# EdVisions Cooperative

# Employee Manual

## for

# Vermilion Country School

# 2025-2026

**This manual is the property of:**
**EdVisions Cooperative, Inc.**
**111 South Meridian St., PO Box 183**
**Belle Plaine MN 56011**

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## SECTION 1

## INTRODUCTION

### 1.1 WELCOME

We welcome you as a member of EdVisions Cooperative, Inc. This cooperative model is one of the most innovative in the nation. It will enable you, along with your contribution of time and talent and in cooperation with the staff, students, parents, community, and School Board to provide the best possible education to the students at Vermilion Country School (VCS).

You have been given the unique opportunity to work in an innovative school environment. EdVisions Cooperative is an employer that encourages creativity and innovativeness while expecting more than teaching responsibilities. As a "teacher as owner" model, all members share in the business operations including but not limited to governance, finances, payroll/personnel, facility/equipment, and property maintenance, as well as participation on various business operation committees.

## EdVisions Cooperative Vision

To be recognized nationally as an educator-owned and controlled, dependable and innovative source of services, information and products for Teacher Professional Partnerships, Charter Schools and the educational community in general.

**EdVisions Cooperative Mission (What we do)**

To provide administrative, technical and educational support to Teacher Professional Partnerships, Charter Schools and the educational community in general in such a way that it improves administrative efficiency, encourages the personal professional development of educators and improves the quality of education for students.

**EdVisions Cooperative Core Values (What is important to us)**

We believe our most important task is improving the quality of education for students through creative school reform efforts including:

1. Brain Compatible Learning Environment
    - Learning program that utilizes constructivist strategies
    - Technology infused in learning program
    - Connects with the community at large
    - Involves parents in learning
    - Staff development plan that assimilates new staff and supports innovation
    - Staying current with latest research
    - Small school environment, low student to educator ratio

2. Democratic Learning Community
    - Encourages democratic, student centered principles
    - Utilizes democratic principles in governance structure
    - Involves all educators in site management teams
    - Licensed site educators make learning program decisions, guided by stakeholders
    - Site educators make personnel decisions
    - All members complete professional development plans
    - All members participate in site-based professional reviews
    - All site members are active participants of Professional Practice organization

3. Sound Administrative and Financial Management
    - Board operating with effective and legally compliant by-laws
    - Board training plan in place and followed
    - School policy requirements list developed and followed
    - Sound budget projections developed and followed or legitimate adjustments made
    - Sound accounting plan in place and utilized
    - Audits completed and acted on in a timely manner
    - Strategic planning methods outlined and followed
    - Rigorous school accountability plan developed and followed

4. Educator Professional Practice Organization
    - Recognize and support educators as owners and professionals
    - Support sustainability
    - Facilitate staff development and administrative efficiency

We encourage the development of Teacher Professional Partnerships.
We uphold the highest professions standard in education.
We endorse the basic Co-op Principles of:

- Democratic control
- Operations at cost
- Limited Dividends
- Voluntary, open membership
- Member education
- Cooperation among Cooperatives
- Concern for community

This manual is designed to acquaint you with EdVisions Cooperative/Vermillion Country School and provide you with information about working conditions, benefits, and policies affecting your employment.

**Some policies apply to all members of the Cooperative and some are specific to Vermilion Country School (such as specifics related to benefits). The contents of this manual shall not constitute nor be construed as a promise of employment or as a contract between the Cooperative and any of its members. The manual is a summary of our policies, which are presented here only as a matter of information. You are responsible for reading, understanding, and complying with the provisions of this manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.**

**Welcome to VCS:**
The Vermilion Country School (VCS) is a grades 7-12, small, innovative, as well as community and environmental-focused junior/senior high public charter school serving the Lake Vermilion area in Minnesota's beautiful North Country.

The school serves a multicultural student body of 45-75 students with a project-based learning model that is uniquely adapted to this remote, albeit picturesque, part of the state. The board is composed entirely of community members, advisors, and parents all of whom are motivated solely by their interest in providing community-based educational opportunity to the area's young people. The board seeks to establish a diverse staff reflecting the composition of the anticipated enrollment.

## 1.2 CHANGES IN POLICY

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including EdVisions Cooperative/Vermillion Country School's policies and procedures. The handbook is not a contract. The Organization reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook, an email to staff or in a posting on company bulletin boards.

## 1.3 VISION

Developing autonomy, fostering hope, building relationships, and becoming agents of change: enriching ourselves, our communities, and the world.

## 1.4 MISSION

To create a small, safe, engaging, and multi-cultural learning environment where students take an active role in their own education and in the betterment of their community.

## 1.5 "AT-WILL" EMPLOYMENT RELATIONSHIP

Your employment with EdVisions Cooperative/ Vermillion Country School. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and

with or without cause. Likewise, we respect your right to leave the Organization at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Organization document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Director/Personnel Committee has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Director/Personnel Committee.

If a written employment agreement between you and the Organization is inconsistent with this handbook, the written agreement is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## 1.6 STAFF PROFESSIONAL PRACTICE

The Vermilion Country School Board will have ultimate authority regarding the school, but will contract with the teachers/staff as a Staff Professional Practice (SPP) to operate and manage the school and to maintain the mission and vision on a daily basis. The board needs to hold the SPP accountable for the mission, vision and results at the school.

The Vermilion Country School Staff Team will embrace VCS's mission, provide opportunity for academic excellence for all students, and will assist in all aspects of the program development and implementation as outlined. For more information please refer to the Staff Professional Practice Handbook

**The following are the Teams designed at VCS:**

**Main Team:**
Staff Team- including all staff

**Sub Teams:**
ACDC (Academic, Culture, and Discipline Committee)
Special Education
Personnel

## SECTION 2

## DEFINITIONS OF MEMBERS STATUS

### 2.1 "MEMBERS" DEFINED

A "member" of EdVisions Cooperative is a person who regularly works for EdVisions Cooperative on a wage or salary basis. "Members" may include exempt, non-exempt, full-time, part-time, and temporary persons, and others employed with the Cooperative who are subject to the control and direction of EdVisions Cooperative in the performance of their duties.

**SALARIED EXEMPT**
Members whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

**HOURLY NON-EXEMPT**
Members whose positions do not meet FLSA criteria and who are paid at an hourly rate. They will be paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

**FULL-TIME**
Full-time members are those who have completed the 3-month introductory period and who are regularly scheduled to work 20 or more hours per week (averaging at least 1,000 hours annually). Generally, they are eligible for the Cooperative's benefit package after 30 days of employment, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME**
Part-time members are those who are scheduled to work 19 hours or less per week or on an intermittent basis. Part-time members are not eligible for benefits sponsored by EdVisions Cooperative.

**TEMPORARY (FULL-TIME or PART-TIME)**
Those whose performance is being evaluated to determine whether further employment in a specific position or with the Cooperative is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project, work period or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary members retain that status until they are notified of a change. They are not eligible for any of the Cooperative's benefit programs.

**INTRODUCTORY MEMBER**

New members or those in new positions whose performance is being evaluated to determine whether further employment in a specific position or with Vermilion Country School is appropriate. When a member completes the introductory period, the member will be notified of his/her status with EdVisions Cooperative. Each Staff member participates in a yearly review at the end of each school year. The status of introductory members will be addressed at this time. Completion of an introductory period does not imply or promise permanent employment status.

## SECTION 3

## EMPLOYMENT POLICIES

### 3.1 NON-DISCRIMINATION/EQUAL OPPORTUNITY

Equal Opportunity Statement

EdVisions Cooperative/Vermilion Country School is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age, race (including traits associated with race, which include, but are not limited to, hair texture and hair styles such as braids, locs, and twists), color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, familial status, genetic information, local commissions activity, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. The Organization is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Organization will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Organization will take appropriate corrective action, if and where warranted. The Organization prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Director/Personnel Committee or any other designated member of management.

## 3.2 EQUAL EMPLOYMENT OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. It is the responsibility of every school district employee to follow this policy.

E. Any person having a question regarding this policy should discuss it with the School Director.

## 3.3 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential school/business information is vital to the interests and success of Vermillion Country School and EdVisions Cooperative. Such confidential information includes, but is not limited to, the following examples:

- Compensation data/discussion (not required by public disclosure laws),
- Financial information/discussion (not required by public disclosure laws),
- Marketing strategies,
- Pending projects and proposals,
- Proprietary processes,
- Student/Personnel/Payroll records, and
- Business/school conversations between any persons associated with the Cooperative and/or its members.

Members, who improperly use, disclose, or access confidential business information will be subject to disciplinary action, up to and including immediate termination of employment and legal action, even if they do not actually benefit from the disclosed information.

## 3.4 NEW MEMBER ORIENTATION

Orientation is a welcoming process that is designed to make the new employee feel comfortable, informed about the Cooperative and School, and prepared for their position. New employee orientation is conducted by a Management/Personnel team member, and includes an overview of the Cooperative and School history, an explanation of the Cooperative core values, vision, and mission; and Cooperative goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. A member of the Personnel Team will introduce the new employee to staff at Vermillion Country School, reviews their job description and scope of position, explains the Cooperative's evaluation procedures, and helps the new employee get started on specific functions.

## 3.5 INTRODUCTORY PERIOD

The introductory period for regular full-time and regular part-time members lasts up to 12 months from date of hire or the date of new position. During this time, members have the opportunity to evaluate our Cooperative model, school and position and management has its first opportunity to evaluate the member. During this introductory period, both the member and the Teacher Professional Partnership have the right to terminate employment without advance notice.

Each staff member participates in a yearly review at the end of each school year. The status of introductory members will be addressed at this time. All members, regardless of classification or length of service, are expected to meet and maintain Cooperative standards for job performance and behavior (See Section 4, Standards of Conduct). Members and the Staff Professional Partnership will follow the notice requirements in Sec. 3.15 Employment Termination. Completion of the Introductory Period does not change employment status nor is it a promise or contract of continued employment.

## 3.6 SCHOOL HOURS

Monday through Friday, Approximately 7:45a.m. to 3:45p.m. Advisors.
Monday through Friday, Approximately 8:30 a.m. to 3:30 p.m. Paraprofessionals.

Staff may come in earlier or leave later as long as this does not conflict with scheduled meetings and is approved in advance with the Personnel Committee for planned events or for unplanned/emergency events with the School Administrator if necessary. Additional hours may be required to fulfill job duties.

The standard workweek is 40 hours of work (see Section 5.3, Overtime). In the computation of various employee benefits, the employee workweek is considered to begin on Sunday (starting at

12:01 a.m.) through Saturday (ending at 12:00 a.m.), unless the Administrative Team makes prior other arrangements with the employee.

### 3.7 LUNCH PERIODS

Hourly employees are allowed a duty free lunch break. Lunch breaks generally are taken between the hours of 11:00 a.m. and 12:30 p.m. and may be on a staggered schedule so that your absence does not create a problem for staff or students.

### 3.8 BREAK PERIODS

The school site may provide a break room for your comfort and employees will be allowed a bathroom break for each 4-hour period of work. Additional breaks are not guaranteed and they cannot be combined, saved, split or taken within the first or last hour of the shift. Breaks are paid and therefore the employee cannot leave the premises unless they notify a team member.

**If employees have unexpected personal business to take care of, they must notify a member of the personnel team to discuss time away from work and make provisions as necessary. Personal business should be conducted on the employee's own time.**

Employees who do not adhere to the break policy will be subject to disciplinary action.

### 3.9 PERSONNEL FILES

Employee personnel files may include the following working documents: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and working documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of EdVisions Cooperative, and access to the information is restricted. Management personnel of EdVisions Cooperative and Vermillion Country School who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact a Personnel Team member. With reasonable advance notice, the employee may review his/her personnel file in the school's office and in the presence of a personnel team member.

### 3.10 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Office Manager of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

## 3.11 INCLIMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt school operations. The decision to close the school will be made by the office personnel. When the decision is made to close, employees will receive official notification from the office personnel as soon as possible.

## 3.12 EMPLOYEE PERFORMANCE REVIEW

The Personnel Committee will conduct performance reviews and/or planning sessions with all full-time and part-time employees every three months of service. The Personnel Committee, School Administrator, and School Board may conduct informal performance reviews and planning sessions more often if they choose.

## 3.13 OUTSIDE EMPLOYMENT

Outside employment that creates a conflict of interest or affects the quality or value of your work performance or availability at EdVisions Cooperative/Vermilion Country School is prohibited. The Organization recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Organization should be reported to your Director/Personnel Committee. Failure to adhere to this policy may result in discipline up to and including termination.

## 3.14 CORRECTIVE ACTION

**EdVisions Cooperative/Vermillion Country School holds each of its employees to certain work rules and standards of conduct (see Section 4). When an employee deviates from these rules and standards, EdVisions Cooperative expects the employee's school personnel team to take corrective action.**

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards *typically* follows a pattern increasing in seriousness until the infraction or violation is corrected.

The *usual* sequence of corrective actions includes coaching (oral warning), a written warning, mentorship, probation, suspension and/or termination of employment. In deciding which initial corrective action would be appropriate, the personnel team will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

**Though committed to a progressive approach to corrective action, EdVisions Cooperative considers some rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of School property, the use of School equipment and/or School vehicles without prior authorization, untruthfulness about work history, skills, or training, divulging School or Cooperative business practices, and misrepresentations of EdVisions Cooperative and/or Vermillion Country School to a student, parent, a prospective student/parent, the general public, and/or an employee.**

## 3.15 EMPLOYMENT TERMINATION OF STAFF

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Termination** – involuntary employment termination initiated by the school's Personnel/Administrative Team
- **Layoff** – involuntary employment termination initiated by EdVisions Cooperative or the School's Administrative Team for non-disciplinary reasons.

When a non-exempt/hourly employee intends to terminate his/her employment with EdVisions Cooperative, he/she shall give their Administrative Team at least two (2) weeks written notice. Exempt/salaried employees shall give at least four (4) weeks written notice.

Since employment with EdVisions Cooperative is based on mutual consent, both the employee and EdVisions Cooperative have the right to terminate employment at will, with or without cause.

The payroll check date should be considered for all terminations. Should the employee not work after the 20th and receive a check for the full month, the employee will be required to return to the School the appropriate amount for the time not worked.

**Any employee who terminates employment with EdVisions Cooperative/Vermillion Country School shall return all files, employment manual, records, keys, and any other equipment or materials that are property of VCS or EdVisions Cooperative.**

Employee's benefits will be affected by employment termination in the following manner. Some benefits may be continued at the employee's expense (See Section 5, Benefits) if the employee elects to do so. The employee will be notified of their COBRA benefits that may be continued and of the terms, conditions, and limitations.

## 3.16 SAFETY

EdVisions/Vermilion Country School provides information to the employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Team meetings
- Bulletin Board postings
- Memorandums
- Other written communications

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to Office Personnel. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.
In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify the Personnel Committee.

## 3.17 HEALTH-RELATED ISSUES

Employees, who become aware of any health-related issue, including pregnancy, should give notice to their personnel/Administrative Team of health condition and/or restrictions. This policy has been instituted strictly to protect the employee.

A written "permission to work" from the employee's doctor may be required at the time or shortly after notice has been given and in some cases may be required before returning to work if the absence is more than 3 days. The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

## 3.18 BUILDING SECURITY

All employees who are issued keys to the school are responsible for their safekeeping. The last employee, or a designated employee, who leaves the school at the end of the business day assumes the responsibility to ensure that all doors and windows are securely locked, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off.

Kitchen Manager is responsible to check that kitchen appliances are shut off, fridge and freezer doors are closed/locked and the kitchen door is locked before leaving for the day.

## 3.19 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at or missing from the school or school property. EdVisions

Cooperative/Vermillion Country School assumes no risk for any loss or damage to personal property.

## 3.20 IMMIGRATION LAW COMPLIANCE

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with EdVisions Cooperative. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Personnel Team.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the EdVisions Cooperative.

## 3.21 CRIMINAL BACKGROUND CHECK

A criminal background check will be conducted on all school employees. Volunteers will be required to complete a background check depending on frequency, student contact and/or duties.

## 3.22 PARKING

Employees must park in areas designated by the school.

## 3.23 VISITORS IN THE WORKPLACE

To provide for the safety and security of the students, employees, visitors, and the facilities, only authorized visitors are allowed in the school/workplace and will be required to sign in. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors must enter through the main reception area and check in with the Office Personnel. Authorized visitors should be escorted to their destination and should be accompanied by an employee if possible. Confidential information should not be in the viewing area of the visitor. All employees are responsible to take notice and acknowledge the presence of a visitor. If a visitor is expected all staff need to be notified of arrival and departure times.

## 3.24 SUPPLIES, EXPENDITURES; OBLIGATING THE SCHOOL

Only authorized persons may purchase supplies in the name of EdVisions/Vermilion Country School. Authorized individuals must follow the Vermilion Country School Financial Accountability Staff Guidelines. Employees whose regular duties do not include purchasing

shall not incur any expense on behalf of EdVisions/Vermilion Country School or bind Vermilion Country School by any promise or representation without written approval.

## 3.25 EXPENSE REIMBURSEMENT

Expenses incurred by an employee must have prior approval form the Board Chair and/or School Admin. An example of such an expense might include mileage. Within 60 days of when the expense was incurred, completed reimbursement request forms should be turned in to the Office Manager. Allow at least two weeks for reimbursement.

## 3.26 WHISTLEBLOWER

A whistleblower as defined by this policy is an employee of EdVisions Cooperative who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor at their site or to the EdVisions Cooperative's Administrator if complaint is not resolved. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact their immediate supervisor or the EdVisions Cooperative's Administrator immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the school sites director or school board who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the EdVisions Cooperative's Administrator.

### 3.27 Wage Disclosure Protection

Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at 651-284-5075 or 800-342-5354.

### 3.28 Conflicts of Interest

EdVisions Cooperative/ Vermillion Country School is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a supplier, distributor, or contractor to the Organization, you must disclose it to your Director/Personnel Committee. If an actual or potential conflict of interest is determined to exist, the Organization will take such steps as it deems necessary to reduce or eliminate this conflict.

### 3.29 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with EdVisions Cooperative, Inc.. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Director/Personnel Committee.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Organization.

### 3.30 Job Descriptions

EdVisions Cooperative/ Vermillion Country School attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Director/Personnel Committee.

Job descriptions prepared by the Organization serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Organization may have to revise, add to, or delete from your job duties per business needs. On occasion, the Organization may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Director/Personnel Committee.

### 3.31 Criminal Activity/Arrests

EdVisions Cooperative/ Vermillion Country School will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Organization, whether on or off Organization property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### 3.32 Transfers

EdVisions Cooperative/ Vermilion Country School may transfer your employment from one position to another with or without notice, as required by the school's needs. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

### 3. 33 Religious Accommodation

EdVisions Cooperative/Vermilion Country School recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Organization complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Organization will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

## Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Director/Personnel Committee. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Organization will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Organization encourages you to suggest specific reasonable accommodations. However, the Organization is not

required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Organization.

The Organization will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

### 3.34 Accommodations for Nursing Mothers

EdVisions Cooperative/ Vermilion Country School will provide nursing mothers reasonable paid break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, the Organization will provide you a private room, other than a restroom, to express milk. The room will be in close proximity to the work area, shielded from view and free from intrusion from coworkers and the public, and will have access to an electrical outlet.

The break times must, if possible, run concurrently with any break times already provided. The Organization will not reduce your compensation for time used to express milk.

You are encouraged to discuss the length and frequency of these breaks with your Director/Personnel Committee.

The Organization will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

### 3.35 Disability Accommodation

EdVisions Cooperative/Vermilion Country School complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Organization will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

## SECTION 4

## STANDARDS OF CONDUCT

### 4.1 WORK RULES AND STANDARDS

The work rules and standards of conduct for EdVisions/Vermilion Country School are important. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the school's business.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of school property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace and/or school vehicle;
- Sexual or other unlawful or unwelcome harassment, including Sexual Harassment;
- Excessive absenteeism or any absence without notice;
- Unauthorized use of school-owned equipment;
- Using school equipment for purposes other than school business;
- Unauthorized disclosure of student records or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

## 4.2 ATTENDANCE/PUNCTUALITY

EdVisions Cooperative/VCS requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your Director/Personnel Committee as soon as possible but at least 1 hour before your scheduled start time. If your Director/Personnel Committee is not available, please contact a team member.

If you must miss work due to an emergency or other unexpected circumstance, notify your Director/Personnel Committee as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by

applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Director/Personnel Committee immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Organization policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on school operations.

The Organization reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for 2 or more consecutive days and have not provided proper notification, the Organization will assume that you have voluntarily resigned your position and will proceed with the termination process.

**It is your responsibility to ensure that plans and materials are in place during your absence.**

## 4.3 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify the School Administrator and/or Office Manager. This will allow the school to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the school is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the building for some other reason before the end of the workday, be sure to inform the Office Personnel of the situation.

## 4.4 BEREAVEMENT POLICY

### Funeral/Death

Each fulltime staff member shall be allowed two paid days leave each school year in the event of a death/funeral of a family member or friend. These two paid days shall not be subtracted from

the staff member's accrued Paid Time Off (PTO). Any additional time taken beyond these two days, for the purpose of a death or funeral, may be allowed with the consent of the administrator. This additional time shall be subtracted from accrued PTO days. Or if such leave exceeds the accrued PTO days, shall be considered unpaid leave.

**Policy in Force**

This policy shall be considered in force from the date of its adoption by the School Board (08/23/13). It shall remain in force unless rescinded or amended by action of the School Board.

## 4.5 HARASSMENT, INCLUDING SEXUAL HARASSMENT

EdVisions/Vermilion Country School is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

Any employee who becomes aware of possible harassment should promptly advise the administrator who will see that the complaint is forwarded to the personnel committee in a timely and confidential manner, or if complaint is about the administrator then contact the school board chair who will see that the complaint is forwarded to the personnel committee in a timely and confidential manner.

Vermilion Country School has adopted a Harassment and Violence Policy. It is the policy of Vermilion Country School to maintain a learning and working environment that is free from religious, racial, sexual, or any other type of harassment and violence. This policy refers to staff and to staff harassment.

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed,

religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

B. A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district harasses a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district inflicts, threatens to inflict, or attempts to inflict violence upon any pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who is found to have violated this policy.

## III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Age" means the person is over the age of 25 years.

2. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:

   a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;

   b. has a record of such an impairment; or

   c. is regarded as having such an impairment.

3. "Familial status" means the condition of one or more minors being domiciled with:
   a. their parent or parents or the minor's legal guardian; or

   b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

4. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

5. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

6. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

7. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

8. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

   a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

   b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

   c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

   a. unwelcome verbal harassment or abuse;

   b. unwelcome pressure for sexual activity;

   c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;

   d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of gender.

F. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

G. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

## IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a pupil, teacher, administrator, or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel should report the alleged acts

immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.

B. In Each School Building. The charter school director, the director's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the school board chair by the reporting party or complainant. School district personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.

C. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

D. In the District. The school board hereby designates the school director as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the school board chair.

E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

F. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments.

G. Use of formal reporting forms is not mandatory.

H. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will

respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

## V. INVESTIGATION

A. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the school board chair upon completion of the investigation. If the complaint involves the human rights officer, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## VI. SCHOOL DISTRICT ACTION

A. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator, school board member, or other school personnel who retaliates against any person who makes a good faith report of alleged harassment or violence prohibited by this policy or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.

B. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.

C. This policy shall appear in the student handbook.

D. The school district will develop a method of discussing this policy with students and employees.

E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited

to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

F. This policy shall be reviewed at least annually for compliance with state and federal law.

## 4.6. TELEPHONE USE

Vermilion Country School's telephones are intended for the use of serving our students and in conducting the school's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line.

To respect the rights of all employees and avoid miscommunication in the school, employees must inform family and friends to limit personal telephone calls during working hours. Employee's personal cell phone/phone use should be limited while at work.

## 4.7 PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with students, parents and the general public. Employees should be well groomed and dressed appropriately for our business and for their position in particular. Everyday dress code is "business casual". On pre-approved special theme days school appropriate attire should be worn.

Consult your school administrator if you have any questions about appropriate school attire, for policy issues please contact personnel committee.

## 4.8 SUBSTANCE ABUSE

EdVisions/Vermilion Country School is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol, cannabis and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the School while they are on the School premises or elsewhere on School business/field trips.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse or cannabis on School property is prohibited.

Being under the influence of illegal drugs, cannabis, alcohol, or substances of abuse on School property is prohibited.

Working while under the influence of prescription drugs that impair performance is prohibited.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Cooperative's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug, cannabis or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting School business or being on School property while under the influence of an illegal drug, cannabis or alcohol, in an impaired condition, or having the appearance (odor on breath, slurred speech, etc.) of being under the influence.

So that there is no question about what these rules signify, please note the following definitions:

**School property:** All Cooperative/School owned or leased property including vehicles, parking lots and land.

**Controlled substance abuse:** Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

**Drug:** Any chemical substance including alcohol that produces physical, mental, emotional, or behavioral change in the user.

**Drug paraphernalia:** Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

**Illegal drug:**
a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.
c. Inhalants used illegally.

**Under the influence:** A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

## 4.9 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on the school's premises. Employees must follow all rules posted and adhere to all policies associated with this policy.

## 4.10 INTERNET USE

Employees are allowed use of the Internet and e-mail when necessary to serve our students and conduct the school's business.

Employees may use e-mail when appropriate for school correspondence.
Use of the Internet must not disrupt operation of the school's computer network and use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. EdVisions/Vermilion Country School reserves the right to access and monitor all files and messages of its employees.

## 4.11 VAN DRIVER RESPONSIBILITIES

Responsibilities include but are not limited to:

- Complete Pre-employment and annual drivers training with the transportation coordinator
- Complete daily pre-trip DOT inspections and forms
- Document starting and ending mileage daily
- Document field trip mileage
- Remind students of safety concerns and riding expectations when necessary
- Monitor and fuel van
- Notify transportation coordinator when services and oil changes are needed
- Check vans daily for vandalism or exterior damage
- Pick up garbage/items in van after routes and/or field trips
- Empty garbage cans weekly
- Monthly cleaning of the vehicle
- Report any traffic violations to the transportation coordinator within 24 hours
- Notify transportation coordinator of any accidents or issues immediately
- Inform transportation coordinator of license renewals
- Contact the transportation coordinator 8 hours prior to your shift if unable to

## 4.12 SOCIAL MEDIA

**Employee-student relationships:** Every school district employee is to maintain a standard of professionalism, and acting within accepted standards of conduct and applicable standards of ethics and professional conduct in Minnesota law. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students including through the use of social media. Such relationships must be and remain on a teacher-student basis or an employee-student basis. Communications with students or former students who are minors on social media must be only for school-related purposes. Use e-communication tools that are operated by the District (District email, Google Classroom, District websites, etc.). Twitter accounts are permitted provided they serve an education purpose and the employee's supervisor is informed. While it may be acceptable for employees to "friend" relatives or children of close friends on personal social media networking sites, communication when there is a teaching, coaching or other school relationship is directed by this policy. Employees may not inform, publish or distribute to students any personal social networking site of the employee. Excessive informal and social involvement through social media with

individual students is prohibited. Such communication is unprofessional, is not compatible with employee student relationships, and is inappropriate.

## 4.13 Ethics Code

EdVisions Cooperative/Vermilion Country School will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound professional judgment. Our employees are expected to adhere to high standards of professional and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Organization.

We expect that employees will not knowingly misrepresent the Organization and will not speak on behalf of the Organization unless specifically authorized. The confidentiality of student data, proprietary information, and similar confidential information) about the Organization or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

**Minnesota Teacher's Code of Ethics:**

- A teacher shall provide professional education services in a nondiscriminatory manner.
- A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.
- In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.
- A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- A teacher shall not deliberately suppress or distort subject matter.
- A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- A teacher shall not knowingly make false or malicious statements about students or colleagues.

- A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

### 4.14 ABUSE POLICY FOR THE PROTECTION OF CHILDREN & YOUTH

It shall be the policy and practice of EdVisions Cooperative to do everything in our power to prevent physical, emotional or sexual abuse against children and youth who attend our schools or work in our organization.

EdVisions Cooperative will implement orientations and training seminars for persons in management and employment who have direct or indirect contact with children and youth. EdVisions Cooperative/School will screen (background check) all employees who work at our schools after they have received an offer of employment and prior to them working within our organization in compliance with MN State Statute 123B.03. All staff working at our school will receive mandated reporter training and will report all instances of abuse. Management and employees will receive ongoing training as designated by EdVisions Cooperatives and as required by the Minnesota Department of Education.

Persons who have knowledge of possible violations of this policy by any employee or volunteer should report to appropriate supervisors and administrators. The Administration will take action in investigation, reporting, due process, and take action to seek justice.

See the full Abuse Policy for the Protection of Children & Youth on the Co-op's website.

### 4.15 JOB ABANDONMENT

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of two consecutive days, you will be considered to have abandoned your job and voluntarily resigned from EdVisions Cooperative/Vermilion Country School.

## SECTION 5

## WAGE AND SALARY POLICIES

### 5.1 COMPENSATION

Each employee's hourly wage or salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion or change of job responsibilities.

Salaries or hourly rates will be determined on the basis of school financial status, performance, adherence to policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals.

## 5.2 TIMEKEEPING

Accurately recording of time worked is the responsibility of every non-exempt/hourly employee. Time worked is the time actually spent on a job(s) performing assigned duties.
The school does not pay for *extended* breaks or time spent on personal matters.

The time sheet is a legal instrument. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

The employee's immediate supervisor will review time records each week. The payroll person or appropriate person must approve any changes to an employee's time record. Questions regarding the payroll should be directed to the payroll/personnel member at your school and/or EdVisions Cooperative.

> **Time Sheet –** Non-exempt/hourly employees will be issued a time sheet on their first day of employment. The employee will be given thorough instructions on usage and instructions on what to do should a problem occur.

Questions regarding the payroll should be directed to the Director/Office Manager.

## 5.3 OVERTIME

Overtime compensation is paid to non-exempt hourly employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate, Paid-Time-Off, personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime.

All overtime work performed by an hourly employee must receive the Director/Office Manager's prior authorization. Overtime worked without prior authorization may result in disciplinary action. The authorized signature on a timesheet authorizes pay for hours worked and overtime. If working on a number of different pay scales, overtime pay will be prorated by EdVisions.

## 5.4 PAYDAYS

**All employees are paid monthly. The pay period begins on the 1st of each month and ends on the last day of the month. Paychecks are issued the 15th and last day of each month. (If the employee terminates employment after the a pay period end, but has not accrued enough work to count those hours, see Sec. 3.14 Employment Termination). In the event that a regularly scheduled payday falls on a weekend or holiday, employees will usually**

**receive pay on the next day of operation according to the Direct Deposit Electronic processing schedule.**

Salaried employees are paid monthly based on the agreed upon monthly rate.

Hourly employees are also paid monthly based on the number of hours worked.

EdVisions Cooperative processes payroll through a direct deposit or paycheck system. Employees receive an "advice of deposit" or check stub indicating the paid hours and deductions.
Any overpayment of wages or salaries will be due and payable to EdVisions Cooperative immediately upon discovery of such overpayment.

## SECTION 6

## BENEFITS AND SERVICES

EdVisions Cooperative offers a benefits program for its full-time employees (See Definitions, Full-time, Sec. 2). However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

### 6.1 GROUP INSURANCE

EdVisions Cooperative offers the following health and life insurance programs for FULL-TIME (20 or more hours per week with a minimum of 1,000 hours per year) employees employed for 30 days. For specific information regarding the plans ***see the individual Summary Plan Description.***

#### HEALTH INSURANCE

This Plan is a fully insured medical plan. Coverage is subject to all terms and conditions of the Plan.

- Coverage begins first of the month following 30 days of employment
- Members have their choice of plans: $1500 Plan, $4000 Plan, or a $5500 high deductible Health Savings Account (HSA).
- The amount of the premium to be paid by the member and the school will be determined at each school. If medical insurance is waived, you may use the allocated amount towards Dental or Vision.

#### DENTAL

- Coverage begins on the first of the month following 30 days of employment
- This is a voluntary plan and premiums are paid by employee.

**VISION**

- Coverage begins on the first of the month following 30 days of employment
- This is a voluntary plan and premiums are paid by employee.

**LIFE INSURANCE**

EdVisions Cooperative provides a Life Insurance benefit for all full-time (20 hours or more per week) employees. The School will cover 100% of the premium for a basic $50,000 policy. There is an optional plan to select additional coverage and/or coverage for your dependents. Coverage is subject to all terms and conditions of the Plan.

**SHORT AND LONG TERM DISABILITY INSURANCE**

This benefit plan provides for continuation of part of your income during a major illness or injury. The premium is paid by the employer. If an employee is unable to perform substantially all of his/her essential duties because of a physical or mental condition, illness or injury, for a period more than 90 days then long-term disability benefits may apply. See the Long-Term Disability Summary Plan Description for details.

The employee's portion of any premium deduction for health/dental insurance will be deducted on a pre-taxed basis. (See Flexible Spending Plan)

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

## 6.2 COBRA BENEFITS

**The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the EdVisions Cooperative health plan when a "qualifying event" would normally result in the loss of eligibility.**

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at EdVisions Cooperative's group rates plus an administration fee. EdVisions Cooperative provides each eligible employee with a written notice describing rights granted under COBRA when the

employee becomes eligible for coverage under EdVisions Cooperative's health insurance plan. The notice contains important information about the employee's rights and obligations.

## 6.3. SOCIAL SECURITY/MEDICARE

EdVisions Cooperative withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

## 6.4 TEACHERS RETIREMENT PLAN-TRA (Licensed teachers only)

All full-time, part-time, and temporary teachers contribute 7.75% of their gross income to the Teacher's Retirement Plan and the employer matches that 8.75%. Teachers may also contribute an additional amount into the TSA Plan (see 6.5 Tax Sheltered Annuity Plan). The additional contribution is **not** matched by the employer.

## 6.5. TAX SHELTERED ANNUITY - TSA

The TSA plan offers EdVisions Cooperative's employees a unique opportunity for savings, potential financial growth and favorable tax treatment. Educators Benefits Consultants (EBC) manages the TSA Plan. The authorized vendors are VALIC and Hofslien Wealth Services, ESI or Waddell & Reed. If you use another unauthorized vendor, it is at your own risk and has to be through an approved account with EBC.

The TSA plan helps contributors save in several ways:

a. Gross taxable income is reduced
b. The employee contributes 5% of the gross wages and the employer contributes a matching 5%.
c. The employee may contribute an additional amount above the 5% that is not matched.
d. Convenience of payroll deduction (amount you choose)

**ADVISORS/TEACHERS**

The TSA plan provides an option for additional Tax Sheltered Annuities savings above the Teacher's Retirement Plan (TRA). Any amount the teacher/advisor contributes in this plan is **not** matched by the employer.

## 6.6. PAID TIME OFF (PTO)/HOLIDAYS (*Meeting MN's ESST requirement)*

Staff will follow the approved school calendar.

Salaried staff will accrue 10 days of PTO per academic year. Non-Salaried staff will accrue 6 days of PTO per academic year. Part- time staff will accrue PTO on a prorated basis at a rate of not less than 1.0hour for every 30 hours worked. PTO is available immediately upon employment.

PTO cannot be taken before it is approved. Vermilion Country School will make every effort to grant PTO leave requests. However, the school must provide for adequate levels of staffing and employees' requests are not guaranteed. PTO leave requests should be given to the Office Manger 2 weeks prior to date being gone. The requests will be brought to the Personnel Committee for approval. Emergency PTO requests should be brought to the Office Manager and administrator will review for approval.

Salaried Staff – When missing a contracted work day PTO will be subtracted from your total hours. If no hour available your next check will be prorated to the amount of days worked in the month.

PTO will be deducted from staff at 15 minute increments. For example, if a staff member needs to leave early or run an errand during school every 15 minutes will be subtracted from their PTO total. For hourly employees there are exemptions to this, for more information regarding this meet with the office manager and/or administrator for clarification.

**Holidays**

The following federal holidays occuring during the academic year will be paid for hourly employees when the holiday falls on a day in the regular schedule of the employee. This is for hourly employees working 20 hours per week or more throughout the academic year.. Hourly employees working less than 20 hours per week (i.e. transportation drivers & other part time hourly staff) will not be paid for holidays. The holidays paid for full time hourly workers are:

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

President's Day

Memorial Day

Juneteenth

**Unused PTO**

A maximum of 10 days per year can be carried into subsequent years. Maximum compiled carryover is twenty (20) days.

**Transfer of PTO**

In the event of serious illness or life circumstances, personal days may be donated to staff in need of assistance. Staff may donate whatever amount of PTO they want to donate.

**Record-Keeping**

The assigned school Office Manager maintains Paid Time Off earned and used on an Excel Spreadsheet in the office. Each employee is responsible for verifying his/her information to make sure the correct amount of available hours is accurate.

Each full-time (20 hours per week or more) employee is responsible for completing a leave request in a timely manner in written form (email, note, etc.), given to the Office Manager.

The PTO granted under this policy is not treated as accrued time or vested wages. Employees will not be paid for PTO at the end of employment unless otherwise required by law.

## 6.7 LEAVES OF ABSENCE

### 1. General Leave

Staff may request unpaid leave ranging from one (1) month to one (1) year. This may be renewed.

Requests for leave for the upcoming school year must be made in writing to the school board on or before March 15 (03/15) of the current school year.

Staff will not accrue additional benefits while on leave. When you return from leave you will be reinstated to your former position or an equivalent position. Failure to return from leave or recall from a leave will be considered a voluntary quit.

**General Leave** shall be allowed by the School whenever a licensed teacher/salaried employee's absence is found to have been due to illness, immediate family illness or physical disability which prevents his/her attendance or performance of duties on that day or days.

A request for medical leave of absence of more than three (3) consecutive days under this section, shall be accompanied by a written doctor's statement outlining the condition of health and an estimated date for which the teacher is expected to be able to resume normal responsibilities. (See also Sec. 6.7, #7 Child Care/Family Medical Leave)

**2. Voting**

Employees will be granted time-off on Election Day to vote in any statewide general election or to fill a vacancy in Congress. Employees are encouraged to vote prior to or after normal working hours if it is at all possible.

**3. Absences for Child's School Activities (Minnesota State Law)**

Under Minnesota Law regarding working-parents rights, every employee is entitled to take up to 16 hours unpaid leave a year to attend their children's school conferences, classroom activities, child care or other early childhood program. Employees may use vacation time. The employee should try to give his/her supervisor reasonable notice of the upcoming absence.

4. **Absences for Sick Child Care**

Under Minnesota Law regarding working-parent rights, if you work at least half time, you are allowed to use your accrued sick leave to care for your sick dependent child. Dependent child is defined the same as the Employer's Health Insurance Policy.

5. **Jury Duty**

An employee who has completed 90 days of employment and has been summoned for jury duty will be allowed time off with pay for jury duty. The employee will need to show evidence of selection and any fees received are to be given to the Employer except for allowance for transportation to and from jury duty.

The employee is expected to work as much of the regularly scheduled assigned day as possible when not actually on jury duty. You are required to work before and after jury duty if able to work a minimum of two consecutive hours. It is necessary for you give the Employer as much advance notice as possible.

Employees who are already off work and receiving Disability Leave pay are not eligible to receive additional paid time due to serving on jury duty.

**6. Military Leave**

EdVisions Cooperative/ Vermillion Country School complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Vermillion Country School's Director. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in

accordance with state and federal law. You must notify your Director/Personnel Committee of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Vermillion Country School's Director.

7. **Family and Medical Leave**
   Family Medical Leaves are to affirm EdVisions Cooperative and Lafayette Charter School's commitment to children and families. This parenting/child care leave and family medical leave policy is hereby created to provide all staff with a clear understanding and interpretation of the use and administration of Minnesota Statutes (Parenting /Child Care Leave and Federal Public Law (Family and Medical Leave Act).

   Furthermore, the EdVisions Cooperative staff will provide its members with support and assistance in reviewing and selecting the most appropriate options available to them. For the purposes of this policy, "parent" shall be an eligible staff member who is a natural or adoptive parent or guardian.

   All leaves covered by this policy, except as provided for in Federal law, Minnesota Statute and/or PTO policy shall be unpaid leave. The statutory leaves set forth benefits that must be provided to all staff members who are eligible for the leaves.

   **Twelve-week Leave**

   Regular full-time staff members who have been employed by the School for at-least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
   - Birth of the staff member's child
   - Placement of an adopted or foster child with the staff member;
   - To care for the staff member's spouse, son, daughter, or parent with a serious health condition;
     and/or
   - The staff member's serious health condition makes the person unable to perform the functions of the staff member's job.

   1. For the purposes of this policy, "year" is defined as a rolling 12 month period measured backward from the date the staff member uses any leave.
   2. A "serious health condition" typically requires either inpatient care, an absence of 3 or more days for a serious health condition or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.

3. Eligible spouses employed by the school are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the staff member's own serious health condition.
4. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school site or when medically necessary. However, part-time staff members are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week.
5. If a staff member requests a leave for a serious health condition of the staff member or the staff member's spouse, child or parent, the staff member will be required to submit sufficient certification. In such a case, the staff member must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
6. Requests for leave shall be made to the Site Administrative Team. Staff members must give 30 days written notice of a leave of absence where practicable. Staff members are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school site, subject to and in coordination with the health care provider.
7. During the period of a leave permitted under this policy (which does not exceed a total 12 work weeks in the applicable 12 month period), the school will provide health insurance under its group health plan under the same conditions coverage would have been provided had the staff member not taken the leave. The staff member will be responsible for payment of the staff member contribution to continue group health insurance coverage during the leave. A staff member's failure to make necessary and timely contributions may result in termination of coverage. The staff member may be allowed to substitute earned PTO leave for unpaid leave: the eligible PTO days must have been earned in the months prior to the implementation of the unpaid leave.
8. Staff members returning from leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or equivalent position as provided by law. However, the staff member has no greater right to reinstatement or to other benefits and conditions of employment than if the staff member had been continuously employed during the leave.
9. A staff member who does not return to work after leave or does not return for at least 30 working days, may, in some situations, be required to reimburse the school for the cost of the health plan premiums paid by it.
10. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations. Any terms used from the FMLA will have the same meaning as

defined by that ACT and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, that language of the applicable law will prevail.

**Six-week Leave**

A staff member who does not qualify for leave under the Family Medical Leave Act (12 week leave –see above) may qualify for a six-week unpaid leave for birth or adoption of a child. The employee needs to request the leave at least 30 days in advance. The school will continue to provide health insurance benefits under its group health plan under the same conditions coverage would have been provided had the staff member not taken a leave. A staff member's failure to pay on time may result in termination of coverage. Repayment of the schools contribution may be required should the employee not return from the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

Contact the appropriate Management Team member or EdVisions Cooperative for the Leave Request Form.

## 8. Pregnancy and Parenting Leave

EdVisions Cooperative/ Vermillion Country School provides eligible employees with up to 12 weeks total of unpaid pregnancy or parenting leave in accordance with the Minnesota Pregnancy and Parenting Leave Act (MPPLA).

*Eligibility*

To be eligible for pregnancy and parenting leave, you must:

- Have worked for the Organization for at least 12 months before requesting leave; and
- Work an average number of hours per week equal to at least one-half the full-time equivalent position in your job classification, as defined by Organization personnel policies or practices or pursuant to the provisions of a collective-bargaining agreement, during the 12-month period immediately preceding the leave.

*Use of Leave*

MPPLA leave is available to biological or adoptive parents in conjunction with the birth or adoption of a child. A ***child*** is a person under the age of 18 or is under the age of 20 but still attending a secondary school. Leave must start within 12 months of the birth or adoption; however, if the child remains in the hospital longer than the mother, leave must begin within 12 months after the child leaves the hospital (parenting leave).

MPPLA leave is also available to eligible female employees for prenatal care or for incapacity due to pregnancy, childbirth, or related health conditions and will begin at the time you request (pregnancy leave).

*Interaction with FMLA*

MPPLA leave and FMLA leave run concurrently, which means the leave provided by each individual law will count against your entitlement under both laws. However, if you take FMLA leave for unrelated reasons (such as a back injury not caused by pregnancy), you will still be entitled to 12 weeks of leave for pregnancy-related illness and parental leave.

*Return to Work*

After leave, you will be returned to your former position or to a position of comparable duties, number of hours, and pay. However, if during such leave the Organization experiences a layoff and you would have lost your job had you not been on leave, you will not be reinstated. In this situation, you will retain all rights under the Organization layoff and recall system.

Upon agreement with the Organization, you may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave period.

*Notice*

You must provide reasonable advance notice of the dates leave will begin and the estimated amount of leave that will be taken. If the leave is for more than one month, you must notify your Director/Personnel Committee at least two weeks prior to returning from such leave.

*Substitution of Paid Leave*

The amount of MPPLA leave will be reduced by any paid leave provided by the Organization, including disability, personal, medical, or sick leave, or accrued vacation time, so the total leave (MPPLA leave plus paid leave) is not more than 12 weeks.

*Benefits*

The Organization will continue to provide insurance coverage under any group insurance policy, group subscriber contract, or health care plan to you and your dependents as if you were not on leave. In some instances, the Organization may recover premiums it paid to maintain health coverage or other benefits for you and your family.

*Abuse of Leave*

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

*Retaliation*

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

## 9. Leave for Victims of Harassment or Domestic Violence

EdVisions Cooperative/ Vermillion Country School will provide employees who are victims of harassment or domestic abuse, or whose family or household member is the victim of domestic abuse, with reasonable time off for certain qualifying reasons.

*Eligibility*

All employees are eligible for this leave.

*Leave Usage*

Leave may be taken for the following reasons:

- In the case of harassment, to obtain a restraining order against the harasser; or
- In the case of domestic abuse, to obtain an order of protection for yourself or your family or household member.

***Family or household member*** means your spouse or former spouse, your parents and children, a person related to you by blood, a person who currently resides with you or has resided with you in the past, a person with whom you have a child in common, regardless of whether you were married or lived together, or any person with whom you are involved in a significant romantic or sexual relationship. In addition, this term refers to a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.

*Notice*

Except in the case of imminent danger to your health and safety or that of your family or household member, you must provide at least 48 hours' advance notice of your need for leave. You may be required to provide documentation showing evidence of your need for leave.

*Compensation*

Leave under this policy is unpaid; however, you may substitute any applicable paid leave for all or a portion of your unpaid leave.

*Confidentiality*

Information about your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

*Retaliation*

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

## 10. Sick and Safe Leave

In accordance with the Minnesota Sick and Safe Leave Act, you may use accrued, available sick leave benefits provided by EdVisions Cooperative/ Vermillion Country School (but not short or long-term disability or other salary continuation benefits) for absences due to the illness or injury of a relative on the same terms that you are able to use sick leave for your own illness or injury. You may also use accrued, available sick leave benefits for the purpose of obtaining assistance because of sexual assault, domestic abuse, or stalking, or providing such assistance to a relative (Safety Leave).

*Covered Relatives*

Covered relatives include a minor child (age 18 and under or age 20 and under and still in secondary school); adult child; spouse, including a same-sex spouse; sibling; parent, stepparent, or parent-in-law; grandparent; and grandchild. For purposes of this policy, "child" or "grandchild" also includes a step, biological, adopted, or foster child or grandchild.

*Limits of Time Off*

The use of sick leave benefits for Safety Leave and for absences due to an illness or injury of an adult child, spouse, sibling, parent, stepparent, parent-in-law, grandchild, or grandparent is limited to 160 hours in any 12-month period. This restriction does not apply to absences due to the illness or injury of a minor child.

*Reinstatement*

Upon return from leave, you will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours, and pay.

*Retaliation*

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

## 11. Victim and Witness Leave

EdVisions Cooperative/ Vermillion Country School realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you or a close family member was victimized by a criminal act. The Organization provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must provide at least 48 hours' advance notice to your Director/Personnel Committee to make arrangements for a leave of absence. If it is impractical or an emergency prevents you from providing advance notice, provide notification as soon as possible.

The Organization reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use PTO in place of unpaid leave.

Any information related to your leave will be kept confidential by the Organization.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

### 12. Isolation & Quarantine Leave

EdVisions Cooperative/Vermilion Country School provides up to 21 days of unpaid leave to eligible employees who need to isolate or quarantine in accordance with Minnesota law.

You are eligible for leave if you are subject to isolation or quarantine, or if you are caring for a minor or disabled vulnerable adult family member who is subject to isolation or quarantine, because of:

- A directive from the commissioner of health;
- An order of a federal quarantine officer;
- A state or federal court order; or
- A written recommendation of the commissioner (or their designee

Provide notice for leave as soon as possible.

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

### 13. Election Judge Leave

EdVisions Cooperative/Vermilion Country School will provide employees who are selected to serve as election judges with paid leave to fulfill the duties of their role. The Organization may reduce your salary or wages by the amount you were paid by the appointing authority when missing work to serve as an election judge.

You must provide at least 20 days' written notice of your need to take leave. Notice must be accompanied by certification from the appointing authority stating the hours you will be absent from work.

The Organization may restrict the number of employees to be absent from work for the purpose of serving as election judges to no more than 20% of the total workforce at any single worksite.

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

**14. POLITICAL LEAVE**

EdVisions Cooperative/Vermilion Country School will provide eligible employees with unpaid leave to:

- Attend any meeting of the state central committee or executive committee of a major political party (provided they are a member of the committee); or
- Attend any convention of major political party delegates, including meetings of official convention committees (provided they are a delegate or alternate delegate to that convention).

You must provide at least 10 days' written notice of your intent to take leave.

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

**15. PUBLIC OFFICIAL LEAVE**

EdVisions Cooperative/Vermilion Country School will provide employees who have been elected to public office with unpaid leave to attend meetings required by the public office.

Provide as much notice as possible of when you will need to be absent from work to attend meetings. The Organization will make an effort to allow you to make up the missed work time.

### 6.7 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at EdVisions Cooperative/ Vermilion Country School no matter how slightly, you are to report the incident immediately to your Director. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Director/Personnel Committee immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out

an accident report. You will be required to submit a medical release before you can return to work.

## SECTION 7

## EMPLOYEE COMMUNICATIONS

### 7.1 STAFF MEETINGS

Regular staff meetings will be held. These informative meetings allow employees to be informed on recent school activities, changes in the workplace, and employee recognition. All staff are expected to attend if work schedule permits.

### 7.2 MAILBOXES/E-MAIL

Mailboxes provide employees access to important posted information and announcements. The employee is responsible for reading necessary information placed in mailboxes and regularly checking their e-mail.

### 7.3 PROCEDURE FOR HANDLING COMPLAINTS

For all non-immediate job-related problems, questions or complaints should be forwarded to the Personnel Committee, who will respond in a timely manner.

Under normal working conditions, employees who have a job-related problem, question or complaint that needs immediate assistance should first discuss it with the administrator. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the concern goes past an immediate solution, the administrator will forward it to the appropriate committee or in the case of serious legal liability/labor issues the administrator will consult the EdVisions Administrator and/or school board chair as needed in order to recommend appropriate courses of action before forwarding the concern to the personnel committee, who will respond in a timely manner.

### 7.4 SUGGESTIONS

Vermilion Country School encourages employees to make suggestions to help the school be a pleasant, efficient, and cost effective employer. If they do not want to offer these orally or in person, write them down and leave them with the administrator, who will direct them to the correct team. If this is done anonymously, every care will be taken to preserve the employee's privacy.

# Handbook Acknowledgement Form

**I hereby acknowledge that I have reviewed and have a copy of the EdVisions Cooperative/Vermilion Country School Employee Manual for the 2023-24 school year. I understand this handbook has been prepared as a guide and a reference for all employees. The handbook is the property of EdVisions Cooperative/ Vermilion Country School and needs to be returned when I leave employment.**

**I agree to comply with the policies, procedures and expectations as set forth in the Handbook. I also acknowledge that these policies, procedures and expectations may be changed, interpreted, withdrawn, or added to by the EdVisions Cooperative Board at any time at the Cooperative's sole option and without prior notice to me.**

**I understand that my employment with EdVisions Cooperative Vermilion Country School constitutes an "at will" relationship. I may resign at any time for any reason, and EdVisions Cooperative and/or Vermilion Country School Board of Directors may terminate my relationship for any reason or no reason so long as it is not in violation of law.**

**I understand that the handbook does not in any way form a contract or imply or promise continuous, long term, or permanent employment.**

_____ _____

**Employee signature** **Date**

**Please sign and return to the School Administrator.**

c.c. Employee
Personnel file
EdVisions Cooperative