition.

Additional eligibility requirements include:

- Once the employee has exhausted 8 weeks of Paid Disability Leave during a particular two year period, the employee must use remaining sick and personal time for any further absences.
- A doctor's note must be submitted that outlines the reason for disability leave.
- Eight weeks of Paid Disability Leave will be provided over a two year period. There is no carryover if Paid Disability Leave is not used in part or in full during the two year period.
- There is no payout of unused Paid Disability Leave upon leaving employment with Partnership Academy for any reason.

For employees who wish to utilize Paid Disability Leave and FMLA leave, the Paid Disability Leave and FMLA leave must run concurrently.

Family Medical Leave Act Leave (“FMLA”)

A. Basic Leave Entitlement- 12 weeks of unpaid leave for eligible employees for the following reasons:

- For the birth and care of a newborn child of the employee;
- For placement of a child with the employee for adoption or foster care;
- To care for a spouse, child or parent with a serious health condition; or
- For the employee’s own serious health condition;

B. Military Family Leave Entitlement:

- Eligible employees may use their 12-week FMLA Leave entitlement for qualifying exigencies if the employee’s spouse, child or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation;
- Eligible employees may take up to 26 work weeks of unpaid leave to care for a covered service member during a single 12-month period.

Medical evidence of the need for the leave, satisfactory to the School will be required. When a medical leave is anticipated, the employee must notify the Executive Director and their supervisor and submit a written certification describing the reason for the requested leave, the anticipated start and duration of the leave. If the leave is foreseeable, the employee must provide a minimum of 30 days notice. If the leave was not anticipated, employees must notify their supervisor as soon as practicable but no later than the seventh consecutive work day that the employee is absent. The School reserves the right to request a second opinion from a health care provider chosen by the School.

Paid personal leave, paid sick leave and paid disability leave must be used during FMLA leave. FMLA leave is unpaid unless an employee has paid personal leave, sick leave or disability leave time available.

If an employee cannot return to work after the medical leave expires, eligible employees may be covered by Long Term Disability insurance. If the employee receives workers' compensation, pay may continue based on workers' compensation laws. Any remaining vacation or sick leave time can be requested to be paid at this time as well. For those employees who received medical benefits prior to leave, Partnership Academy will continue to pay for the School’s portion of health and dental insurance benefits during the qualified leave period (up to 12 weeks). After the qualified leave ends, the employee is responsible for 100% of the cost of benefits.

At the end of the qualified leave period of up to 12 weeks, the School will return the returning employee in the same or equivalent position, if such position exists. However, a returning employee has no greater rights than if the employee had been continuously employed during the leave period.

Employee Eligibility, Rights and Responsibilities under the Family and Medical Leave Act and certification forms are located in the Business Office. See the Executive Director with any additional questions.

Parenting Leave (for employees who do not qualify for FMLA Leave)

Employees who are regularly scheduled to work twenty (20) or more hours per week and who have been employed by Partnership Academy for at least twelve (12) months are eligible for an unpaid leave of absence of up to twelve (12) weeks in conjunction with pregnancy or the birth or adoption of a child as described in Minnesota statutes. If elected, health and dental coverage will continue during leave and Partnership Academy will continue to pay its portion of the premium.

Leave for Military Service

Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws. These employees may use personal time but are not required to do so. At the conclusion of the leave, employees have the right to return to the same position held prior to the leave or to a position with equivalent seniority, pay and benefits.

Employees are requested to notify their supervisors as soon as they become aware of their military obligation. Questions regarding the School's military leave policy, applicable state and federal laws, and continuation of benefits should be directed to the Executive Director.

Personal Leave of Absence

A personal leave of absence without pay may be granted for a prolonged illness or injury or for any exceptional personal or institutional reason when such absence does not impose an undue hardship upon Partnership Academy. Granting of a request for personal leave left to the sole discretion of the School's Executive Director or designee. Leaves of absence without pay may be granted by the Executive Director or designee only after all other leaves have been exhausted.

An unpaid personal leave of absence is a discretionary leave and may be granted for a period of up to one (1) calendar year, at the discretion of the Executive Director. Personal reasons include, but are not limited to, enrollment in educational course work relating to the employee's position, temporary relocation of spouse or family emergency. The approval of such leave shall largely depend upon the circumstances, specialization or critical nature of the employee's position, as well as the practicality of replacing the employee on a temporary basis. Approval of requests for personal leave of absence constitutes an agreement by the employee's supervisor to return the employee to his or her job classification or to a comparable position at a pay rate not less than the former rate, contingent upon the availability of the position and funding. Personal leaves of absence may not be used for the purpose of obtaining employment outside of the School.

A. Duration & Qualifying Reason

In no instance will combined leave, including sick time, FMLA leave, personal leave of absence or any combination of paid or unpaid leaves exceed twelve (12) months.

Eligible employees may be granted leave in a twelve (12) month period as long as the time away from work does not exceed the number of days actively at work the prior year (i.e. an eligible employee has worked only nine (9) months, then the employee is eligible for a maximum of nine (9) months of leave). If the employee requests an extended leave of absence for medical reasons, he/she must provide a physician's statement specifying his/her restrictions and the duration of the extended leave. Requests may be made in increments of up to three (3) months with the same medical certification up to the one-year limit. An employee may be required to submit subsequent certifications after a leave is approved but not more frequently than every 30 calendar days.

B. Effect on Benefits

Employees on an approved personal leave of absence and who wish to retain existing insurance benefits coverage must make arrangements with the Executive Director or designee prior to commencement of the leave to pay the entire premium for such coverage. If the employee is on paid status, Partnership Academy will continue paying the employer portions of the premiums and deducting the employee portion. If the employee is taking the leave without pay, then he/she will have to make personal payments for the full premium for those benefits in order to remain covered.

Participation in health and dental insurance may only be continued if the employee pays the required premiums on the established due date. Arrangements for personal payments must be made with the Executive Director or designee prior to the beginning of the leave. Failure to make such arrangement prior to the beginning of the leave may result in termination of the employee's benefits.

Personal and paid sick time hours shall not accrue during the period of unpaid personal leave of absence. Continuous service shall not accrue during a period of personal leave of absence.

Right to vote

Employees eligible to vote in an election may take the time necessary from work to appear at the employee's polling place, cast a ballot and return to work. There is no pay deduction for exercising the right to vote in accordance with this policy.

Employees requesting time off to vote are required to follow School absence procedures. Employees may be asked to consider voting before or after school hours based upon Partnership Academy's business needs.

Workers' Compensation

Partnership Academy provides a comprehensive workers' compensation insurance program at no cost to the employees. This program covers injuries or illnesses sustained in the course of employment that require medical, surgical or hospital treatment. Employees that sustain work related injuries or illness should inform their supervisor immediately. Employees must complete a First Report of Injury (FROI) report with the Executive Director or designee within 24 hours of the incident.

Jury Duty

Partnership Academy fully complies with state and federal law which makes it unlawful to discharge, intimidate or coerce an employee because of jury duty. Employees are encouraged to serve as jurors when summoned to do so but must advise the Executive Director or designee and their immediate supervisor of the date of such service immediately upon receipt of notice. It is the responsibility of the employee to arrange for a substitute or develop a plan once the length of the jury duty service is known.

Employees will receive up to two weeks of their regular compensation for school days while the employee is on jury duty. The employee must reimburse Partnership Academy the per diem amount received by the court for days in which the employee receives his/her regular compensation. The maximum period an employee will receive his/her regular compensation is two weeks. If the employee is released early or not required to report to court during the time frame the employee is summoned for jury duty, the employee is required to report to work.

Witness Duty

In the event that an employee is called as a witness in a legal action, the Executive Director or designee and the employee's immediate supervisor shall be immediately notified. The employee may use personal time off. Otherwise, the time off will be considered unpaid. Teachers are responsible for covering duties and obtaining a substitute for their class. Employees required to serve as a witness in the course and scope of their duties on behalf of Partnership Academy shall receive regular compensation for time spent in connection with the legal proceeding or matter.

If you are served a subpoena or asked to make a statement or provide school data, you are expected to notify the Executive Director or designee immediately.

Other Statutory Leaves

Partnership Academy also provides employees with all other statutory leaves as allowed by law and for which the employee is eligible including, but not, limited to School Conference Leave, Bone Marrow and Organ Donor Leave and Civil Air Patrol leave, to name a few.

PARTNERSHIP ACADEMY REGULATIONS

Good communication is essential to Partnership Academy operations. Employees are expected to familiarize themselves with the communication plan for planned and unplanned absences. To ensure minimal disruption to our students, teachers are expected to follow the procedures set forth below relating to coordination with substitute teachers. Failure to follow the following procedures may result in disciplinary action up to and including termination.

General Communication

Partnership Academy employees are expected to:

- Check employee mailboxes (in the Main Office) on a daily basis;

- Read the Daily Bulletin sent out by the Executive Director or designee every day;
- Check the Partnership Academy *e-mail* and *calendar* three times during the course of the work day. Upon arrival in the morning, at some point during the day (i.e. lunch/prep time), and before leaving at the end of the day;
- Respond to parent telephone calls promptly, but no later than twenty four (24) hours after receipt of the parent call and document parent telephone calls in their Communication Log;
- Prior to sending home any written correspondence (i.e. field trip, updates, etc.) other than personal notes regarding an individual student's performance or behavior, employees must submit a copy to their supervisor one (1) week prior to distribution. After review, the correspondence will be returned to the staff member for corrections or changes if needed. Staff must then submit final copy of the correspondence to the office with a translation request form;
- Employees must receive permission from the Executive Director prior to calling an all-school parent, staff, or a school committee meeting;
- If employees have an agenda item for a staff meeting, the proposed agenda item must be submitted in a timely manner to their immediate supervisor; and
- If employees have an agenda item to be addressed by the Board of Directors, the item should be submitted to the Executive Director or Board Chair in a timely manner. Normally, time will be allowed for parents and staff to address the Board at each meeting with urgent or last minute items.

To ensure student success, staff members are required to keep interruptions during the work day to a minimum. Planning periods before or after school are strongly recommended if face-to-face communication is required. When possible, questions or comments should be made in writing and sent via email or placed in the mailbox of the individual with whom you wish to communicate. Whenever possible, please make an appointment to meet with colleagues or supervisors. This will help ensure that suggestions and/or concerns are addressed appropriately.

Child Neglect or Physical or Sexual Abuse and Mandated Reporting

Partnership Academy prohibits all employees from neglecting, physically or sexually abusing or otherwise mistreating students or minors pursuant to the terms of the Minnesota Maltreatment of Minors Act, Minn. Stat. § 626.556 ("Act"). For purposes of this policy, the terms "neglect", "sexual abuse", "physical abuse" or "maltreatment" are as defined in the Act. Any employee found to be in violation of this policy or the Act will be subject to discipline which may include termination of employment.

In order to comply with this policy and the Act, Partnership Academy requires all employees to report suspected child neglect, physical or sexual abuse or other maltreatment in accordance with the Act. In addition, all employees must report suspected child neglect, physical or sexual abuse or other maltreatment to Partnership Academy's Executive Director, Board member or other designated administrator. It is a violation of this policy for any employee of Partnership Academy to fail to immediately report instances of child maltreatment, neglect or physical or sexual abuse as required in the Act or this policy when the employee knows or has reason to believe a child is being maltreated, neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years. An employee's failure to make a report required by the Act or this policy will result in disciplinary action which may include termination of employment.

Telephones

Partnership Academy has a limited number of telephone lines. The use of these lines for personal conversations, whether using Partnership Academy equipment or the employee's cell phone, should be kept to a minimum. If a personal telephone call must be made during working hours, the employee must make the call before students arrive, after students leave for the day or during scheduled lunchtime or preparation time. Similar rules exist for the use of cell phones either owned by employees or provided to employees by Partnership Academy. During the work day the use of telephones and cell phones should be focused on Partnership Academy business. Personal conversations must be kept to a minimum and must not interfere with an employee's work.

All classrooms will be equipped with a telephone and voicemail system. All staff will have a voicemail box. The voicemail should have a professional Partnership Academy greeting. Voicemail for the classroom phones must have a professional Partnership Academy greeting.

Use of Electronic Resources

"Electronic resources" means all electronic devices, software, systems and networks, directly or through a third party, used to transmit, receive, process or store Partnership Academy's information or data. Electronic resources include, but are not limited, to computers, servers, databases, PDAs, telephones, wireless devices, e-mail systems, voice messaging systems, and internet connectivity. It also includes the use of School-owned electronic resources.

Partnership Academy recognizes that use of the internet is sometimes necessary to carry out job duties. Electronic resources, including the internet and e-mail, make communication more efficient and effective. Employees are encouraged to use electronic resources appropriately. Unacceptable usage of the electronic resources can place Partnership Academy, its students and others at risk.

The following guidelines have been established for using the internet and e-mail in an appropriate, ethical and professional manner:

- A.** Partnership Academy internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene, vulgar, pornographic or otherwise inappropriate. Transmission of messages that contain derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, sexual preference or inclusion in any other classification protected by law will not be tolerated. Harassment of any kind is prohibited.
- B.** Disparaging, abusive, profane, offensive language, and any illegal activities including piracy, hacking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail are prohibited.
- C.** Copyrighted materials belonging to entities other than Partnership Academy may not be transmitted by employees on the School's network. All employees obtaining access to other schools' or individuals' materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single

copy to reference only. If you find something on the internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his/her own.

- D.** The internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- E.** Each employee is responsible for the content of all text, audio or images that he/she places or sends over the School's internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that Partnership Academy's name is attached to all messages so always use discretion in formulating messages.
- F.** Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility and School policies when sending e-mail internally and externally.
- G.** All Partnership Academy staff will have access to various types of technology (i.e. laptops, LCD projector, etc.) All staff is expected to abide by School policies including the Electronic Resources and Partnership Academy Property policies.
- H.** All Partnership Academy staff are prohibited from downloading any software (games, applications, etc.) that are non-academic or not related to their position on their Partnership Academy issued technology.

Partnership Academy's Right to Monitor Electronic Resources

All School supplied technology and electronic resources, including computer systems and School issued devices such as voicemail, cell phones, PDA's and laptops belong to Partnership Academy and not the employee. Partnership Academy routinely monitors content and usage patterns on its systems. Employees have no expectation of privacy in Partnership Academy's electronic resources. Employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the phone system, e-mail and internet connection are Partnership Academy-owned, all School policies are in effect at all times. Any employee who abuses the privilege of Partnership Academy's facilitated access to the phone system, e-mail, internet or other electronic resources, may be denied access to the internet and, if appropriate, be subject to disciplinary action up to and including termination.

If you have questions regarding the appropriate use of the electronic resources, contact the Technology Coordinator.

Employee Use of Social Media

Partnership Academy recognizes the value of teacher inquiry, investigation, and innovation using new technology tools to enhance the learning experience. Partnership Academy also recognizes its obligation to teach and ensure responsible and safe use of these technologies. This policy addresses employees' use of publicly available social media networks including personal Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of these media for personal use during working time or on Partnership Academy equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or Partnership Academy policies.

- A. Partnership Academy recognizes the importance of online social media networks as a communication and e-learning tool. Toward that end, the School provides password-protected social media tools and School-approved technologies for e-learning and encourages use of Partnership Academy tools for collaboration by employees. However, public social media networks, outside of those sponsored by the School, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Executive Director, or designee, and parental consent for student participation on social networks. The School may use these tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.
- B. Employees must avoid posting any information or engaging in communications that violate state or federal laws or Partnership Academy policies. The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with Partnership Academy students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as Partnership Academy employees and have responsibility for addressing inappropriate behavior or activity on these networks, particularly requirements for mandated reporting.

The following definitions apply for purposes of this policy regarding Employee Use of Social Media:

- A. "Public Social Media Networks" are defined to include: Web sites, Web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media generally available to the public or consumers and which do not fall within Partnership Academy's electronic technologies network (e.g. MySpace, Facebook, Twitter, LinkedIn, Flickr, YouTube, blog sites, etc.).
- B. "Approved Password-Protected Social Media Tools" are those that fall within the School's electronic technologies network or which the School has approved for educational use. Partnership Academy has greater authority and responsibility to protect minors from inappropriate content and can limit public access within this limited public forum.

Requirements under this policy regarding Employee Use of Social Media:

- A. All Partnership Academy employees are expected to serve as positive ambassadors for the School and to remember they are role models to students in this community. Because readers of social media networks may view the employee as a representative of

Partnership Academy, the School requires employees to observe the following rules when referring to Partnership Academy, its students, programs, activities, employees, volunteers and communities on any social media networks:

- B. An employee's use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable Partnership Academy policies. Employees are not allowed to post photographs of students on any social media platform nor are they allowed to take photographs of students on their personal cell phones, without the written consent of parents or guardians.
1. Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.
 2. Employees must not use their School e-mail address for communications on public social media networks that have not been approved by Partnership Academy.
 3. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of Partnership Academy. Employees may not act as a spokesperson for Partnership Academy or post comments as a representative of Partnership Academy, except as authorized by the Executive Director or the Executive Director's designee.
 4. When authorized as a spokesperson for the School, employees must disclose their employment relationship with Partnership Academy.
 5. Employees must not disclose information on any social media network that is confidential or proprietary to Partnership Academy, its students, or employees or that is protected by data privacy laws.
 6. Employees must not use or post the Partnership Academy logo on any social media network without permission from the Executive Director or designee.
 - a. Employees must not post images on any social media network of co-workers without the co-workers' consent.
 - b. Employees must not post images of students on any social media network without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.
 - c. Employees must not post any nonpublic images of Partnership Academy premises and property, including floor plans.
- C. Partnership Academy recognizes that student groups or members of the public may create social media representing students or groups within the School. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of Partnership Academy. Employees have

responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes acting to protect the safety of minors online. Employees shall annually disclose to Partnership Academy the existence of and their participation in such networks.

- D. Employees who participate in social media networks may decide to include information about their work with Partnership Academy as part of their personal profile, as it would relate to a typical social conversation. This may include:
 - 1. Work information included in a personal profile, to include Partnership Academy name, job title, and job duties.
 - 2. Status updates regarding an employee's own job promotion.
 - 3. Personal participation in Partnership Academy-sponsored events, including volunteer activities.
- E. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.
- F. Anything posted on an employee's Web site or Web log or other Internet content for which the employee is responsible will be subject to all Partnership policies, rules, regulations, and guidelines.

Public Statements by Employees

Any employee receiving public media requests for information concerning Partnership Academy, its policies, services or operations must refer the inquiry to the Executive Director.

Partnership Academy may receive requests for information on our educational services or programs. Qualified employees will be used to respond to these speaking requests with approval from the Executive Director.

Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by the School may not solicit or distribute literature in the workplace at any time for any purpose.

Partnership Academy recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Discipline

All employees of Partnership Academy are at-will employees. However, while Partnership Academy supports the theory of progressive discipline, Partnership Academy also retains discretion to take disciplinary action, including immediate termination that is appropriate to each particular situation. Violations of rules or policies may result in disciplinary measures that may, depending upon the circumstances and at the discretion of Partnership Academy, include verbal or written warnings, written reprimands, a performance improvement plan, suspension (with or without pay), or immediate termination. These disciplinary measures do not constitute an exclusive or exhaustive list of possible actions and may be taken in any order. This list is intended merely as a guide to the employee and is not intended to create a promise, contract or modify the employment at-will relationship.

For the benefit of employees and to protect the efficiency and productivity of Partnership Academy, certain rules must be observed by all employees. Engaging in any of the following examples of unacceptable conduct may result in any of the disciplinary actions discussed above. These examples are intended only as a guide and are not intended to be an exhaustive list of all situations where discipline may be imposed:

- Discourteous treatment of co-workers, students, parents, or visitors;
- Falsifying records or information (or misuse or unauthorized manipulation of any computer or electronic data processing equipment or system);
- Theft or dishonesty;
- Violation of Partnership Academy's Discrimination and Harassment policy or Workplace violence policy;
- Failure to follow work directives, defiance of work directives, or general insubordination;
- Fighting, threats, intimidation or other disorderly conduct detracting from the efficient operation of the School;
- Disclosure of confidential information or other not public data to parties unauthorized to receive the information or data;
- Working another job while absent;
- Taking School property without paying for it or without written permission;
- Failure to perform assigned work in a manner consistent with School standards of quality and quantity of work;
- Using, selling, possessing, manufacturing, distributing or being under the influence of alcohol or controlled substances (other than those used for bona fide medical purposes) while working (including while on lunch or other breaks) or while on School premises;
- Conviction of criminal offenses which would disqualify employee from working in a school or affecting the employee's ability to adequately perform his or her job;
- Unauthorized possession of weapons;
- Reckless, careless or unauthorized use of school property, equipment or materials;
- Improper or profane language; or
- Violation of any other School policy.

Performance Reviews and Classroom Observations

The primary reason for performance reviews is to provide feedback to employees concerning employees' objectives and responsibilities in performing their duties and to drive student achievement. To meet this objective, open and ongoing communication between supervisors and staff members is essential. All staff will receive a performance review during the course of the school year. In addition, observations will be conducted throughout the school year. These observations will be used as part of the final performance review. An employee may receive additional evaluations if their performance declines in any way. Disclosure of reviews is governed by the Minnesota Government Data Practices Act. Teachers will be evaluated pursuant to Minn. Stat. § 122A.40, Subd. 8.

Voluntary Termination of Employment

Partnership Academy recognizes that employees may need to terminate their employment for a variety of reasons. Employer-provided benefits will be provided through the end of the month following the employee's last day of employment.

Partnership Academy reserves the right to end the employment prior to the expiration of the notice period. If this is the case, the employee may be paid through the notice period.

Involuntary Termination of Employment

Partnership Academy may terminate employment with any of its employees at any time and for any reason. Employer-provided benefits will be provided through the end of the month following the employee's last day of employment.

Partnership Academy Property

Partnership Academy property and equipment, including School-issued technology, cell phones, curriculum, professional development books, videos and binders, and other equipment, is to be used for School business only. Partnership Academy property must be returned to the Executive Coordinator or supervisor before your last day of work. Partnership Academy reserves the right to recover damages for damaged or lost property.

Employees are given a set of keys to certain classrooms at the facility at the discretion of the Executive Director or designee. Employees are responsible for safeguarding their set of School keys. Partnership Academy reserves the right to assess a fee for lost or damaged keys. Keys to the facility must be returned to the Executive Director or designee on your last day of work.

Security Inspections/No Expectation of Privacy

Partnership Academy wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other unauthorized, improper materials. To this end, the School prohibits the possession, transfer, sale, or use of such materials on its premises. The School requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of Partnership Academy and employees do not nor should they have an expectation of

privacy in regard to desks, lockers and other storage devices owned by Partnership Academy. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Partnership Academy at any time, either with or without prior notice. Counsel and Law Enforcement may be contacted prior to the search.

Partnership Academy likewise prohibits employees from stealing or otherwise possessing without authorization the property of employees, Partnership Academy visitors, and customers. To facilitate enforcement of this policy, the School or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto Partnership Academy's premises.

Partnership Academy is not responsible for lost or damaged personal property.

Employee Debt

Employees are expected to repay any outstanding debt owed to Partnership Academy prior to their last day of employment. In the event the debt is not repaid, Partnership Academy reserves the right to seek legal action to collect the debt, including applicable attorneys' fees.

Dispute Resolution

Partnership Academy believes that effective communication and early resolution of disputes is essential to maintaining a fair and productive work environment. If you have a concern or complaint about your treatment, the treatment of another employee, or a violation of Partnership Academy policies, report your concerns immediately. The School has a Dispute Resolution process in place to help ensure that employees' concerns and complaints are heard and addressed appropriately. To the extent that there exist any conflicting procedures under applicable law or other Partnership Academy policies including but not limited to employee discrimination, harassment, maltreatment or discipline procedures, this Dispute Resolution Policy may be inapplicable. This Dispute Resolution Policy is not, nor is it intended to limit an employee's legal right to submit complaints regarding alleged violations of law or policy to any appropriate government agency.

A. Complaints regarding Staff

1. Employees are encouraged to first speak with their supervisors about the concern;
2. Employees shall submit complaints to the Executive Director as soon as possible;
3. The complaint will be investigated while preserving the confidentiality and privacy of those involved, to the extent possible;
4. If the complaint is substantiated, appropriate action will be taken. The investigation and the action taken will be handled consistent with School policies and state law. Data regarding the complaint will be maintained and disclosed pursuant to the Minnesota Government Data Practices Act.

B. Complaints regarding Leadership Team

1. Complaints concerning Executive Leadership Team members (other than the Executive Director) shall be submitted directly to the Executive Director. The Executive Director or designee will investigate the matter and, if the complaint is substantiated, take appropriate action.
2. Complaints concerning the Executive Director shall be submitted to the Board Chair of Partnership Academy. The Board will be responsible for conducting an investigation of the matter.

Cooperating with investigations will assist the School in conducting thorough and prompt investigations. Employees are expected to be honest and truthful in all aspects of their job including participating in and cooperating with investigations. Employees who provide false or misleading information during an investigation are subject to discipline including immediate termination.

Partnership Academy does not tolerate any form of retaliation against employees availing themselves of this Dispute Resolution Process. If Partnership Academy finds that retaliation has occurred, the employee who engaged in the retaliatory conduct will be subject to discipline, up to and including termination.

Confidentiality

Partnership Academy strongly believes in creating a trusting and open environment for communication. Staff is expected to treat comments and concerns in a professional manner and follow the communication protocol set forth in this handbook and School procedures.

Staff members who handle student data, employee data and medical data as part of their duties must treat the information as confidential. Personnel information/data should only be shared with the employee's supervisor(s) or individuals responsible for mentoring or evaluating employees (i.e. consultants, supervisor, etc.) on a need-to-know basis as allowed under the Minnesota Government Data Practices Act.

Staff members who handle student information must maintain confidentiality of student data in accordance with School policies and federal and state law. Accordingly, employees must use their discretion and must not discuss confidential or private employee and/or student data in any location, including public areas, where such data may be overheard by unauthorized third parties.

Employment References/Information Requests

Requests for information concerning current or former Partnership Academy employees, including employment references and salary verifications, must be forwarded to the Executive Director. Employment references will be provided pursuant to the provisions of the Minnesota Government Data Practices Act. Partnership Academy requires a valid, written authorization prior to releasing any private or non public personnel data, as defined by the Data Practices Act to any third party. Only the Executive Director is allowed to authorize staff to provide employment references. Only supervisors will be permitted to provide references after authorization to do so by the Executive Director.

Personnel Files and Data Practices

Partnership Academy maintains a personnel file for each employee, which includes the employee's job application, wage and salary history, performance evaluations and other employment records as defined by Minnesota law. Personnel files are the property of the Partnership Academy and access to such files is restricted. Generally, only the subject of the personnel file, Partnership Academy Human Resources and management with a legitimate business reason to review information are granted access.

Employees also have certain rights with respect to accessing their own personnel files under the Minnesota Personnel Record Review and Access Act and the Minnesota Government Data Practices Act. Current employees have the right to review their own personnel file once in a six-month period. Former employees may review their personnel files once each year following separation for as long as the personnel file is maintained. Employees who wish to review their personnel file must provide a written request to the Executive Director. Partnership Academy will comply with a written request no later than seven (7) work days after receipt of the written request.

For current employees, the personnel file or an accurate copy of the file will be made available for review through the Executive Coordinator during the Partnership Academy's normal business hours. The review must take place in the presence of an individual appointed by the Partnership Academy to maintain the files. After review and upon the employee's written request, Partnership Academy will provide a copy of the file free of charge to the employee.

For former employees, Partnership Academy will provide a copy of the file free of charge upon receipt of the former employee's written request. Providing a copy of the personnel file to an employee satisfies the Partnership Academy's responsibility to allow review of and/or access to the personnel file. Partnership Academy may deny an employee the right to review their file if the employee's request to review the file is not made in good faith.

Employees have the right to dispute information contained in their file. If an employee disputes specific information contained in his or her file and an agreement is not reached to remove or revise the disputed information, the employee may submit a written statement, not exceeding five (5) pages, identifying the disputed information and explaining his or her position, which then will be included as part of the employee's personnel file.

Partnership Academy will not retaliate against employees for asserting their rights regarding their personnel files under Minnesota law. In addition to other remedies provided by law, the employee may bring a civil action to enforce compliance with the law, recover actual damages plus costs, and in cases of retaliation for asserting one's rights, recover back pay, reinstatement, other make-whole and equitable relief, and attorneys' fees.

Employees do not have access to the personnel files of their colleagues. Supervisors may have access to an employee's personnel file and are required to treat the information in the files with the utmost confidentiality. Employees who discuss confidential information or private data relating to a third party without authorization will face disciplinary action up to and including termination.

Partnership Academy is governed by the Minnesota Government Data Practices Act. Under the Data Practices Act, certain data maintained by government entities is classified as public or private. For more details about the Data Practices Act, including what is public or private data see Partnership Academy's Data Practices policy and handouts, located in the Business Office.

Personal Property

Partnership Academy is not responsible for employee's lost, damaged or stolen property. All personal property should be labeled with the employee's name and all Partnership Academy property should be labeled with its name.

Professional Development

Partnership Academy understands that professional development is vital in order for staff to provide a quality education to our students. At its discretion, Partnership Academy may pay for all or part of professional development opportunities for employees.

Employees are encouraged to locate professional development opportunities outside of the School directly related to their current job responsibilities. All employees must receive approval from their supervisor prior to registering for a course, seminar or conference. All staff must complete a **Payment Request Form** which must be signed and approved by their immediate supervisor. Payment for professional development will not be made without written approval from their supervisor.

Tuition Reimbursement Policy

Partnership Academy considers enrollment in college courses at accredited institutions as an important form of professional development. Therefore, the School provides limited tuition reimbursement to staff members enrolled in a course or a program that is related to the employee's employment *and* fulfills a specific school deficit area. The school may also ask an eligible employee to complete a course or a program that fulfills a school need if it is a less expensive option than working with a contractor to provide that service.

Provided eligibility exists, Partnership Academy will reimburse employees for tuition costs up to a maximum of \$5,000.00 per calendar year.

To receive tuition reimbursement, employees must comply with the following procedures:

- The employee must meet with the Executive Director or designee and provide information about the course or program that is pertinent to the School.
- Forms of payment include direct payment to schools, repayment of student loans and repayment to student upon proof of enrollment for the class. All repayment options are at the discretion of the Executive Director.
- The employee must sign the tuition reimbursement policy along with the professional development form and collect the necessary supervisor signatures prior to enrolling in the course. The form must be kept on file in the human resources office.
- In order to receive reimbursement for the course or program, the employee must provide the human resources office with an official transcript that reflects a grade of "B" or higher and a receipts showing payment for the course.
- After a human resources associate has reviewed the original tuition reimbursement form, transcript and receipt(s), a check will be issued to the employee.

- Employees who accept tuition reimbursement, commit to regular service assigned by Partnership Academy for one (1) year following the completion of the last course for which the employee is reimbursed pursuant to this policy. In the event that an employee voluntarily terminates their employment with Partnership Academy or is terminated for cause at any time during the one (1) year following completion of the course, the employee agrees to repay Partnership Academy the entire amount of tuition, associated fees, and taxes, if any, that has been paid by Partnership Academy for all courses. Repayment will not be required if the termination of the employee's employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause.

Staff Travel

There may be occasions when an employee must use their personal vehicles for School-related travel. To the extent an employee uses his/her vehicle for School-related business, Partnership Academy expects the employee to abide by all laws and Partnership Academy policies. Only licensed, insured drivers over the age of 18 are allowed to drive their own vehicles for School business and are eligible to receive mileage reimbursement.

In the event that a vehicle is rented for staff members to travel to School functions, the School will pay for the rental. Employees must receive approval from the Executive Director or designee prior to renting vehicles for School-related business. Only licensed, insured drivers over the age of twenty five (25) are eligible to rent a vehicle on Partnership Academy's behalf. Employees driving vehicles for School-related business, including transporting students, must have full liability insurance coverage at the time of driving and may be asked to provide proof thereof.

Reimbursement of Business Expenses

Partnership Academy will reimburse employees who incur business-related expenses incurred in carrying out their work duties. Employees must submit documentation of each business expense within thirty (30) days of incurring the expense for reimbursement. Expenses turned in after thirty (30) days may not be eligible for reimbursement. All business travel and expenses must have prior approval by the employee's immediate supervisor and the Executive Director. All registration, hotel, transportation and incidentals must be pre-approved by a supervisor. Professional Development must be pre-approved by a supervisor before registration is made.

Credit Cards

The purpose of this policy is to ensure that the School credit card is used appropriately by authorized Partnership Academy employees so that specific categories of merchants, goods and services may be procured on behalf of Partnership Academy in an efficient and cost effective manner. Authorized users must sign a written acknowledgement of the credit card policy. Each School credit card has been assigned a monthly credit or a declining balance limit determined by the Board of Directors. School credit card holders sign a maximum amount document approved by Board to make purchases on behalf of Partnership Academy. All School credit card users must abide by the following steps for reconciliation and payment of the credit card as stated in the Partnership Academy Business Office Internal Processes and Procedures document. Users must retain all original receipts for all purchases.

Regardless of how the purchase is made an itemized receipt must be included or obtained. Each School credit card holder is responsible for attaching receipts to credit card tracking forms on a monthly basis to reconcile with the monthly credit card statements. After School credit card holders have reconciled their receipts, they will submit the statement and tracking forms to the Executive Director for review. The Executive Director will send the Executive Director's statement to the Board Treasurer or other available school board member for review. The Executive Director will make an "Automated Clearing House" ("ACH") payment to the credit card company on the required due date. The School will pay off all School credit card balances each month depending on cash flow.

The following are examples of purchases that are appropriate for the School credit card:

- Subscriptions
- Approved conference registrations
- Authorized travel
- Classroom supplies
- Repairs and maintenance
- Field trip admissions
- General office supplies

The following are examples of purchases that are not appropriate for the School credit card:

- Alcoholic beverages/tobacco
- Lottery tickets
- Meals not falling within district guidelines
- Cash advances
- Minnesota sales tax on most purchases

These lists are not intended to be all-inclusive.

Unauthorized use of the School credit card may result in revocation of the card and includes:

- ***Using the credit card for personal purchases***
- ***Purchase of unauthorized items***
- ***Fraudulent or inaccurate record keeping***

Cellular Phones

Cellular phone reimbursements are for costs associated with the use of cellular phones while conducting official business on behalf of Partnership Academy. Partnership Academy recognizes that certain positions, as determined by the Executive Director, require the use of cell phones in order to ensure the School is run efficiently. The School will provide employees in these positions reimbursement as deemed appropriate by the Executive Director. Employees will be reimbursed monthly for their cell phone bill according to the cellular phone policy. Proper documentation of monthly charges must be submitted with the reimbursement request. Any School related information that is transmitted electronically using phones covered by the School are *not* considered private and are the property of the School. Additionally, staff is prohibited from uploading photos of students for non-School related social media

purposes. Cell phones cannot be used to transmit confidential information about students, staff or School operations.

Building Maintenance

Although the School is provided with custodial services, all staff is responsible for keeping our School space in good working order. Any needed repairs or maintenance malfunctions must be reported upon discovery to the Operations Coordinator with a completed maintenance request form. Employees are responsible for the general cleanliness of their classrooms and/or work space. Staff members are not allowed to ask or require students to clean up any unknown objects or substances. The bulletin boards are a shared responsibility and Partnership Academy asks that employees keep them neat, organized, and clean. The boards should remain up to-date with any and all torn or out-dated materials taken down immediately. Only authorized materials related to school events may be placed on boards.

Mail

Incoming Mail: All incoming mail addressed to Partnership Academy is property of Partnership Academy and may be opened by the School's office staff. If an employee has reason to receive personal mail at Partnership Academy, employees should ask the sender to mark the envelope "confidential."

Outgoing Mail: Outgoing mail should be placed in the outgoing mail bin in the main office. If the mail is to be delivered other than via the U.S. Postal Service, please inform the office staff. All postage is the responsibility of the sender unless such mail is related to official Partnership Academy business.

DISCRIMINATION AND HARASSMENT

Partnership Academy believes that every employee has the right to work in an environment free from discrimination and harassment. Examples of discrimination and/or harassment include verbal or physical conduct that denigrates, shows hostility or an aversion toward an individual because of his/her race, creed, color, religion, sex, national origin, age, marital status, disability, sexual orientation or any other protected class status under state or federal law, and that:

- A. Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- B. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- C. Otherwise adversely affects an individual's employment opportunities.

Harassment may consist of epithets, slurs, threatening or intimidating acts, as well as written or graphic material. This may include acts that purport to be jokes or pranks. Harassment is a form of discrimination and violates the law and Partnership Academy policies. Prohibited sexual harassment is defined as unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- Conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The School will investigate every concern or complaint that is brought to the School's attention and will take appropriate action which may include disciplinary action, up to and including termination of employment of an employee if a complaint is substantiated. Violations of this policy, regardless of whether a legal violation is established, will not be tolerated.

If an employee believes that he or she has been subjected to discrimination or harassment by another employee, a supervisor/manager, an outside vendor or any other person whom the employee encounters in the course of employment, or if an employee observes such discrimination or harassment, the employee must immediately report the conduct to his or her supervisor or the Executive Director. A supervisor who receives the information concerning a possible policy violation or observes a possible policy violation must immediately report it to the Executive Director. All claims will be investigated promptly.

If the harassment continues or the complaining party experiences retaliation, such conduct must be immediately reported to any of the individuals listed above. Partnership Academy does not tolerate any retaliation or intimidation directed towards anyone who makes a complaint or participates in an investigation relating to a complaint. Employees engaging in retaliation will be disciplined, up to and including termination.

This policy applies to employees, independent contractors, interns or volunteers of the School.

WORKPLACE VIOLENCE

Partnership Academy wants to ensure a safe environment for its students, employees and visitors. To ensure a safe working and learning environment and to reduce the risk of violence, all employees must review and understand all provisions of this workplace violence policy. Partnership Academy prohibits firearms on or around the Partnership Academy property and displays the appropriate signage as designated by law.

Prohibited Conduct

Partnership Academy does not tolerate any type of workplace violence committed by or against other individuals. Employees are prohibited from making threats or engaging in violent activities.

The following list, while not exclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;

- Intentionally damaging School property or property of another employee;
- Possession of a weapon while on School property or while on School business; or
- Engaging in threatening or intimidating behavior.

Reporting Procedures

Any possible violations of this policy must be reported immediately to the Executive Director. Reports may be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis or as otherwise required by law. All parties involved in a situation will be counseled and/or disciplined as warranted by the facts of the situation. The School will intervene at any indication of a possibly hostile or violent situation.

Risk Reduction Measures

Hiring: The Executive Director must take reasonable measures to conduct background investigations to review candidate's background and reduce the risk of hiring individuals who may pose a risk of harm to students, staff or other members of the School community.

Individual Situations: While the School does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and inform an Executive Leadership Team member when an employee observes another employee exhibiting behavior which could be a sign of a potentially dangerous situation. Such behavior includes, but is not limited to:

- Discussing weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance; or
- Displaying irrational or inappropriate behavior.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Employees who violate this policy are subject to discipline including termination. Non-employees engaged in violent acts on the School's premises will be reported to their employer and the proper authorities.

HEALTH AND SAFETY

Partnership Academy's objective is to minimize the exposure of students, employees, clients, and visitors to health or safety risks. To accomplish this objective, all employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

Employees will be given a **CRISIS PROCEDURES MANUAL**, which must be kept within the classroom and easily accessible at all times. All employees are responsible for reviewing and

understanding the procedures maintained in the Crisis Procedures Manual. The responsibilities of all employees of Partnership Academy in this regard include:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries;
- Promptly reporting all work-related injuries to supervisors, completing all appropriate forms, and seeking first aid for injuries when necessary;
- Reporting unsafe conditions, equipment, or practices to supervisors;
- Using safety equipment provided by Partnership Academy at all times;
- Conscientiously observing all safety rules and regulations at all times; and
- Notifying supervisors, before the beginning of the work day, of any illnesses or injuries that could prevent performance of essential job functions, and of any medication being taken that may cause drowsiness or other side effects that could lead to injury to the employee, his or her co-workers or clients.

It is important that all employees be aware of the personal responsibility for maintaining a safe and healthful work environment. Only through a cooperative effort can a safety program succeed. Partnership Academy is committed to student and employee safety. Violation of any safety rules may lead to disciplinary action up to and including termination. Safety concerns must be immediately reported to the Executive Director.

Staff Transportation of Students

For the safety of all employees and students, Partnership Academy employees are prohibited from transporting students in their personal vehicles. Transportation of students to school or other related school events is permissible only by the School's contracted transportation services provider or if the child's parent is present in the vehicle.

Drug-Free Workplace/Drug-Free School

This policy provides Partnership Academy employees with guidelines pertaining to drug and alcohol use during the normal course of employment.

Partnership Academy provides a safe and productive work environment for all employees. Employees are prohibited from engaging in the unlawful use, possession, sale or transfer of drugs or narcotics in any manner or from taking a substance that may impair their ability to perform assigned duties or otherwise adversely impact the School's business. Further, employees are prohibited from possessing alcoholic beverages in the workplace or consuming alcoholic beverages on School premises or during work time. The specific purpose of this procedure is to outline the methods for maintaining a work environment free from the effects of alcohol/drug abuse or other substances that adversely affect the mind or body. If the School and its staff are to continue to fulfill our responsibility to provide reliable service to our students and a safe work environment for our employees, employees must be physically and mentally fit to perform their duties safely and effectively.

Employees are expected to report for work and to safely perform their assigned duties free from the effects of alcohol and drugs during work hours and events.

Illegal drugs are those drugs defined as illegal under federal, state, or local laws.

Tobacco-Free

It shall be a violation of this policy for any student, teacher, director, other personnel of Partnership Academy, or person to use tobacco or electronic cigarettes in any form or tobacco-related devices in or on the premises of Partnership Academy or while performing services on behalf of Partnership Academy. This prohibition extends to all School events and all School facilities, whether owned, rented, or leased, and all vehicles that Partnership Academy owns, leases, rents, contracts for, or controls.

Employee Right to Know – Exposure to Hazardous Substances

It is the policy of the School to provide information and training to employees who may be routinely exposed to a hazardous substances, harmful physical agents or infectious agents.

A. Students

It is the policy of Partnership Academy that students with communicable diseases not be excluded from attending School in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of Partnership Academy. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by Partnership Academy in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

It is the policy of Partnership Academy that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

School Weapons Policy

No student or non-student, including adults and visitors who are not sworn peace officers, are allowed to possess, use or distribute a weapon when in a School location or engaged in School related activities. The School will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, employee, volunteer, or member of the public who violates this policy.

Hazing Prohibition

No student, teacher, administrator, volunteer, contractor or other employee of Partnership Academy shall plan, direct, encourage, aid or engage in hazing. No teacher, administrator, volunteer, contractor or other employee of the school shall permit, condone or tolerate hazing. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

This policy applies to behavior that occurs on or off School property and during and after school hours. A person who engages in an act that violates School policy or law in order to be initiated into or affiliated with a student organization will be subject to discipline for that act. Partnership Academy will investigate all complaints of hazing and will take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the School who is found to have violated this policy.

Notification to Staff regarding Placement of Students with Violent Behavior

- A. Any staff member or other employee of Partnership Academy who obtains or possesses information concerning a student in the building with a history of violent behavior must immediately report said information to the Executive Director.
- B. The Executive Director or designee will meet with appropriate staff members for the purpose of notification and the determination of how staff will manage such student.
- C. Only staff members whose work assignment reasonably requires access to the information will receive notification.

Reporting Concerns and Violations of Partnership Academy Policies

In order to maintain a safe and respectful work place for our students, employees and visitors, it is essential that concerns and policy violations are reported in a timely manner to Partnership Academy. Reports can be made to your supervisor or a member of the Executive Team. For concerns relating to Partnership Academy employees, including management, see the Dispute Resolution process in this handbook.

PLEASE CONTACT THE EXECUTIVE DIRECTOR WITH ANY QUESTIONS OR TO OBTAIN COPIES OF PARTNERSHIP ACADEMY'S POLICIES AND FORMS.

Employee Acknowledgement

I acknowledge that I have received a copy of Partnership Academy's Employee Handbook. I have reviewed and understand the Employee Handbook. I understand that I should consult with the acting Executive Director or designee regarding any questions not answered in the Employee Handbook.

I have entered into an **at-will** employment relationship with Partnership Academy voluntarily and acknowledge that there is no specified length of employment. I understand that my employment relationship with Partnership Academy is at-will, meaning either Partnership Academy or I may terminate the relationship, with or without cause, at any time.

I understand that Partnership Academy may withdraw, revise or modify policies from time to time. I understand only Partnership Academy has the authority to withdraw, modify or revise Partnership Academy's policies and that such changes will be communicated in writing.

The Employee Handbook is the property of Partnership Academy. I understand that upon termination of my employment with Partnership Academy, I must return all keys and any other School property issued to me to the Executive Director or designee not later than my last day of employment with Partnership Academy. I also acknowledge that I will not retain or disclose any confidential information obtained through my employment at Partnership Academy, including private or confidential data relating to students or other employees.

I have received a copy of the Employee Handbook and I understand that it is my responsibility to read and comply with the policies contained in the Employee Handbook as well as any revisions made to it.

Date: _____

Employee Signature:

(See electronic Annual Training Acknowledgement Form for employee signature)