



2017-18 Employee Handbook

Director: Dr. Bryan Rossi

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<http://www.rochesterstemacademy.org/>

Building Hours: 7:30am-5:00pm

School Day: 8:00am-3:15pm with after school until 4:30 Oct-April

STEM Mission: The mission of Rochester STEM Academy is to provide a highly supportive learning environment for minority, immigrant and other students currently underserved in traditional area high schools and greatly underrepresented in Rochester's STEM (Science, Technology, Engineering, and Mathematics) industries through a challenging program that emphasizes creativity, accountability, ongoing assessments, college-preparation, and high academic achievement.

STEM Vision: Rochester STEM Academy will embed STEM immersion into all aspects of its programming, culture, and operations to support students from lower-income families become confident and skilled in STEM-related higher educational and employment opportunities.

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Welcome

Thank you for joining Rochester STEM Academy. Our hope is that you are joining this team in order to make a difference in the lives of our students. We look forward to working with you and you working with the school community to help achieve the goals we set as a staff for our school community. We hope to build a legacy each year with our students and staff so that Rochester STEM Academy can continue to work towards our mission and vision.

Who we are

Rochester STEM Academy is open to all students, but our mission is to provide a highly supportive learning environment for minority, immigrant and other students currently underserved in traditional area high schools and greatly underrepresented in Rochester's STEM (Science, Technology, Engineering, and Mathematics) industries through a challenging program that emphasizes creativity, accountability, ongoing assessments, college-preparation, and high academic achievement.

Designated Personnel

Throughout this document there may be references to specific personnel by their title. The titles are used to guide the staff in what position is responsible for certain roles and tasks.

- School Board- Elected representatives and executive director
- Executive Director- Dr. Bryan Rossi
- Human Resources Representative- (See the Executive Director for appropriate referral.)
- Special Ed Director- Ginny Zeyer (Designs for Learning)

This booklet is intended to be a guide to the policies and procedures of RSA (or school). It does not attempt to cover all school practices, policies, or procedures in detail nor is it intended as an employment contract. This booklet should be seen as an information guide only. Any deviation from the policies and/or practices stated in this handbook is within the sole discretion of the School and shall not be construed to constitute precedent that would affect any future action, nor shall any deviation alter the employment at-will relationship. Should any applicable local, state, or federal law or judicial decision render any School policies or practices invalid or inoperative, it shall not invalidate any other of School's personnel policies or practices.

Nothing within this handbook is intended to imply or guarantee any specified minimum terms of employment. Nothing in this handbook or any other written or unwritten policies or practices that the school creates or intends to create an express or implied contract, covenant, promise, or representation between School and the employee. For those employees who have a written agreement with the School, the terms of that agreement supersede any conflicting provisions contained in this handbook. Where the agreement is silent on a particular issue, the provisions of this handbook will generally apply.

Employment with the school is at will. This means neither the employee nor the School has entered into a contract regarding the duration of employment. This handbook does not modify or limit the employment at-will relationship.

All policies and procedures outlined in this booklet may be eliminated, revised, augmented, or changed at any time, with or without notice.

In all other situations, this employee handbook supersedes and replaces any and all previously or contemporaneously stated policies, oral or written representation, or statement of the school, including but not limited to, those contained in any manuals, handbooks, correspondence, memoranda or oral discussions, which are hereby expressly revoked.

School Board policies are available on the website: <http://www.rochesterstemacademy.org/School-Board.html>

Employee Practices

At-will Nature of Employment:

Rochester STEM Academy and its employees have an employment relationship known as “employment-at-will.” This means that either the employee or Rochester STEM Academy is free to terminate an employment relationship at any time, with or without cause. Statements on job applications, this employee handbook, training manuals, or other Rochester STEM Academy documents are not employment contracts and are not intended to create contractual obligations.

Equal Employment Opportunity:

Rochester STEM Academy is an equal opportunity employer. Rochester STEM Academy provides equal opportunity to all employees and applications for employment in accordance with all local, state, or federal laws. Rochester STEM Academy will not refuse to hire any individual, discharge any individual, or otherwise discriminate against any individual by reason of any employee’s race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, status with regards to public assistance, or any other characteristic protected by law. Employment-related decisions at Rochester STEM Academy are based only on the applicant’s or employee’s qualifications with respect to the requirements of the job.

If you feel you have an equal opportunity concern, you are encouraged to bring the matter to the attention of the Executive Director or School Board. An employee may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Rochester STEM Academy and Religion:

By virtue of the fact that charter schools are part of the public education system in Minnesota, charter schools are covered by the First Amendment. Thus charter schools are subject to the Establishment Clause of the United States Constitution, which is often referred to as the “separation of church and state.”

Rochester STEM Academy will not promote a particular religion or faith. Rochester STEM Academy believes that, while public education and religious institutions both seek to instill civic and moral ideal in young people, public charter schools and religious institutions have different, distinct, and unique roles in their development.

Harassment, Bullying, and Violence

This policy is designed to provide a safe work environment, free from unreasonable interference, intimidation, hostility or offensive behavior on the part of supervisors, managers, co-workers or visitors. This includes a prohibition against posting, wearing or distributing items that may be considered offensive. It also acknowledges that harassment, sexual or otherwise, is against the law and will not be tolerated by Rochester STEM Academy.

Rochester STEM Academy is committed to providing a working and learning environment that is free from harassment or bullying of any nature. Harassment based upon a person's race, color, religion, gender, sexual orientation, national origin, age, disability, or other characteristic protected by law is unlawful. Harassment for any reason is unacceptable at Rochester STEM Academy. In keeping with this commitment, we strictly prohibit unlawful or unacceptable harassment in any form, including verbal, physical, sexual and visual harassment.

Rochester STEM Academy takes threats of violence extremely seriously. Any act or threat of violence by or against any employee or student is strictly prohibited. This policy applies to all Rochester STEM Academy employees, whether on or off school property. Any use or possession of weapons, whether illegal or not, is prohibited on school property or while on Rochester STEM Academy business. This includes knives, guns, martial arts weapons, or other object that is used as a weapon. Any employee caught possessing a weapon will be disciplined, up to and including termination.

Reporting Procedures

If you believe you are being/or have been harassed by a coworker, supervisor, manager, student, parent, vendor or any other individual associated with Rochester STEM Academy, you should immediately report the alleged acts to the Academy Director. Rochester STEM Academy encourages the reporting party to use the official report form available from the school office, but oral reports shall be considered complaints as well. Nothing in the policy shall prevent any person from reporting harassment or violence directly to the Academy Director. Upon reporting an allegation of harassment, a prompt investigation will be conducted. Information will be kept confidential while ensuring a thorough investigation. Fair consideration will be given to all facts presented. The result of the investigation of each filed complaint will be reported in writing to the complainant in accordance with state and federal law.

Reprisal

No employee who reports possible harassment will be retaliated against in any way. Any employee who retaliates against or intimidates any employee making such a complaint will be subject to disciplinary action, up to and including termination.

Disability Management/Americans with Disabilities Act

Rochester STEM Academy will not discriminate against qualified individuals with disabilities in regard to job application. Procedures, hiring, advancement, discharge, compensation, job training and other terms conditions and privileges of employment. Rochester STEM Academy will provide reasonable accommodations for qualified individuals with disabilities as required by the Americans with Disabilities Act (the "ADA") or applicable state law. Employees must notify the Academy Director of the need for an accommodation. If possible, the employee should suggest potential or desired accommodations. Rochester STEM Academy is not required to implement the suggested or desired accommodation, but will work with the employee to identify an accommodation that best addresses the needs of both Rochester STEM Academy and the employee. Upon an employee's request for an accommodation,

Rochester STEM Academy may ask the employee for reasonable documentation about his or her disability and functional limitations. Rochester STEM Academy may also request the employee to sign a release allowing the Academy to request the employee's health care professional about his or her condition and the need for reasonable accommodation.

Substance Abuse

Rochester STEM Academy recognizes that chemical use and abuse constitute a grave threat to the physical and mental well-being of students and staff. Rochester STEM Academy believes that the school has a role in education, intervention, and prevention of chemical use and abuse.

Rochester STEM Academy strives to maintain a drug and alcohol free workplace in order to provide for a safe, healthy, productive and pleasant working environment. To promote this goal, Rochester STEM Academy has adopted and implemented a Substance Abuse Policy and requires employees to report to work in appropriate mental and physical condition to perform their job in a satisfactory manner. While on Rochester STEM Academy premises and while conducting business-related activities away from the Rochester STEM Academy premises, no employee may use, possess, distribute, sell, or be under the illegal influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job and does not endanger other individuals in the workplace. Employees under the illegal influence of alcohol are prohibited from entering or remaining on school district property. If an employee consumes illegal drugs or excessive amounts of alcohol while off campus on duty, the employee will be subject to disciplinary actions including termination.

Based on reasonable suspicion, Rochester STEM Academy retains the right to test any staff member at any time for drugs and/or alcohol.

Violations of this policy may lead to discipline, up to and including termination of employment.

Employees with questions or concerns about substance dependency or abuse may wish to discuss these matters with the Academy Director to receive appropriate resources in the community.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns or questions with the Academy Director.

All employees of the Academy and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. Drivers may be required to submit to drug and alcohol testing in accordance with the provisions of our policy and as provided in Minnesota Statute.

Reports of Student Substance Abuse

In the event that a staff member suspects that a student is abusing, possessing, transferring, distributing or selling chemicals or alcohol in a school location, the employee shall immediately either take the student to an administrator or notify the Academy Director of the suspicion and continue to observe the student until the Director arrives.

Reports of Staff Abuse

In the event that a staff member suspects that another staff member is abusing, possessing, transferring, distributing or selling chemicals or alcohol on the school campus, the employee will notify the Academy Director.

Immigration Law Compliance

Rochester STEM Academy does not hire anyone that is not a citizen of the United States or is not authorized to work in the U.S. under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof as defined by the Department of Immigration that they are eligible to work in the United States.

Personnel Files

Rochester STEM Academy keeps personnel files on each of its employees. These files are confidential in nature and are managed by Rochester STEM Academy. They will not be copied or be removed from the premises unless there is a legitimate business or legal reason to do so. All employees may view his or her personnel file by contacting the Director during normal business hours. No employee may alter or remove any document in his or her personnel file.

General Policies and Procedures

Background Checks

Rochester STEM employees must pass a background check as prescribed by Minnesota law.

Standards of Conduct

Rochester STEM employees are expected to maintain standards of professional, personal and business ethics consistent not only with the school's Mission and Vision Statement but also with the responsibilities we accept and embrace as lifelong learners and educators of the youth of our community.

Reporting Changes

Employees must promptly notify the main office of any change in name, address, telephone number, marital status, citizenship, tax-withholding allowances, emergency contact information, insurance beneficiary, dependent insurance records or other information deemed relevant to their ongoing employment with Rochester STEM Academy.

Employee Definition and Status

Employee Classifications

- School Year Employees - 10 months classified as exempt under FLSA
- Administrative Staff- 12 months classified as either exempt or non-exempt
- Hourly Staff- according to contract- classified as exempt

- Facility/Maintenance Staff- according to contract- classified as non-exempt
- Non-Licensed Community Expert/Limited Full Time License/others - according to contract, classified as exempt
- Contracted Employee - according to contract, classified as either exempt or non-exempt
- Rochester STEM Academy negotiates and renews contracted employees on an annual basis.

Over Time for hourly employees

Rochester STEM Academy complies with all federal and state laws in regards to compensation.

- Employees are designated "exempt" or "nonexempt" based on their job descriptions.
- Exempt employees are expected to work the required number of hours to fulfill their responsibilities and are not eligible for overtime pay.
- Nonexempt employees will be paid 1 1/2 their normal rate of pay for any hours worked exceeding 40 in a given work week. All overtime hours must be pre-approved by the Academy Director.

Employment Types

Full-Time Permanent Employee

Full-time employees are teachers, staff, and administrative employees who are regularly scheduled to work 35 or more hours per week. Full-time employees are eligible for benefits including paid time off (PTO), scheduled holidays, In addition, medical and dental insurance plans will be included under a cafeteria plan (Section 125).

Part-Time Permanent Employee

Part-time employees are those who work less than an average of 35 hours per week on a regular basis. Part Time employees working less than 35 hours per week are not eligible for benefits other than PERA or TRA.

Temporary Labor (Substitutes and Interns)

Full-time or part-time employees acquired by the School (for example, through an employment service) work on an as-needed or irregular basis. These employees are not eligible for benefits.

Casual Labor

Full-time or part-time employees are those hired by the School to work on a seasonal or irregular basis, not to exceed 6 months. These employees are not eligible for benefits.

Contract Labor

This includes full-time or part-time employees hired by the RSA to work on a specific project or for a specific period of time, such as educators hired as Long Term substitutes (LTS), or on a contracted specialty services basis (e.g., psychologist). These employees will have a specified time period as to when the project will start and end. These employees are not eligible for benefits.

The Academy Director is authorized by the Board to negotiate contracts with potential candidates. The contract shall state the school year for which employment is agreed-upon; salary or hourly wage;

responsibilities and duties of the staff; reporting authority; and any other special provisions upon which both parties agree.

Pay Periods

Both exempt (salaried) and nonexempt (hourly) employees will have federal and state taxes withheld from their wages. Employees are paid on the 1st and on the last day of the month. When the 1st or the last day of the month falls on a holiday or weekend, every effort will be made by the school to pay employees on the day before the holiday or weekend, but this is not guaranteed. Direct deposit is available for all employees to a checking and/or savings account of their choice within the continental United States.

Contracted Days and Hours of Work

Rochester STEM Academy Staff are expected to work on the days noted on the Board of Director's approved School Calendar, including professional development days for the applicable school year, subject to any modifications made by the Rochester STEM Academy Board. At no time shall students be left unattended in the school building, regardless of time of day or night. Any teacher that gives a student permission to arrive at school early or stay late must provide a note for the student to present to main office personnel. The teacher is also responsible for supervising that student at all times before or after school hours.

Hours of full-time employment are 7:30 to 4:30 Monday through Friday with two 15 minute breaks and a 30 minute lunch break (40 hours per week).

Hours of part-time employment are 7:30 to 3:30 Monday through Thursday with two 15 minute breaks and a 30 minute lunch break. And 7:30 to 12:30 Friday with one 15 minute break (33 hours per week).

For the 2015-2016 school year, all employees have 192 contracted days of which 175 are student contact days unless specified otherwise in the contract.

Performance Reviews

Each Teacher, Administrative Staff or Educational Assistant is to be evaluated annually by the School Director. The School Director is to be evaluated annually by the Board of Directors. Reviews that are more frequent may occur as necessary for the benefit of the program. All non-certified staff will be evaluated by the Director periodically throughout the course of the school year.

Expense Reimbursement

Reimbursements for purchases will be paid at least once a month. Employees should complete an Expense Reimbursement form and submit it to the Director. Original receipts must be attached to the request form in order for the reimbursement to be approved.

Attendance and Punctuality

Punctuality and regular attendance are important to the smooth operation of Rochester STEM Academy. If you are consistently late or excessively absent, student progress will be affected and an unfair burden placed on your co-workers. Therefore, unless your absence is permitted or excused, you are responsible for being at work and arriving on time. If you are going to be absent or late, it is your responsibility to call the Administrative Assistant and the Director as soon as possible in advance of the absence or lateness. An employee who is absent for reasons other than those permitted or excused by Rochester

STEM Academy's holiday, vacation, or leave policies, or repeatedly fails to provide notice as required, will be subject to appropriate disciplinary action, up to and including discharge.

Smoking

Smoking is not permitted on the school grounds.

Dress Code

A neat and professional appearance is expected of all employees of Rochester STEM Academy. Clothes should not be worn that expose cleavage or hips or create exposure when bending over or sitting on the floor with students. The best rule of thumb regarding dress is if in doubt, choose to wear something else. The Director shall determine appropriateness of dress if there are considerations regarding any employee's attire.

Telephone Use

Telephones are provided to enable teachers and other employees to carry out their work assignments in an efficient manner. Personal telephone calls should be kept to a minimum and never when students are in the classroom.

Voice Mail and Electronic Mail

All electronic and telephone communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of Rochester STEM Academy and as such are intended for teaching or other job-related purposes. Personal use should be kept to a minimum.

Field Trips

It is the duty of the teacher and any chaperone to supervise students during a school sponsored field trip. No student should be unattended, out of sight or left alone. Any teacher who does not adequately supervise students may face disciplinary action.

Use of Rochester STEM Academy Property

No Rochester STEM Academy equipment, including computers, photocopiers or printers may be used for personal business without first receiving authorization from the Director. Individual teachers assigned business supplies and equipment are responsible for their proper use, loss or damage.

Personal Property

Rochester STEM Academy cannot assume responsibility for any personal property located on its premises. Employees are to use their own discretion when choosing to bring personal property into the school and do so at their own risk. Additionally, employees may not bring or display in the school any property that may be viewed as inappropriate or offensive to others. No microwave ovens, refrigerators, toasters or other electrical appliances are allowed in classrooms without having first obtained the Director's approval.

Postage, Shipping and Office Supplies

Postage, shipping, and office supplies paid for by Rochester STEM Academy are for business purposes and are not to be used for an employee's personal purposes.

Personal Safety

The safety of each employee's health and security is very important to Rochester STEM Academy, which will make reasonable efforts to address an employee's safety concerns. Employees should remember to use caution and good judgment in all activities and should notify the Director if they believe there is a safety issue that should be addressed.

Concussion Protocol (Students and Staff)

While individual symptoms can vary after a concussion, there is a return-to-play protocol generally accepted by medical practitioners. There are five graduated steps requiring being symptom-free for 24 hours after each step before moving on to the next step. If not symptom free, individuals must return to the previous step.

1. No activity. Complete physical and cognitive rest for the first 24 hours.
2. Light aerobic activity. Engage in activity such as walking, swimming, stationary cycling to increase heart rate to no more than 70 percent for 15 minutes.
3. Sport-specific exercise. Add movement, such as running drills for soccer, to increase heart rate to no more than 80 percent for 45 minutes. No head impact activities.
4. Non-contact training drills. Increase exercise, coordination and attention while progressing to complex training drills, such as passing, to increase heart rate to no more than 90 percent for 60 minutes. May start resistance training.
5. Full contact practice. Following medical clearance, return to normal training activities.

Source: Sports Concussion Institute

Confidential Information

Rochester STEM Academy requires that employees not disclose student and other information held to be confidential by Rochester STEM Academy or by State or Federal law.

Leave Policies

Leaves of Absence

All leaves of absence granted by Rochester STEM Academy shall comply with State and Federal laws. Rochester STEM Academy provides the following types of Leaves of Absence:

Professional Leave

A Rochester STEM Academy Staff Member (either full or part-time) may be granted professional leave days during a school year without salary deduction. The Rochester STEM Staff member seeking a professional leave day must seek the approval of such from the Academy Director prior to the date of leave. The purpose of the professional leave must be for the benefit of Rochester STEM Academy as defined by the Academy's Director. Approval of the requested professional leave is at the sole discretion of the Academy Director.

Funeral Leave

When a death occurs in an employee's immediate family, an employee may take up to four (4) days with pay in order to attend the funeral or make funeral arrangements. In unusual circumstances, additional time may be granted, with or without pay, at the discretion of Rochester STEM Academy. For purposes of the funeral leave policy, "immediate family" means an employee's spouse or child and parent, grandparent, grandchild, and brother or sister of the employee or the employee's spouse.

Minnesota Parenting Leave

Minnesota law provides to certain eligible employees an unpaid leave of a maximum of six weeks for the birth or adoption of a child. Minnesota parenting leave is available only to a Minnesota resident who has worked for the Academy for the 12 months preceding the leave request and who during those 12 months worked an average number of hours equal to one-half or more of the full time equivalent of the employee's position. The leave must begin within six weeks of the birth or adoption. However, when a newborn child remains in the hospital longer than the mother does, leave may begin within six weeks of the time that the child leaves the hospital. If practicable, an employee must provide the Academy with at least 30 days of notice before leave is to begin. Upon returning from leave, an employee will be returned to the employee's former position or a position of comparable duties, number of hours, and pay plus receive any automatic adjustments in the employee's pay scale that occurred during the leave. An employee retains all accrued benefits and seniority as if there had been no interruption in service. If the Academy experiences a layoff during an employee's leave and the employee would have lost his or her position had the employee not been on leave, the employee is not entitled to reinstatement. If an employee on leave is laid off, the employee retains all rights under the layoff and recall system as if the employee had not taken leave.

Nursing Mother Accommodations

The Academy will provide reasonable unpaid breaks each day during which the employee can express breast milk, unless such breaks would unduly disrupt the Academy operations. The employee breaks must run concurrently with any break time already provided.

Military Duty

The School recognizes duty requirements of members of the United States Armed Forces and will comply with laws regarding military participation. An employee in the National Guard or other reserve unit will be given time off for annual training purposes. Employees who are members of the National Guard or other reserve units will also receive time off if called into or volunteer for active duty. During active duty, the employee's compensation will continue for up to a two-week period of time but will be reduced by the amount of military pay received by the employee during such time period. In no event will the School provide more than two weeks compensation to employees complying with military duty obligations unless otherwise required by law.

Jury Duty

Jury Duty will be leave with pay for a maximum of two weeks. Regular salary shall be adjusted for any compensation received while on jury duty, excluding mileage and expenses.

Leave without Pay

An employee may apply for an extended leave of absence without pay for any reason. Extended leaves without pay exceeding five (5) working days require the Board's approval, following initial approval by the Director. Insurance benefits will continue through the last day of the month in which the leave

begins. Minnesota Continuation will be offered for the remainder of the leave. Dropping the insurance coverage during the leave may require proof of insurability upon the employee's return to work. Rochester STEM Academy will abide by any Federal and State laws that apply. The Academy does not guarantee return to position and pay rate upon return from extended leaves of absence.

Sick Days/Personal Time Off (PTO)

All employees working at least 35 hours per week will accrue Personal Time Off (PTO). PTO is meant to provide paid time off for medical reasons and to attend to personal matters. Employees are encouraged to schedule personal and family appointments outside of duty days. All employees are expected to be present when school is in session and during staff development and training days.

All PTO time must be taken in 4-hour increments.

PTO hours will accrue each month following a completion of the previous month. PTO hours will not accrue for the first month of employment. However, following a completion of one month of employment new regular employees working at least 35 hours per week will be credited for a total two months of accrual.

The employee must give the school sufficient notice of absence due to illness by calling or emailing the Director. Such notice must occur no later than 6:30AM on the day of absence.

Requests for PTO must occur at least one week prior to the requested date(s) by submitting a Leave of Absence Request Form to the Director for approval.

PTO does not carry forward from year to year.

Employees working 35 hours or more a week are eligible for eight (8) days (64 hours) per school year which will accrue from September-April at the rate of 8 hours per month.

Employees working less than 35 hours a week are eligible for ~~two (2) days (16 hours)~~ four (4) days (32 hours) per school year which will accrue from September-April at the rate of 4 hours per month.

Holidays

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Day

Day after New Year's

Memorial Day

Independence Day

Emergency Closings & Severe Weather

From time-to-time, it may become necessary to close school or to dismiss early due to severe weather or other unforeseen emergencies. A "phone tree" will be generated and will be utilized in the event that school is closed. Please check with TV and radio stations to see if there is a closing notice. If Rochester Public Schools close due to inclement weather, Rochester STEM Academy will also be closed. Staff members are not required to report to school on the days that school is closed. In the case of other unforeseen emergencies, the Director will issue oral or written procedures appropriate to the situation.

Employee Benefits

Benefits offered to Rochester STEM Academy employees are contingent on funds available and may be discontinued or modified should such funding be eliminated or diminished. At the beginning of each academic year, Rochester STEM Academy will communicate the available benefits for that year to the employees.

The following is a list of benefits that Rochester STEM Academy makes available to eligible employees. The descriptions in this handbook are a summary only. The separate plan documents explain each benefit in more detail and the language of the plans' documents controls the various plans. Benefits may be modified, added or terminated at any time by the insurance company or benefit provider, per the terms of the plan, or by Rochester STEM at its discretion.

Benefits Package

Rochester STEM Academy offers a comprehensive benefits package, including health, life, and dental. There may be a required employee contribution in order to participate with some of these benefits.

Eligibility to participate in benefits is based on the average number of hours worked per week and will be discussed during orientation.

Applications for coverage must be completed within the approved Election Period as defined by the provider. If benefits are not elected during this Election Period, employees may enroll at the next open enrollment date or if they have a "life" event as defined by the provider. Rochester STEM Academy shall not be responsible for the determinations made by the provider.

TRA & PERA

Rochester STEM Academy will make all legally required State Statute contributions to TRA for all Rochester STEM Academy Teacher Staff and PERA for Rochester STEM Administrative and Educational Assistant Staff. There are no third party costs related to the above plan.

Worker's Compensation

Rochester STEM Academy requires that all employees report job-related accidents or injuries to a supervisor immediately. A full report must be submitted to the Director within 24 hours of injury. Failure to report an injury, regardless of how minor, could result in difficulty with the employee's claim.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health coverage under the Rochester STEM Academy health plan should the employee lose his or her eligibility (e.g. upon termination). Under COBRA, the employee will pay the full cost of the coverage plus a 2% administrative fee.

Disciplinary Policies

Problem Resolution

Rochester STEM Academy seeks to deal openly and directly with its employees, and believes that communication between employees and the administration is critical to solving problems. All Rochester STEM Academy employees that may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both employees should approach the Director, who will work with the employees to determine a resolution. Employees that have a problem with a supervisor should go first to the supervisor and state the problem. If a resolution cannot be agreed upon, the employee should present his or her problem to the Director. If a resolution cannot be agreed upon, the employee shall bring his or her concerns to the school's Board of Directors.

Discipline

Rochester STEM's policy is to attempt to deal constructively with employee performance problems and employee errors. The disciplinary process will be determined by Rochester STEM Academy in light of the facts and circumstances of each case. Depending upon these facts and circumstances, the discipline applied may include, but is not limited to, oral or written warnings, probation, and suspension without pay or immediate discharge. Details of this process are outlined further in the Corrective Action section.

Corrective Action

Standards of performance and conduct for employees are necessary at Rochester STEM Academy. If standards are violated, disciplinary action will be taken by a supervisor(s) in order to maintain effective operations and to provide employees with an opportunity to correct their shortcomings. Rochester STEM Academy reserves the right to apply any of the steps below at any point based on the severity of the situation. The following steps are not listed in any particular order:

- Verbal warnings
- Written warnings
- Corrective Action Plans
- Performance Improvement Plans (PIP's)
- Suspension (with or without pay)
- Termination

Corrective Action will be taken against an employee in response to a rule infraction or violation of Rochester STEM Academy policies. Corrective Action will continue until the violation or infraction is corrected or the employee is terminated.

Rochester STEM Academy considers some violations as grounds for immediate dismissal, including, but not limited to verbal or physical abuse of students, insubordinate behavior, theft, destruction of Rochester STEM Academy property, dishonesty, drug or alcohol abuse, or threats of violence.

Separation Policies

Job Abandonment

Employees of Rochester STEM Academy that are absent for more than two (2) consecutive days without notifying a direct supervisor are considered to have voluntarily terminated their employment with Rochester STEM Academy. The effective date of termination will be the last day that the employee reported for work.

Termination

Termination may result from any of the following: (1) voluntary termination of employment, (2) layoffs, which include the elimination of an employee's job function or a headcount reduction due to cost reductions or funding shortfalls, and (3) involuntary termination of employment.

Termination Process

Rochester STEM Academy requires that employees return all documents, files, computer equipment, tools, keys and other Rochester STEM Academy owned property on or before the last day of work.

INTERNET ACCEPTABLE USE AND SAFETY POLICY

INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the Rochester STEM Academy computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the Rochester STEM Academy computer system and the Internet, including electronic communications, the Rochester STEM Academy considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the Rochester STEM Academy computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The Rochester STEM Academy expects that faculty will blend thoughtful use of the Rochester STEM Academy computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The Rochester STEM Academy is providing students and employees with access to the Rochester STEM Academy computer system, which includes Internet access. The

purpose of the system is more specific than providing students and employees with general access to the Internet. The Rochester STEM Academy system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the Rochester STEM Academy and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the Rochester STEM Academy system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the Rochester STEM Academy system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate Rochester STEM Academy policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. The following uses of the Rochester STEM Academy system and Internet resources or accounts are considered unacceptable:

1. Users will not use the Rochester STEM Academy system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. Pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. Obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. Materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. Information or materials that could cause damage or danger of disruption to the educational process;
 - e. Materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the Rochester STEM Academy system to knowingly or recklessly post, transmit or distribute false or defamatory information

about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the Rochester STEM Academy system to engage in any illegal act or violate any local, state or federal statute or law.
4. Users will not use the Rochester STEM Academy system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the Rochester STEM Academy system software, hardware or wiring or take any action to violate the Rochester STEM Academy's security system, and will not use the Rochester STEM Academy system in such a way as to disrupt the use of the system by other users.
5. Users will not use the Rochester STEM Academy system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
6. Users will not use the Rochester STEM Academy system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
7. Users must keep all account information and passwords on file with the designated Rochester STEM Academy official. Users will not attempt to gain unauthorized access to the Rochester STEM Academy system or any other system through the Rochester STEM Academy system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the Rochester STEM Academy system may not be encrypted without the permission of appropriate school authorities.
8. Users will not use the Rochester STEM Academy system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the Rochester STEM Academy system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the Rochester STEM Academy. Users will not use the Rochester STEM Academy system to offer or provide goods or services or for product advertisement. Users will not use the Rochester STEM Academy system to purchase goods or services for personal use without authorization from the appropriate Rochester STEM Academy official.
- B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate Rochester STEM Academy official. In the case of a Rochester STEM Academy employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a Rochester STEM Academy employee, the building administrator.

VI. FILTER

[Note: Pursuant to state law, Rochester STEM Academy is required to restrict access to inappropriate materials on school computers with Internet access. Rochester STEM Academy which seeks either technology revenue pursuant to Minn. Stat. § 125B.25 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers is subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, Rochester STEM Academy should select one of the following alternative sections depending upon whether the Rochester STEM Academy is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

For a Rochester STEM Academy which does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under state law, Minn. Stat. §125B.15.

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering

technology, school sites still are required to use “other effective methods” to restrict student access to such materials.]

ALTERNATIVE NO. 2

Prior to the expiration of funding in 2002, technology revenue was made available to Rochester STEM Academy that met the additional condition of also restricting adult access to inappropriate materials. Rochester STEM Academy that sought such state technology revenue may have adopted and now may elect to retain the following language even though additional revenue presently is not made available. However, the Rochester STEM Academy is not required to do so.

- A. All Rochester STEM Academy computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.
- B. All Rochester STEM Academy computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use “other effective methods” to restrict student access to such materials.]

ALTERNATIVE NO. 3

Rochester STEM Academy which receives certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receives funds to purchase Internet accessible computers is subject to the federal Children’s Internet Protection Act, effective in 2001. This law requires Rochester STEM Academy to adopt an Internet safety policy which contains the provisions set forth below. Also, the Act requires such Rochester STEM Academy to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. Rochester STEM Academy that does not seek such federal financial assistance needs not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for Rochester STEM Academy is for seeking such federal financial assistance that satisfies both state and federal law requirements.

- A. With respect to any of its computers with Internet access, the Rochester STEM Academy will monitor the online activities of minors and employ technology protection measures during any use of such computers by minors and adults. The

technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
 2. Child pornography; or
 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole lacks serious literary, artistic, political, or scientific value as to minors.
- C. An administrator, supervisor or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

[Note: Although Rochester STEM Academy is not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the Rochester STEM Academy computer system and use of the Internet shall be consistent with Rochester STEM Academy policies and the mission of the Rochester STEM Academy.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the Rochester STEM Academy system, the Rochester STEM Academy does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the Rochester STEM Academy system.
- B. Routine maintenance and monitoring of the Rochester STEM Academy system may lead to a discovery that a user has violated this policy, another Rochester STEM Academy policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or Rochester STEM Academy policy.

- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. Rochester STEM Academy employees should be aware that the Rochester STEM Academy retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, Rochester STEM Academy employees should be aware that data and other materials in files maintained on the Rochester STEM Academy system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The Rochester STEM Academy will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with Rochester STEM Academy policies conducted through the Rochester STEM Academy system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the Rochester STEM Academy.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON ROCHESTER STEM ACADEMY LIABILITY

Use of the Rochester STEM Academy system is at the user's own risk. The system is provided on an "as is, as available" basis. The Rochester STEM Academy will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on Rochester STEM Academy diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The Rochester STEM Academy is not responsible for the accuracy or quality of any advice or information obtained through or stored on the Rochester STEM Academy system. The Rochester STEM Academy will not be responsible for financial obligations arising through unauthorized use of the Rochester STEM Academy system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the Rochester STEM Academy policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with Rochester STEM Academy policies.
 - 2. Disclaimers limiting the Rochester STEM Academy's liability relative to:
 - a. Information stored on Rochester STEM Academy diskettes, hard drives or servers.
 - b. Information retrieved through Rochester STEM Academy computers, networks or online resources.
 - c. Personal property used to access Rochester STEM Academy computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of Rochester STEM Academy resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the Rochester STEM Academy may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
 - 7. Notification that, should the user violate the Rochester STEM Academy's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 - 8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the Rochester STEM Academy system and of

the Internet if the student is accessing the Rochester STEM Academy system from home or a remote location.

- B. Parents will be notified that their students will be using Rochester STEM Academy resources/accounts to access the Internet and that the Rochester STEM Academy will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the Rochester STEM Academy's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The Rochester STEM Academy administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The Rochester STEM Academy Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: 17 U.S.C. § 101 *et seq.* (Copyrights)
15 U.S.C. § 6501 *et seq.*
Children's Internet Protection Act of 2000 (CIPA) 47 U.S.C. § 254
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Title III of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §1601, *et seq.*, as amended
Minn. Stat. §§ 125B.15 and 125B.25

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Rochester STEM Academy Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored
Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 804 (Bomb Threats)
MSBA/MASA Model Policy 904 (Distribution of Materials on Rochester
STEM Academy Property by Nonschool Persons)

Signature Page

By signing this document, the employee certifies that the employee has read, understands, and agrees to comply with the requirements and obligations contained in the Rochester STEM Academy Employee Handbook and accepts the rules of conduct and consequences described herein.

This signed page will be kept on file in the employee's personnel file.

Name (Please print) _____

Signature _____

Date _____