

HARVEST BEST ACADEMY, INC

EMPLOYEE HANDBOOK

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INTRODUCTION

This Employee Handbook is intended to introduce you to many of the policies, procedures and benefits applicable to employment with HARVEST/BEST ACADEMY, Inc. The policies and procedures herein also apply to all employees of HARVEST/BEST ACADEMY, Inc., including, but not limited to, Principals, Teachers, Teaching Assistants, and support staff. This Employee Handbook is *not intended to create and should not be construed as an employment contract* or a guarantee of employment for any specific period of time. However, the terms contained herein may be incorporated by reference into an existing contract and become a part of the terms thereof.

All employees of HARVEST/BEST ACADEMY, Inc. are employees-at-will, as defined below. No employee or other representative of HARVEST/BEST ACADEMY, Inc. has the authority to enter into any agreement for employment for any specific period of time, except the Principal or duly authorized representatives of the board of HARVEST/BEST ACADEMY, Inc. Any such agreement must be a written employment agreement signed by the Principal and/or duly authorized representative of the board and the employee.

This handbook is not intended to address every conceivable situation or event that may arise in our employment relationship, but rather provides general guidance in the practices and decisions related to personnel. The Executive Director, and board Chair in matters involving the Executive Director, of HARVEST/BEST ACADEMY, Inc. have the sole discretion to interpret the Employee Handbook and resolve any issues not covered in these policies.

All employee handbooks or manuals previously distributed are now specifically revoked and rescinded and the provisions therein are now null and void. Employment or continued employment with HARVEST/BEST ACADEMY, Inc. following distribution of this handbook and the revocation of all prior handbooks or manuals will be considered to be acceptance of the policies, procedures, and benefits set forth in this handbook.

Every employee is responsible for reading, understanding and following the provisions of this handbook. Employees should ask questions concerning any portion they do not understand. When questions arise concerning interpretation of the benefit plans summarized herein, the actual plan document takes precedence in the event of any discrepancy or error. HARVEST/BEST ACADEMY, Inc. reserves the right to unilaterally withdraw, supplement or modify these policies, procedures and benefits at any time. We anticipate that we will be able to give you adequate notice of any changes; however, we reserve the right to change the policies, procedures and benefits without advance notice to you.

The information contained in this Employee Handbook is considered confidential and proprietary and is not to be copied in part or in whole without express written permission by HARVEST/BEST ACADEMY, Inc.'s Executive Director.

EMPLOYMENT AT-WILL

HARVEST/BEST ACADEMY, Inc. and our employees have an employment relationship which is known as "employment at-will." Employment at-will means that an employee is not required to work for HARVEST/BEST ACADEMY, Inc. for any set period of time, nor is HARVEST/BEST ACADEMY, Inc. required to employ an employee for any specific length of time. An employee has the right to terminate their employment with HARVEST/BEST ACADEMY, Inc. at any time for any (or no) reason. Similarly,

HARVEST/BEST ACADEMY, Inc. has the right to terminate an employee's employment at any time for any (or no) reason, with or without cause. Nothing in this Employee Handbook or any unwritten policy, practice or agreement may alter, modify or otherwise affect an employee's employment at-will relationship with HARVEST/BEST ACADEMY, Inc.

ABOUT HARVEST BEST ACADEMY, INC.

HISTORY

Ella and Eric Mahmoud, founders of HARVEST/BEST ACADEMY, Inc., have a history of education spanning over more than two decades. In the late 1980s, the Mahmoud's began a family childcare program in their home in Minneapolis. Encouraged by parents to continue the program for their children, the Mahmoud's expanded the program by adding a pre-school called Seed Academy. Because of the need and the success of the program, they eventually added the elementary school known as Harvest Preparatory School. In 2008 and 2009, the Mahmoud's founded Best Academy and SISTERS Academy (both under the Best Academy, Inc. charter), gender separate schools for boys and girls in grades K-8.

Since the 1990s, Harvest Preparatory School and more recently Best Academy and SISTERS Academy have been heralded as premier educational institutions in the state of Minnesota. In 2012, Harvest Preparatory School and Harvest/Best Academy received the Minnesota Department of Education's highest designation of Reward Schools, meaning that they're in the top 15% of all public schools in the state of Minnesota. Out of 128 elementary schools that make up Minneapolis and St. Paul public schools, Harvest Preparatory, Best Academy, and SISTERS Academy students ranked in the top 5%.

PHILOSOPHY

Our children's innate genius will be brought forth by guiding them on a path that connects to their culture, heritage, and community. At HARVEST/BEST ACADEMY, Inc. parents, school, and community are all responsible for the development of a healthy, productive child.

MISSION STATEMENT

The Mission of HARVEST BEST ACADEMY, Inc. is to:

- INSTRUCT
- EMPOWER
- ENABLE and
- GUIDE

Youth so they can demonstrate superior academic/technical performance and sound social/moral development.

Our success in achieving this Mission will be built upon:

- STRONG BASIC ACADEMIC AND TECHNICAL SKILLS INSTRUCTION
- CULTURAL & SPIRITUAL HERITAGE

- IN-DEPTH INVOLVEMENT OF PARENTS & TEACHERS

CORE VALUES

- 1) Every child has inherent capabilities and can succeed
- 2) Best educates children using well-trained, caring, responsible adults who foster an environment of respect, order and discipline
- 3) Best has high expectations for performance
- 4) Best encourages students to be self-determined (as exemplified in the Kwanzaa principle of self-determination)
- 5) Best emphasizes parental and community involvement
- 6) Best instills an understanding of and appreciation for the cultural background of its students

CORE COMPETENCIES

- 1) Using the latest developmental research and instructional methods to achieve results
- 2) Resourceful & Entrepreneurial - doing what it takes to get the job done
- 3) High academic achievement
- 4) Strong parental involvement
- 5) Ethnic centered education
- 6) Ability to instill morals and values in an educational setting

EMPLOYMENT

Upon joining HARVEST/BEST ACADEMY, Inc., in addition to receiving a copy of this handbook, you will be asked to complete personnel, payroll, benefit and other forms related to employment with us. We make every effort to welcome all employees and support their successful introduction into our school. Employees and supervisors share the responsibility to ensure that the direction, support and information needed for a successful and rewarding experience with our school is effectively shared at the earliest point possible. If you have questions or concerns regarding any of the information you receive or about the process, please feel free to raise them with your supervisor or someone in Administration.

EQUAL EMPLOYMENT OPPORTUNITY

It is the HARVEST/BEST ACADEMY, Inc. policy to provide equal employment opportunity for all applicants and employees. The school 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, and family care leave status or veteran status. The school also makes reasonable accommodations for disabled employees. The school 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's internal procedures for addressing complaints of harassment, please refer to the school's policy on harassment and violence.

This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment. It is the responsibility of every

school employee to follow this policy. Any person having any questions regarding this policy should discuss it with the Chief Compliance Officer.

TENURE OF EMPLOYMENT

As stated above, employment with HARVEST/BEST ACADEMY, Inc. is considered an "at-will" relationship, meaning that the employee and employer are free to terminate their employment relationship at any time for any reason.

Introductory Period

New full-time and part-time employees are on an introductory period during their first six (6) months of employment. The purpose of the introductory period is to allow you an opportunity to determine if your new job is suitable for you and to give your supervisor an opportunity to evaluate your work performance. New employees are not guaranteed employment throughout the entire introductory period and HARVEST/BEST ACADEMY, Inc. may extend the introductory period as it deems appropriate.

New employees will be reviewed just prior to the end of their introductory period to determine if it has been successfully completed, should be extended, or if the employment relationship should end. Completion of the introductory period does not entitle you to remain with HARVEST/BEST ACADEMY, Inc. for any definite or specific period of time. The employment status of all employees remains at all times "at-will," as defined above.

Introductory employees are eligible to take up to two (2) Paid Time Off (PTO) days if scheduled and approved in advance by your supervisor during the Introductory Period. If an employee resigns or is terminated within the first year of employment, the wage equivalent of paid time off will be recovered by HARVEST/BEST ACADEMY, Inc. (**See Request for Paid Time Off Before One Year of Employment** form in the Appendix)

Resignation

HARVEST/BEST ACADEMY, Inc. recognizes that employees may choose to resign and requests that employees give a minimum of a two-week notice along with a letter of resignation. HARVEST/BEST ACADEMY, Inc.'s goal is to find a fair balance between your future plans and our ability to provide the highest level of service possible to our students. Your thoughtfulness will be appreciated and will be favorably noted should you ever wish to reapply for employment with our school. Former employees should notify the Payroll Office if their address changes during the calendar year in which resignation occurs so that tax information is sent to the proper address. Employees will receive their final paycheck the next scheduled pay date following their last day of work.

Termination

Termination from employment with HARVEST/BEST ACADEMY, Inc. may occur for a number of reasons including but not limited to: position elimination, unsatisfactory job performance, or violation of policies and procedures. This list is not all-inclusive and HARVEST/BEST ACADEMY, Inc. reserves the right to

determine what constitutes a basis for termination of employment. The Executive Director must approve any termination prior to implementation.

CATEGORIES OF EMPLOYMENT AND SERVICE

Employee

All persons who receive wages or salaries from HARVEST/BEST ACADEMY, Inc.

Regular full-time employees

Employees who are scheduled to work a forty (40) hour work week and who maintain continuous, regular employment status under the direction and control of HARVEST/BEST ACADEMY, Inc. All regular full-time employees are eligible for the entire Employee Benefit Program including medical, dental, dependent life insurance, worker's compensation insurance and retirement.

Regular part-time employees

Those employees who work less than a forty (40) hour work week but a minimum of thirty (30) hours weekly. All regular part-time employees are also eligible for the entire Employee Benefit Program.

Temporary employees

Employees who are not regular full-time or regular part-time and who do not maintain continuous, regular employment status. Temporary part-time employees are not eligible for any employee benefits but are subject to the policies and procedures in this handbook.

Contract and/or Seasonal Employees

Those employees who work on an on-call or as needed basis or a seasonal basis to perform specific services on a time-limited contract. Contract or seasonal employees are not eligible for any employee benefits. Seasonal employees are subject to the policies and procedures in this handbook.

Non-exempt/exempt employees & Overtime

Non-exempt (hourly) employees will be paid overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in a work week (Sunday – Saturday) in excess of 40 hours. Employees may not work in excess of 40 hours in a work week and are not eligible to receive overtime pay unless an employee receives the approval or direction from their supervisor in writing before working any overtime. An employee's failure to receive such written approval or direction may result in disciplinary action.

Exempt (salaried) employees including the Principal, Teachers and any other faculty, administration, and certain other professional staff with specially defined responsibilities are not eligible for overtime pay or compensatory overtime.

Volunteers

HARVEST/BEST ACADEMY, Inc. utilizes volunteers, interns and/or students who offer their services without compensation or stipend for duties performed. Volunteers are not employees and thus are not entitled to employee benefits but are subject to the policies and procedures in this handbook.

COMPENSATION & ANNUAL PERFORMANCE REVIEWS

HARVEST/BEST ACADEMY, Inc. seeks to attract and retain professional faculty and staff who are outstanding in their area(s) of expertise. Employees who exhibit high standards of excellence, fine character and personal commitment will be compensated accordingly. Pay adjustments are tied to your annual performance review and our school's budget.

Your performance is vitally important to our school. Once each year, on or about your anniversary date, your supervisor will review your performance and help you set new job performance plans. Our performance review program is designed to provide a basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within our school.

PROMOTIONS AND TRANSFERS

We believe that career advancement is rewarding for both the employee and the school. Whenever possible, we will promote or transfer current and qualified employees to new or open positions. In addition, supervisors are available to discuss transfer opportunities with employees. To assist employees in considering new challenges within HARVEST/BEST ACADEMY, Inc., we will post open positions in-house. If you are interested in applying for one of our openings, employees should contact their supervisor, the hiring manager, or Human Resources.

PAYROLL

Pay Day

Your check will be available by 3:30 p.m. on the 1st and the 16th of the month for the periods indicated on your pay schedule. Your check will be available on the Friday before payday by 3:30 p.m., if the 1st or the 16th falls on a weekend or a holiday.

Payroll Deductions

All withholding deductions required by law will be made from an employee's check. These include state and federal taxes, as well as FICA, and or TRA/PERA which will automatically be computed and deducted from each paycheck based on the information submitted by the employee on the W-4 form. Any other types of deductions must be authorized by the employee and Administration.

Timekeeping

Non-exempt (hourly) employees are required to "swipe" their time card through

the reader at the start of their work day and at the end of their work day. At no time shall an employee sign in or out for another employee.

Exempt (salaried) employees are required to use the **Leave Request & Authorization** form to record any time away from work. (See **Leave Request & Authorization** form in Appendix).

OUTSIDE EMPLOYMENT, HONORARIUMS AND CONSULTING

Maintaining the highest level of integrity and professionalism is essential to HARVEST/BEST ACADEMY, Inc.'s ability to achieve its mission. Our employees primary work responsibility is with HARVEST/BEST ACADEMY, Inc. Although outside employment is not prohibited, any outside work must not interfere with an employee's ability to meet our performance expectations.

Honorariums and consulting

Honorariums or consulting fees earned by HARVEST/BEST ACADEMY, Inc. employees during scheduled working hours must be paid back to HARVEST/BEST ACADEMY, Inc., unless the employee has obtained written approval in advance from the Principal or the Executive Director to retain such fees.

Gifts, Favors or Entertainment

No employee of HARVEST/BEST ACADEMY, Inc. shall offer, give, seek, solicit, or accept for her/himself or others any gifts, favors or entertainment from clients, vendors, or parents other than common courtesies usually associated with customary business or professional standards.

CRIMINAL HISTORY CHECKS

HARVEST/BEST ACADEMY, Inc. places great value on the safety and well-being of its students, families, staff, volunteers and guests. One of the important efforts in this regard is conducting criminal history checks on all employees and volunteers. All employees will be asked to complete a form that will be sent to the Minnesota Bureau of Criminal Apprehension. Based on the results, it may be necessary to conduct additional criminal history checks with the FBI or other law enforcement agencies. Employment with HARVEST/BEST ACADEMY, Inc. is tentative until the criminal history check(s) process is completed and contingent upon the ultimate results. HARVEST/BEST ACADEMY, Inc. complies with Minnesota Statute Chapter 299C.62 and any other regulatory requirements regarding child protection in this regard.

PERSONNEL RECORDS

Employee personnel records are governed by the Minnesota Government Data Practices, which prescribes that such records be classified, as follows:

Public Personnel Data

- A. The following information on employees, including volunteers and independent contractors, is public:
- Name;
 - Employee identification number, which may not be the employee's social security number;
 - Actual gross salary;
 - Salary range;
 - Contract fees;
 - Actual gross pension;
 - The value and nature of employer-paid fringe benefits;
 - The basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - Job title;
 - Bargaining unit;
 - Job description;
 - Education and training background;
 - Previous work experience;
 - Date of first and last employment;
 - The existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
 - The final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school;
 - The terms of any agreement settling any dispute arising out of the employment relationship, including director buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
 - Work location;
 - Work telephone number;
 - Badge number;
 - Honors and awards received;
 - Payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data; and
 - City and county of residence.
- B. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

- C. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

Private Personnel Data

- A. All other personnel data are private and will only be shared with school staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school to administer employee assistance programs are private.
- D. Parking space leasing data are private.
- E. The school may display a photograph of a current or former employee to prospective witnesses as part of the school's investigation of any complaint or charge against the employee.
- G. The school may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
- The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 - A court, law enforcement agency or prosecuting authority.
- H. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- I. A complainant has access to a statement provided by the complainant to the school in connection with a complaint or charge against an employee.
- J. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school determines that the employee's access to that data would:
- Threaten the personal safety of the complainant or a witness; or

- Subject the complainant or witness to harassment.
If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- K. The school shall make any report to the board of teaching or the state Board of Directors as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- L. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- M. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report.
- N. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school or to improve school operations is private.
- O. Health information on employees is private unless otherwise provided by law. To the extent that the school transmits protected health information, the school will comply with all privacy requirements.

Multiple Classifications

If Minn. Stat. Ch. 13, or any other state or federal law classifies data on individuals as both private and confidential, the data are private.

Change in Classifications

The school shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

RESPONSIBLE AUTHORITY

The school has designated the Human Resources Director as the authority responsible for personnel data. Personnel files are maintained for all employees. Personnel files are the property of HARVEST/BEST ACADEMY, Inc. and are treated as confidential. Each employee has the right to review all information contained in his/her own personnel file upon written request as provided by law. Personnel files will be accessible only to the

employee, their supervisor(s), Administration and persons authorized by Administration, or as required by law. HARVEST/BEST ACADEMY, Inc. will release private or confidential information provided that you give written authorization. HARVEST/BEST ACADEMY, Inc. assumes no responsibility for the use of information you authorize us to release. Employment inquiries, loan verifications and other information requests should be directed to Human Resources.

You are responsible for promptly notifying Human Resources of any changes to your address, telephone number, and number of dependents, marital status, name, change of beneficiary and any other information which is part of your employment record. Failure to provide this information could delay your eligibility for certain benefits offered by HARVEST/BEST ACADEMY, Inc.

HEALTHY WORK ENVIRONMENT

SAFETY

It is the policy and goal of HARVEST/BEST ACADEMY, Inc. to provide its employees with a clean and safe environment. Each employee has a personal stake in ensuring that safety rules and regulations are complied with and that emergency and safety procedures are carried out. To produce a truly safety-conscious workplace, we will need both awareness and effort on the part of all employees.

Employees must report any hazardous or unsafe conditions to their supervisor. Employees should also be familiar with the location of fire extinguishers, first aid kits and emergency exits in HARVEST/BEST ACADEMY, Inc.'s facility.

All employees are expected to observe and comply with HARVEST/BEST ACADEMY, Inc.'s safety rules. An employee's failure to observe and comply with HARVEST/BEST ACADEMY, Inc.'s safety rules and regulations may subject an employee to disciplinary action, up to and including termination from employment. Each employee's commitment to and support of HARVEST/BEST ACADEMY, Inc.'s safety goals are essential to the success of HARVEST/BEST ACADEMY, Inc.'s safety policy.

"Horseplay" or other careless conduct is not permitted at any time. All employees should use common sense and follow school rules, OSHA (labor safety) and EPA (hazardous waste) rules, and fire regulations while on duty. All injuries or accidents on the job, even minor ones, must be reported immediately to your supervisor. This is so that we may see to it that you receive proper attention and take steps to report and assist with possible worker's compensation claims.

WORKPLACE SECURITY

It is the policy of HARVEST/BEST ACADEMY, Inc. to provide a workplace that is free from acts or threats of violence. Accordingly, HARVEST/BEST ACADEMY, Inc. prohibits any employee from threatening or committing any act of violence against anyone including another employee, board director, student, parent, vendor, volunteer or visitor

while an employee is on duty, conducting school business, on HARVEST/BEST ACADEMY, Inc.'s property, or operating any HARVEST/BEST ACADEMY, Inc. vehicle or equipment.

HARVEST/BEST ACADEMY, Inc. will not tolerate or condone any form of threatened or actual workplace violence on the part of its employees. It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception or reasonable likelihood of intent to harm persons or property. Any employee of HARVEST/BEST ACADEMY, Inc. who violates this policy will be subject to disciplinary action, up to and including immediate termination from employment.

It is the responsibility of each employee to immediately notify their supervisor if they have experienced or become aware of conduct or behavior which may violate this policy. HARVEST/BEST ACADEMY, Inc. will investigate any reports concerning conduct or behavior which may violate this policy. HARVEST/BEST ACADEMY, Inc. will not tolerate or condone any reprisal or retaliation against an employee who reports such conduct or behavior or who participates in an investigation of the conduct or behavior under this policy in good faith.

FIREARMS/WEAPONS

No employee shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school will act to enforce this policy and to discipline or take appropriate action against any school employee, volunteer, or member of the public who violates this policy.

Definitions

A. "Weapon"

- A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; num-chuks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
- No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
- No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- B. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school -contracted vehicles, the area of entrance or departure from school premises or events, all locations where school -related functions are conducted, and anywhere students are under the jurisdiction of the school.
- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.

Exceptions

- A. It shall not be a violation of this policy if an employee or volunteer falls within one of the following categories:
- Licensed peace officers, military personnel, or students or non-students participating in military training, who are on duty performing official duties;
 - Persons authorized to carry a pistol under Minn. Stat., Section 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 - Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat., Sections 624.714 or 624.715, or other firearms in accordance with Section 97B.045;
 - Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms that are carried or possessed as curiosities or for their historical significance or value.”
 - Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
 - Firearm safety or marksmanship courses or activities for students or non-students conducted on school property;
 - Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 - A gun or knife show held on school property;
 - Possession of dangerous weapons, BB guns, or replica firearms with written permission of the CCO or other person having general control and supervision of the school or the director of a child care center; or
 - Persons who are on unimproved property owned or leased by a child care center, school or school unless the person knows that a student is currently present on the land for a school -related activity.

- B. Policy Application to Instructional Equipment/Tools
While the school takes a firm “Zero Tolerance” position on the possession, use or distribution of weapons, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.
- C. Firearms in School Parking Lots and Parking Facilities
The school may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to non-student permit-holders authorized under Minn. Stat., Section 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

Consequences for Weapon Possession/Use/Distribution by Employees, Volunteers and Others

- A. Employees
An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, suspension, or discharge as deemed appropriate by the school board.
- Sanctions against employees, including non-renewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school policies.
 - When an employee violates the weapons policy, law enforcement may be notified, as appropriate.
- B. Volunteers and Others
- Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations.
 - If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

In addition to the foregoing, employees of HARVEST/BEST ACADEMY, Inc. are prohibited from carrying or possessing firearms or other weapons while acting in the course and scope of employment with HARVEST/BEST ACADEMY, Inc.

HARVEST/BEST ACADEMY, Inc. reserves the right to conduct, and employees of HARVEST/BEST ACADEMY, Inc. are deemed to consent to, searches and inspections of employees, employees' personal effects and employees' work areas on the premises of HARVEST/BEST ACADEMY, Inc. to ensure compliance with this policy. Employees have no right or expectation of privacy which would restrict HARVEST/BEST ACADEMY, Inc.'s search and/or inspection of employees, employees' personal effects and/or employees' work areas for the purpose of ensuring compliance with this policy. Violation of this policy will cause an employee to be subject to discipline up to and including immediate termination from employment, in the sole discretion of HARVEST/BEST ACADEMY, Inc.

HARASSMENT AND UNLAWFUL DISCRIMINATION

I. PURPOSE

The purpose of this policy is to maintain learning and working environment at the HARVEST/BEST ACADEMY, Inc. that is free from religious, racial or sexual harassment and violence. The school prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school to maintain learning and working environments that are free from religious, racial or sexual harassment and violence. The school prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the school.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. The school will act to investigate all complaints, formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

Sexual, Racial and Religious Harassment and Violence Defined

A. 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:
 - Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
 - 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
 - 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:
 - Unwelcome verbal harassment or abuse;
 - Unwelcome pressure for sexual activity;
 - 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;
 - Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - 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
 - Unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment; Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

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

C. Religious Harassment; Definition

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

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

D. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that 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:

- Touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
- Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence; Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence; Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault; Definition

Assault is:

- An act done with intent to cause fear in another of immediate bodily harm or death;

- The intentional infliction of or attempt to inflict bodily harm upon another; or
- The threat to do bodily harm to another with present ability to carry out the threat.

Reporting Procedures

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. The school encourages the reporting party or complainant to use the report form available from the Principal of each building or available from the school 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 Administrator or to the Principal.
- B. The school board hereby designates the HR Director or the Principal to receive reports or complaints of discrimination, harassment or violence. If the complaint involves the HR Director or Principal, the complaint shall be filed directly with the Chairperson of the School Board.
- C. The school shall conspicuously post the name of the School Principal including mailing addresses and telephone numbers.
- D. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- E. Use of formal reporting forms is not mandatory.
- F. The school will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.

Investigation

- A. By authority of the school, the Charter School Human Resource Director, upon receipt of a report or complaint alleging discrimination, harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.

- 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 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 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 religious, racial or sexual harassment or violence.
- D. The investigation will be completed as soon as practicable. The school human rights officer shall make a written report to the School Board upon completion of the investigation. 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.

School Action

- A. Upon receipt of a report, the school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School action taken for violation of this policy will be consistent with requirements of applicable Minnesota and federal law and school policies.
- B. The result of the school's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school in accordance with state and federal law regarding data or records privacy.

Reprisal

The school will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence 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 or harassment.

Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse that 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.

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 from taking immediate action to protect victims of alleged harassment, violence or abuse.

DRUG AND ALCOHOL-FREE WORKPLACE

The HARVEST/BEST ACADEMY, Inc. recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of employees and significantly impedes the learning process. Chemical use and abuse also create significant problems for society in general. The purpose of this policy is to assist the school in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

General Statement of Policy

- A. Use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with school policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- C. It shall be a violation of this policy for any teacher, administrator, other school personnel, or member of the public to use alcohol, toxic substances, or controlled substances in any school location.
- D. The Human Resource Director shall be responsible for enforcement of this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

Definitions

- A. “Chemical abuse” means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the

student's normal function in academic, school, or social activities is chronically impaired.

- B. "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school's Drug-Free Workplace/Drug-Free School policy.
- C. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- D. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- E. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- F. "Use" includes selling, buying, manufacturing, distributing, dispensing, possessing, using, or being under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- G. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- H. "School location" includes any school building or on any school premises; in any school -owned vehicle or in any other school -approved vehicle used to transport students to and from school or school activities; off school property at any school -sponsored or school -approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school; or during any period of time such employee is supervising students on behalf of the school or otherwise engaged in school business.

Exceptions

- A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to

a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

Procedures

- A. Our school wishes to foster an environment where all employees can freely address and correct substance abuse issues in a confidential and supportive setting. If HARVEST/BEST ACADEMY, Inc. suspects that an employee or volunteer is involved or is engaging in one of these prohibited activities or is experiencing work performance problems related to substance abuse, the Principal will discuss the suspected use with the employee or volunteer in a confidential setting.
- B. Based on the outcomes of the meeting, HARVEST/BEST ACADEMY, Inc. may refer the employee or volunteer to a substance abuse evaluation, which may include alcohol and/or drug testing. If this occurs, HARVEST/BEST ACADEMY, Inc. may suspend the employee with pay pending the results of the evaluation. The employee and volunteer have the right to explain a positive test result (which indicates use) on an initial screening or request a retest. Re-testing is the financial responsibility of the employee or volunteer.
- C. If the evaluation by an independent assessor suggests counseling or rehabilitation for the employee or volunteer, the employee or volunteer must begin the recommended treatment as soon as possible at their sole expense or as covered by the employee's insurance. The treatment must be successfully completed. The employee or volunteer may be reinstated in his/her position while ongoing treatment continues and will be subject to HARVEST/BEST ACADEMY, Inc. medical disability leave policies. Employees and volunteers must report all results of the evaluation and the progress of the treatment to HARVEST/BEST ACADEMY, Inc. with documentation of the successful completion and follow-up program to his/her supervisor.
- D. Refusal to undergo drug and/or alcohol testing or failure to complete the evaluation and any required treatment will result in termination. All information acquired in this process, including test results, will be kept confidential and only disclosed on a need-to-know basis. All costs relating to treatment are the responsibility of the affected employee or volunteer. Each employee or volunteer must also notify his/her supervisor or HARVEST/BEST ACADEMY, Inc. Administration of any criminal and/or drug conviction occurring during employment or volunteerism within three (3) working days of such conviction.
- E. Your employment/volunteerism or continued employment/ volunteerism with our school is conditioned upon your full compliance with the foregoing drug and alcohol-free workplace policy. Any violation may result in

disciplinary action, up to and including termination. Furthermore, any employee or volunteer who violates this policy may be required, in connection with or in lieu of disciplinary sanctions to participate in and successfully complete an approved drug or alcohol assistance program as a condition of further employment or volunteerism. HARVEST/BEST ACADEMY, Inc. reserves the right to take other appropriate and lawful actions to enforce this policy, including but not limited to the right to inspect the employee's or volunteer's personal property in certain circumstances, as well as school issued lockers, desks, vehicles, or other suspected areas of concealment. Consent to such inspections under the foregoing circumstances shall be a condition of employment/volunteerism or continued employment/volunteerism with our school. Any employee or volunteer who fails to undergo a properly requested inspection shall be subject to disciplinary action, up to and including termination.

- F. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

Employee Responsibility to Report

- A. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school federal grant is performed, no later than five (5) calendar days after such conviction.
- B. An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, suspension, termination, or discharge as deemed appropriate by the school board.

TOBACCO FREE WORKPLACE

Harvest/Best Academy, Inc. is committed to providing its employees with a smoke-free/tobacco-free work environment.

- A. It shall be a violation of this policy for any teacher, administrator, and other school personnel of the school or person to use tobacco or tobacco-related devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school owns, leases, rents, contracts for, or controls. This prohibition includes all school property and all off-campus events sponsored by the school.

- B. The Human Resource Director will act to enforce this policy and to discipline or take appropriate action against any teacher, administrator, school personnel, or person who is found to have violated this policy.

Tobacco and Tobacco Related Devices Defined

- A. “Tobacco” means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.
- B. “Tobacco-related devices” means cigarette papers or pipes for smoking.
- C. “Smoking” includes carrying a lighted cigar; cigarette, pipe, or any other lighted smoking equipment.

Exception

It shall not be a violation of this policy for a Native American adult to light tobacco on school property as a part of a traditional Native American spiritual or cultural ceremony. A Native American is a person who is a member of an Indian tribe as defined under Minnesota law.

Enforcement

- A. All individuals on school premises shall adhere to this policy.
- B. School administrators and other school personnel who violate this tobacco-free policy shall be subject to school discipline procedures.
- C. School action taken for violation of this policy will be consistent with requirements of Minnesota or federal law, and school policies.
- D. Persons who violate this tobacco-free policy may be referred to the building administration or other school supervisory personnel responsible for the area or program at which the violation occurred.
- E. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

CHILD PROTECTION AND MANDATED REPORTING

All staff is expected to model respect and use of appropriate behavior at all times with our students. Corporal punishment is never permitted nor is inappropriate touching or touching

that might be misinterpreted as aggressive. A child who is not responding to verbal commands or directives and/or is unresponsive to sitting out time (supervised isolation), should be brought to Student Affairs or have Student Affairs come to the student and employee.

Minnesota law (M.S.A. 626.556) requires that any professionals or their delegates engaged in the practice of the healing arts, social services, child care providers or educators who have reason to suspect that a child has been sexually, physically or psychologically abused or neglected is required to report to the local Hennepin County Child Protection (local welfare agency) or the Minneapolis Police Department the suspected abuse or neglect. The report is to be made immediately upon forming the suspicion of abuse or neglect, and is to be followed by a written report as soon as possible thereafter (same day).

While this legal and moral responsibility falls on each employee, volunteer or contractor individually, HARVEST/BEST ACADEMY, Inc. needs to know whenever there is a situation in which you suspect abuse or neglect. In such situations, you should contact the Principal (or designee in the Principal's absence) immediately with any suspicions and follow the preceding procedure. However, if after a reasonable period of time you have been unable to confer with the Principal or designee, you should contact Hennepin County Child Protection or the Minneapolis Police Department. Failure to comply with the above reporting requirement is a misdemeanor under Minnesota law, contributes to children being at-risk, and will result in disciplinary action.

BLOODBORNE PATHOGENS EXPOSURE CONTROL

Blood borne pathogens are microorganisms in human blood that can cause disease in humans. They include but are not limited to Hepatitis B virus (HB) and the human immunodeficiency virus (HIV). Occupational transmission of HIV is rare, but the lethal nature of HIV requires that we take every possible measure to prevent exposure. The Occupational Safety Health Act (OSHA) standard mandates engineering controls, work practices and personnel protective equipment that, coupled with employee's training, will reduce on-the-job risks for all employees exposed to blood.

Each employee must adhere to the following universal precautions:

- Hands should be washed before and after direct contact and immediately if hands become contaminated with blood or other body fluids;
- Gloves should be worn whenever there is a possibility of contact with body fluids;
- Masks should be worn whenever there is the possibility of splashing or splattering of body fluids;
- Gowns should be worn if soiled or exposed skin or clothes is likely;
- During resuscitation procedures, pocket masks or mechanical ventilation devices should be readily available;
- Spills of blood or blood-containing body fluids should be cleaned up using a solution of household bleach and water in a 1:100 solution for smooth surfaces and 1:10 for porous surfaces;
- Health care professionals who have open lesions, dermatitis or other skin irritations should not participate in direct patient care activities or handle contaminated equipment;

- Contaminated needles should never be bent, clipped or recapped.
- Immediately after use, contaminated sharp objects should be discarded into a puncture-resistant "Sharps" container designed for this purpose;
- Contaminated equipment that is reusable should be cleaned of visible organic material, placed in an impervious container and returned to central hospital supply or some other designated place for decontamination and reprocessing;
- Instruments and other reusable equipment used in performing invasive procedures should be disinfected and sterilized.

For additional instructions and procedures that apply to your job, you must see your supervisor.

EMPLOYEE BENEFITS

HARVEST/BEST ACADEMY, Inc. provides various employee benefits to eligible employees. This Employee Handbook will briefly mention and summarize certain of the benefits which may be available to employees of HARVEST/BEST ACADEMY, Inc. In many cases, employee eligibility and other benefits criteria are set forth in separate plan or program documents which are available for review by eligible employees and plan/program participants in the Human Resources office. All employee benefits provided to employees of HARVEST/BEST ACADEMY, Inc. are subject to amendment or revocation by HARVEST/BEST ACADEMY, Inc. HARVEST/BEST ACADEMY, Inc. reserves discretion in the construction and interpretation of its employee benefits and programs including, without limitation, the determination of eligibility of employees and participants thereunder.

HOLIDAYS

Our school observes ten (10) holidays during the year. They are:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Thanksgiving
- The day after Thanksgiving
- December 25th

Regular full-time and regular part-time employees are eligible for paid holidays. You must work your scheduled workday before and after the holiday in order to be paid for the holiday unless you are absent with prior approval from your supervisor. Regular part-time employees holiday pay is pro-rated based on the number of scheduled hours worked.

If a holiday falls on Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, it will be observed on the following Monday.

Requests for observance of religious holidays, up to two (2) days per calendar year, submitted at least two (2) weeks in advance to your supervisor will be considered for

approval on a case-by-case.

PAID TIME OFF

Regular full-time and regular part-time employees are eligible for Paid Time Off (PTO). PTO is to be used for any personal leave, emergency leave, doctor's appointments, or sick leave for your own illness or to care for a sick child in accordance with the provisions of Minnesota Statute Section 181.941. PTO is calculated according to your anniversary date as follows:

- Regular full-time employees have eight (8) paid days per year for their first three years of employment.
- Regular full-time employees have thirteen (13) paid days per year for their fourth and following years of employment.
- Regular part-time employees have the same number of paid days per year pro-rated based on the number of scheduled hours worked.
- Regular full and part-time employees who start after September 30th, the number of paid days off will be prorated according to start date.

Requests for PTO should be submitted to your supervisor in writing (see **PTO Request** form in the Appendix) at least two (2) weeks in advance. Whenever possible, PTO will be granted in accordance with employee requests, however, final approval of PTO requests will be at the Principal's sole discretion, based on operating needs and staffing requirements. When scheduling conflicts arise, seniority will be the primary factor used to determine priority of PTO requests, although other factors may be considered.

PTO may not be carried over to the following year. Financial compensation will not be granted in lieu of taking the actual time off. PTO time may be taken in either half-day or full-day increments.

In the event that a regular full-time or regular part-time employee's employment terminates before completing one year of service, the wage equivalent of PTO time used will be recovered by HARVEST/BEST ACADEMY, Inc. (See **Request for Paid Time Off Before One Year of Employment** form in the Appendix).

We expect that each employee will take ordinary measures as are necessary to remain in good health. Any employee who is not able to fulfill his or her responsibilities due to health problems is expected to seek proper medical attention in order to support a return to work at the earliest possible date, and to notify the immediate supervisor of the absence and its expected duration. Employees may be requested to provide a return to work statement from their doctor.

MEDICAL AND DENTAL INSURANCE

HARVEST/BEST ACADEMY, Inc. currently provides health insurance benefits for all eligible regular full-time and part-time employees who are covered under HARVEST/BEST ACADEMY, Inc. sponsored health insurance plan. An employee is eligible on the first day of the month following 30 days of employment. If you wish to be covered, you must complete an enrollment application form within 30 days of employment

and pay a portion of the monthly premium.

HARVEST/BEST ACADEMY, Inc. offers individual and family insurance coverage to our regular full-time and regular part-time employees. Employees will be responsible for a portion of the premium, which will be set up as a payroll deduction on a pre-tax basis. You are eligible for the following coverage beginning the first of the month following thirty (30) days of employment:

- Health Insurance
- Dental Insurance
- Dependent Life Insurance
- Section 125
- Retirement Plan
- Vision Insurance

Coverage Changes

HARVEST/BEST ACADEMY, Inc. reserves the right to negotiate independently with insurance providers for insurance coverage and may, at any time, revise at its discretion, the nature and extent of coverage.

Waiver of Coverage

Employees who waive any or all of the insurance coverage provided will not be entitled to any alternative compensation for the coverage waived.

Continuation of Coverage

Under certain qualifying events, you and/or any member of your family who are covered under your health/dental or vision insurance plan, will have the right to continue coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) under the group plan for a temporary period, at your or your family member's expense, even after eligibility would otherwise terminate due to your death, termination of employment, divorce or various other qualifying events. Upon termination, you will receive information regarding your COBRA rights. For further information about the right to continue coverage and any requirements you must fulfill to be eligible, please contact Human Resources.

SOCIAL SECURITY

Social security is more than a paycheck deduction; it offers a measure of financial security for you and your dependents. Although this is a federally established program, it is your contributions and ours that pay for this benefit. You and HARVEST/BEST ACADEMY, Inc. each pay fifty percent of your Social Security benefits which provide you with a monthly income upon retirement at the required age or, in certain circumstances, upon long-term disability.

WORKERS' COMPENSATION & UNEMPLOYMENT

Workers' compensation insurance and unemployment compensation benefits for all employees are required by state law and are entirely paid for by HARVEST/BEST ACADEMY, Inc. Workers' compensation protects you in the event you receive a work-

related injury or illness. Any accident on the job, no matter how small, should be reported immediately to your supervisor. Unemployment compensation provides benefits to people who have worked for the required period of time and find themselves without a job through no fault of their own.

SCHOOL CONFERENCES

Up to sixteen (16) hours of unpaid leave during a twelve (12) month period in accordance with Minnesota Statute Section 181.9412 is available to attend your child's school conferences, classroom activities, or other school related activities that cannot be scheduled during non-work hours. The employee must provide reasonable notice to their supervisor prior to the leave and must make a reasonable effort to schedule the leave so as to not disrupt operations and service levels.

IN-SERVICE PROGRAM

Regular full-time employees are required to receive forty (40) hours of formal training each fiscal year. This includes in-house training sessions, as well as courses, seminars and workshops sponsored by others. HARVEST/BEST ACADEMY, Inc. will schedule annual in-service programs that address individual and organizational needs and opportunities. HARVEST/BEST ACADEMY, Inc. will pay for all in-service programs required by our school.

REIMBURSEMENT OF EXPENSES

Reasonable expenses incurred by an employee while conducting HARVEST/BEST ACADEMY, Inc. business will be reimbursable. Employees are expected to use good judgment and discretion in incurring reasonable business-related expenditures and will be required to submit expense reports (see **Reimbursement Request** form in the Appendix) to your supervisor for approval with receipts or other verification of expenses incurred. Employees are authorized to spend up to \$75.00; your supervisor must approve expenditures over \$75.00 in advance. Any expense that may be questionable must be discussed with your supervisor prior to the expenditure. Unreasonable business-related expenditures will not be reimbursed and will be the sole responsibility of the employee.

Out of Town Travel

Employee travel expenses related to the performance of the job including professional development are appropriate for reimbursement and shall be approved by the charter school Principal or designee.

Travel outside the continental U.S. must be requested well in advance of the planned activity. The itinerary must be submitted for approval to the supervising administrator or charter school Principal, followed by review of the School Board.

Reimbursement for Extended Travel

Extended travel refers to travel itineraries that include overnight lodging. Requests for reimbursement of expenses incurred during the performance of school district duties must

be itemized on the official school district form and submitted to the supervising administrator for approval. Receipts for lodging, commercial transportation, registration and other reasonable and necessary expenses must be attached to the reimbursement form to be considered.

- A. The *Claim for Reimbursement or Advance Expenses* form is to be completed by the individual requesting reimbursement before and/or after attending a specific event that has been approved by the supervising administrator. (See *Claim for Reimbursement or Advance Expenses*, form A, of this policy.)
- B. An advance payment for travel may be authorized up to \$50/day, if approved by the supervising administrator. The advance shall be supported by receipts and adjusted accordingly after completing the travel.
- C. Advance payment of registration, lodging and commercial travel may also be paid using the district's credit card available in the business office, if approved by the supervising administrator.

MEALTIME AND BREAKTIME

Employees working four (4) or more hours per day will receive a thirty (30) minute or one (1) hour unpaid meal break and a fifteen (15) minute paid break. Employees working less than four (4) hours per day will not receive a paid or unpaid break. Please see your supervisor to schedule your breaks if you are eligible.

PERSONAL LEAVES OF ABSENCE

Circumstances of a unique personal nature may cause you to request time off without pay. A request for personal leave of absence may be requested by any full-time employee who has completed one (1) year of continuous service, provided it is reasonable and necessary in view of the compelling nature and need, employee performance, school workload and applicable individual circumstances. HARVEST/BEST ACADEMY, Inc. reserves the discretion to grant or deny employees' requests for time off without pay. HARVEST/BEST ACADEMY, Inc. will not guarantee that you will have the same job at the end of the leave period or even that you will have a job at all. All leaves are subject to the approval of the Executive Director.

FAMILY AND MEDICAL LEAVE ACT

Eligible employees are allowed to take up to twelve (12) weeks of unpaid family or medical leave during a rolling twelve (12) month period, in accordance with the provisions of the Family and Medical Leave Act ("FLMA").

A. Eligibility

Regular full-time and part-time employees 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 employee's child
- Placement of an adopted or foster child with the employee
- To care for the employee's spouse, son, daughter or parent with a serious health condition; and/or
- The employee's serious health condition makes the employee unable to perform the functions of the employee's job.

B. Definitions and Conditions

1. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee uses any leave.
2. A "serious health condition" typically requires either inpatient care 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 employee's own serious health condition.
4. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school or when medically necessary. However, part-time employees 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. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
5. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification, which may include a fitness for duty certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances. HARVEST/BEST ACADEMY, Inc. requires the completion of Form WH-380 – Certification of Health Care Provider by the treating physician within fifteen (15) days of the date of the request or as soon as practicable under the given circumstances
6. If the school has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school's expense. If the

opinions of the first and second health care providers differ, the school may require certification from a third health care provider at the school's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

7. Requests for leave shall be made to the school. Employees must give 30 days' written notice of a leave of absence where practicable. Employees 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, subject to and in coordination with the health care provider.
8. During the period of a leave permitted under this policy (which does not exceed a total of 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 employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage.
9. The school may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the human resource director to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.
10. The school shall comply with written notice requirements as set forth in federal regulations.
11. Employees returning from a 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 an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.
12. An employee who does not return to work after leave may, in some situations, be required to reimburse the school for the cost of the health plan premiums paid by it.
13. 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, the language of the applicable law will prevail.

C. Six-week Leave

An employee who does not qualify for leave under Paragraph A above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

Special Rules for Instructional Employees

- A. An instructional employee is one whose principle function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in the leave period may be required to:
- Take leave for the entire period or periods of the planned medical treatment; or
 - Move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
- If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school may require that the leave be continued until the end of the semester.
 - If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school will continue to fulfill the school's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other

benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

JURY DUTY

HARVEST/BEST ACADEMY, Inc. will pay to regular full-time employees \$30 per day for each day spent on jury duty that they would not otherwise be paid by HARVEST/BEST ACADEMY, Inc., excluding Saturdays, Sundays and holidays, up to a maximum of 20 working days. Absences for jury duty beyond 20 working days shall be addressed on a case-by-case basis.

EMPLOYEE AND VOLUNTEER RESPONSIBILITIES

STANDARD OF CONDUCT

Each employee has an obligation to observe and follow the school's policies and to maintain proper standards of conduct at all times. If an employee's behavior interferes with the orderly and efficient operation of the school, corrective disciplinary action measures will be taken. Disciplinary action may include a verbal warning, written warning, suspension without pay and termination. The appropriate disciplinary action will be determined by school Administration. HARVEST/BEST ACADEMY, Inc. does not guarantee that one form of action will necessarily precede another.

The following behaviors may result in discipline up to and including termination: flagrant misconduct, violation of HARVEST/BEST ACADEMY, Inc.'s policies, insubordination, poor attendance or punctuality, possession or use of alcohol or controlled substances during working hours, poor performance, theft or dishonesty, discrimination, harassment, or disrespect toward other people. The behaviors listed above are not all-inclusive and are intended to provide you with a framework on what is and is not acceptable. There may be other behaviors that warrant discipline up to and including termination.

INTERPERSONAL CONDUCT

Our people are our greatest asset. HARVEST/BEST ACADEMY, Inc. is only as good as our employees' collective knowledge, enthusiasm, efforts and commitment. We must nurture and preserve this asset by maintaining an environment in which individuals treat each other with respect and professionalism and honor the dignity of others. It is important to our school environment that our employees get along with one another. You don't have to like everyone you work with, but we expect you to be courteous, honest, dependable, and cooperative and to come to work with a good attitude. We expect all employees to work together in a spirit of cooperation, remaining aware of their obligations to others and to themselves to carry out their commitments in a manner of utmost professionalism.

OPEN DOOR POLICY

HARVEST/BEST ACADEMY, Inc. maintains an "open door policy" for all employees. Simply stated, if you have a work-related grievance, question or concern, you may go to any member of Administration to communicate your feelings at any time.

Good communications within the workplace are critical. All employees are encouraged to make their feelings known so that Administration can promptly address concerns and

questions. This is your school. You do not need anyone else to communicate for you. We are receptive to your suggestions and concerns. No employee will be adversely treated for comments or questions which are made appropriately.

GRIEVANCE PROCEDURE

I. PURPOSE

The HARVEST/BEST ACADEMY, Inc. takes seriously all concerns or complaints by employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. HARVEST/BEST ACADEMY, Inc. would ideally like the first course of action in dealing with a problem, conflict or misunderstanding between any employees or volunteers of our school to be an informal discussion among the parties involved. We understand that is not always feasible. If the problem cannot be solved by the parties involved, the appropriate supervisor(s) or the Principal will become involved.
- B. Employees or other persons may report concerns or complaints to the school. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the Principal or their immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the Principal or HR Director. A person may file a complaint at any level of the school; i.e., lead teacher, Principal, HR Director, Executive Director or school board. However, persons are encouraged to file a complaint at the level closest to the source or cause of the complaint being filed.
- C. The Principal is to ultimately receive all complaints or concerns presented by employees or other persons. However, if the concern or complaint involves the Principal, the complaint shall be filed directly with the Chairperson of the school board, or his/her designee.
- D. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the Principal who shall determine whether an internal or external investigation should be provided. In either case, the Principal shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.

- E. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The Principal shall be copied on the correspondence and consulted in advance of the written response when appropriate. If the Board Chair receives the complaint of concern concerning the Principal, the Board Chair, or his/her designee, shall respond in writing to the complaining party including any appropriate action or measure that was taken. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

STUDENTS, PARENTS AND PUBLIC RELATIONS

Our school's reputation has been built on excellent service and quality work. To maintain this reputation requires the active participation of every employee and volunteer. The opinions and attitudes that students and parents have toward our school may be determined for a long period of time by the actions of one of us. It is sometimes easy to take a student or parent for granted, but when we do, we run the risk of losing not only the student or parent, but their associates, friends, or family who may also be parents of students or prospective parents of students. Each employee must be sensitive to the importance of providing courteous treatment in all of our relationships.

PERSONAL APPEARANCE AND DRESS CODE

Employees and volunteers are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our students' and parents' satisfaction represent the most important and challenging aspect of our work. Whether or not your job responsibilities place you in direct contact, you represent the school with your appearance as well as your actions. The properly attired person helps to create a favorable image for the school, to the public and fellow employees.

During the school year (August through June) each employee and volunteer is expected to dress professionally. During summer session (mid-June until the end of August), staff may wear summer attire including appropriate shorts and coordinating tops (see below).

The following are NOT allowed:

- Cut-off shorts
- Yoga, Sweat pants or leggings
- Shorts, dresses or skirts that are shorter than four (4) inches above the knee
- Shoulder drop, low -cut, or back-out shirts
- Jeans, unless a field trip requires physical or outdoor activities
- Clothing that spells profanity or shows gross acts
- Hats, bonnets or scarves, except for religious reasons
- Visible body piercing, other than ears and nose
- Visible tattoos

Any questions about acceptable dress and grooming under these policies should be directed to your supervisor. The Principal has the final authority to determine whether your dress

is appropriate for the workplace under this policy.

GOOD HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor, or the school administration.

ON CALL

It may be necessary for employees in certain positions to be available by phone before and/or after hours during the week, on weekends, or on holidays.

ATTENDANCE & PUNCTUALITY

Each employee's reliability and dependability are essential for HARVEST/BEST ACADEMY, Inc. to achieve its mission. The staff at HARVEST/BEST ACADEMY, Inc. operates as a team, and this requires that each person be in the right place at the right time. In other words, regular attendance is required of your job and each employee is expected to work their regularly scheduled work day. Failure to achieve regular, consistent and punctual attendance may result in disciplinary action.

If an employee is unable to come to work because of illness, or personal emergency, the employee should follow these guidelines:

- The employee should call or text his/her supervisor at least ninety (90) minutes before the scheduled start time. For example, if your start time is 7:45am, your supervisor should be notified no later than 6:15am.
- If the employee's supervisor is not available, the employee is required to speak to another member of leadership.
- The notification must come directly from the employee unless he/she can provide medical documentation that he/she was incapacitated or unable to call.
- If an employee is notifying their supervisor that he/she will be late, an estimated time of arrival must be given.
- An employee must call his/her supervisor daily for all unscheduled absences. A call at the beginning of the week stating that he/she is ill and will be out for a few days will not be accepted with a written medical release from work notice from a medical provider.
- Once an employee's work day has started, if he/she must be absent for a portion of the day, the supervisor should be notified in advance, with an estimated time of arrival, if applicable.
- In the event of an absence from work due to medical reasons for three (3) or more consecutive days, a return to work notice from a medical provider verifying the employee's fitness to return to duty (with or without restrictions and/or accommodations). This notice must be submitted to Human Resources upon the employee's return to work.

Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination.

- Employees without an approved request for time off, who does not report to work for two (2) consecutive work days without contacting their supervisor (or another member of leadership in their supervisor's absence) will be deemed to have voluntarily terminated their employment.
- Any combination of seven (7) unscheduled attendance issues (tardy, no call/no show, failure to work entire shift) with or without prior notice for non-medical reasons in a school year may lead to termination.
- Any patterns that exist with regard to an employee's unscheduled attendance issues (tardy, no call/no show, leave early) such as consistently missing the day before/after payday, holiday or breaks will be an attendance infraction.
- An employee is expected to be ready for work at the beginning of his/her scheduled work shift and is considered to be tardy if he/she is more than five (5) minutes late.
- In addition to arriving on time each scheduled day of work, each employee is expected to work his/her entire shift. Any employee who leaves work without informing their supervisor will be given an attendance infraction.
- Employees have the choice to substitute available PTO hours to supplement any missing hours for a given day or be docked for those missing hours. In either case, a Time Off Request form must be submitted for approval. For example, if an employee works only four (4) hours of an eight (8) hour shift, the employee may substitute four (4) hours of PTO or be docked four (4) hours for the missed time.

HARVEST/BEST ACADEMY, Inc. reserves the right to authorize or refuse to authorize the advance request of an employee to be absent from work. Requests for paid or unpaid time off must be submitted at least five (5) days in advance and approved by your supervisor. (See **Time Off Request** form in the Appendix)

VISITORS IN THE WORKPLACE

While we strive to be a family-friendly organization, we cannot allow children of any age to accompany his/her parent to the workplace while that parent is working their scheduled shift. In the event that an employee's child is sick, the employee should arrange for appropriate care or stay at home with the child instead of bringing the child into the workplace. However, the employee may request from their supervisor the option to work from home on these days.

IDENTIFICATION BADGES

You may be issued an identification badge at the time of your employment. When issued it must be worn at all times and be visible.

SIGNING IN AND SIGNING OUT

Before leaving the building, all salaried staff must sign out in the log book at the receptionist desk daily.

SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, employees and volunteers may not engage in solicitation during working time or distribute any literature on company premises in work areas or during work time. This does not apply to breaks or meal times when those involved are not required to be working. Trespassing, soliciting or distribution of literature by non-employees on school premises is prohibited at all times.

PROTECTING SCHOOL INFORMATION

Employees of HARVEST/BEST ACADEMY, Inc. may acquire or contribute to confidential information concerning HARVEST/BEST ACADEMY, Inc. and/or its employees, students, parents, or volunteers during the course of their employment. It is the policy of HARVEST/BEST ACADEMY, Inc. that employees keep confidential and not use or disclose to anyone, *either during or after* their employment with HARVEST/BEST ACADEMY, Inc., any confidential information except as is required by such employment or as authorized in writing by HARVEST/BEST ACADEMY, Inc. Protecting our school's information is the responsibility of every employee and volunteer and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss or allow access to confidential information with anyone who does not work for us without your supervisor's approval in advance. Any question on the release of information must be discussed with Administration prior to disclosure. Employees are prohibited from representing themselves as spokespersons for HARVEST/BEST ACADEMY, Inc. to the media without the express approval from their supervisor or the Executive Director.

Employees of HARVEST/BEST ACADEMY, Inc. may not use, duplicate or disseminate any information contained in any records, documents or other tangible items of HARVEST/BEST ACADEMY, Inc., including, but not limited to student, personnel or financial records, in original, duplicate or copied form, except as needed in the ordinary course of employees' employment and subject to the approval of HARVEST/BEST ACADEMY, Inc.

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school, pursuant to the requirements of 20 U.S.C. §1232g, *et seq.*, (Family Educational Rights and Privacy Act) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

Definitions

Definitions for words contained in this section are contained in HARVEST/BEST ACADEMY, Inc. board policy number 24, and may be obtained from the school's responsible authority. The school's Executive Director is designated its responsible authority.

General Classification

State law provides that all data collected, created, received or maintained by a school are public unless classified by state or federal law as “not public” or “private” or “confidential.” State law classifies all data on individuals maintained by a school that relates to a student as “private” data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of 20 U.S.C. §1232g and the regulations promulgated there under.

Disclosure of Education Records

A. Consent Required for Disclosure

1. The school shall obtain a signed and dated written consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - A specification of the records to be disclosed;
 - The purpose or purposes of the disclosure;
 - The party or class of parties to whom the disclosure may be made; and
 - If appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - If the parent or eligible student so requests, the school shall provide him or her with a copy of the records disclosed; and
 - If the parent of a student who is not an eligible student so requests, the school shall provide the student with a copy of the records disclosed.
4. If the responsible authority seeks an individual’s informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - In plain language;
 - Dated;
 - Specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - Specific as to the nature of the information the subject is authorizing to be disclosed;
 - Specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

- Specific as to the purpose or purposes for which the information may be used by any of the parties named in clause e above, both at the time of the disclosure and at any time in the future; and
- Specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for (i) life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school that are subject to third party reimbursement.

5. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in the STATEMENT OF RIGHTS section of board policy number 24.

B. Prior Consent for Disclosure Not Required

The school may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is to:

1. Other school officials, including teachers, within the school whom the school determines have a legitimate educational interest in such records;
2. Officials of other schools or schools in which the student seeks or intends to enroll. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (See Part XIX.), suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with the REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA section of this policy;
3. Authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of

Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

4. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - Determine eligibility for the aid;
 - Determine the amount of the aid;
 - Determine conditions for the aid; or
 - Enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

5. State and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
After November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
6. Organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted. For purposes of this provision, the term “organizations” includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school to whom information is disclosed violates this provision, the school may not allow that third party access to personally identifiable information from education records for at least five years.
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student;

9. Comply with a judicial order or lawfully issued subpoena, provided, however, that the school makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed. In addition, if the school initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school, the school may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school to defend itself;
10. Appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In addition, an educational agency or institution may include in the educational records of student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
11. The juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
12. Information the school has designated as "directory information" pursuant to the RELEASE OF DIRECTORY INFORMATION section of this policy;
13. Military recruiting officers pursuant to the MILITARY RECRUITMENT section of this policy;
14. The parent of a student who is not an eligible student or to the student himself or herself;
15. Appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

16. Volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students; or
17. The juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the charter school Principal or Executive Director of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information. The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.
18. The special education coordinator of the school the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by special education coordinator under Minn. Stat. § 260B.171, Subd. 3. The special education coordinator must notify the counselor immediately and must place the disposition order in the student's permanent education record. The special education coordinator also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the special education coordinator believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The special education coordinator may also notify other school employees, substitutes, and volunteers who are in direct contact with the student if the special education coordinator determines that these individuals need the

information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the special education coordinator must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

19. The charter school special education coordinator where the student attends if it is information from a peace officer's record of children received by special education coordinator under Minn. Stat. § 260B.171, Subd. 5. The special education coordinator must place the information in the student's educational record. The special education coordinator also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the special education coordinator believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The charter school special education coordinator may also notify other employees, substitutes, and volunteers who are in direct contact with the student if the special education coordinator determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the special education coordinator must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The charter school special education coordinator must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the special education coordinator of such action.

Release of Directory Information

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, the school may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the school may release records that only contain information about an individual obtained after he or she is no longer a student at the school.

C. Present Students and Parents

The school may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - The types of personally identifiable information regarding students and/or parents that the school has designated as directory information;
 - The parent’s or eligible student’s right to refuse to let the school designate any or all of those types of information about the student and/or the parent as directory information; and
 - The period of time in which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school, in writing, that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in the DISCLOSURE OF EDUCATION RECORDS section of this policy.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent’s or eligible student’s written notice shall be directed to the responsible authority and shall include the following:

- Name of the student and/or parent, as appropriate;

- Home address;
- School presently attended by student;
- Parent’s legal relationship to student, if applicable; and
- Specific categories of directory information to be made not public without the parent’s or eligible student’s prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

Disclosure of Private Records

A. Private Records

For the purposes herein, education records are records that are classified as “private” data on individuals by state law and which are accessible only to the student who is the subject of the data and the student’s parent if the student is not an eligible student. The school may not disclose private records or their contents except as summary data, or except as provided in the DISCLOSURE OF EDUCATION RECORDS section of this policy, without the prior written consent of the parent or the eligible student.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student’s request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - Whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - Whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - Whether there are grounds for believing that the minor data subject’s reasons for precluding parental access are reasonably accurate;

- Whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- Whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

Disclosure of Confidential Records

A. Confidential Records

Confidential records are those records and data contained therein which state or federal law makes not public, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

C. Investigative Data

Data collected by the school as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school.

3. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a decision by the school, or by the chief attorney for the school, not to pursue the civil legal action. However, such investigation may subsequently become active if the school or its attorney decides to renew the civil legal action;
 - the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - the exhaustion or expiration of rights of appeal by either party to the civil legal action.
4. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

Disclosure of School Records Prior To Exclusion or Expulsion Hearing

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school records pertaining to the student, including any tests or reports upon which the action proposed by the school may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, *et seq.*

Disclosure of Data to Military Recruitment Officers

- A. The School will release the names, addresses, and home telephone numbers of secondary students to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - May be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
 - Cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers. To refuse

the release of the above information to military recruiting officers, a parent or eligible student must notify the Principal, in writing, by September 10 each year. The written request must include the following information:

- Name of student and parent, as appropriate;
- Home address;
- Student's grade level;
- School presently attended by student;
- Parent's legal relationship to student, if applicable;
- Specific category or categories of information which are not to be released to military recruiters; and
- Specific category or categories of information that are not to be released to the public, including military recruiters.

D. Annually, the school will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of secondary students without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school's release of directory information to the rest of the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in the RELEASE OF DIRECTORY INFORMATION section of this policy also must be followed. Accordingly, to the extent the school has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers.

Limits on Re-disclosure

A. Re-disclosure

Consistent with the requirements herein, the school may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Re-disclosure Not Prohibited

1. Subdivision A. of this section does not preclude the school from disclosing personally identifiable information under the DISCLOSURE OF

EDUCATION RECORDS section of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school provided:

- The disclosures meet the requirements of the DISCLOSURE OF EDUCATION RECORDS section of this policy; and
- The school has complied with the record-keeping requirements of the RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING section of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school.

D. Notification

The school shall, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under the RELEASE OF DIRECTORY INFORMATION section of this policy, or disclosures to a parent or student, the school shall inform the party to whom a disclosure is made of the requirements set forth in this section. In the event that the Family Policy Compliance Office determines that a third party improperly rediscloses personally identifiable information from education records, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five years.

Responsible Authority, Record Security; and Record Keeping

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The Enrollment Clerk of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

Right to Inspect and Review Education Records

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school shall permit the parent of a student, an eligible student or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in the DISCLOSURE OF PRIVATE RECORDS section of this policy.

B. Response to Request for Access

The school shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

- The right to a response from the school to reasonable requests for explanations and interpretations of records; and
- If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.

D. Form of Request

Parents or eligible students shall submit to the school a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information that pertains to that student.

F. Authority to Inspect or Review

The school may presume that either parent of the student has authority to inspect or review the education records of a student unless the school has been provided with evidence that there is a legally binding instrument or a state law or court order

governing such matters as marriage dissolution, separation or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school shall consider the following:
 - The cost of materials, including paper, used to provide the copies;
 - The cost of the labor required to prepare the copies;
 - Any schedule of standard copying charges established by the school in its normal course of operations;
 - Any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - Mailing costs.
2. The cost of providing copies shall be borne by the parent or eligible student.
3. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent the parent or eligible student from exercising their right to inspect or review the student's education records.
4. The school reserves the right to make a charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent, as a convenience, will be from \$1 to \$15 plus postage if that is involved.

Request to Amend Records; Procedures to Challenge Data

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading or violates the privacy or other rights of the student may request that the school amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school to make. The request shall be signed and dated by the requestor.

2. The school shall decide whether to amend the education records of the student in accordance with the request within a reasonable period of time after receiving the request.
3. If the school decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

USE AND RETURN OF SCHOOL PROPERTY AND EQUIPMENT

HARVEST/BEST ACADEMY, Inc. has also invested a substantial amount of money in tools and equipment. Therefore, we expect each employee to take care of company property. Theft, negligent use of or abuse of school property or equipment will not be tolerated. Employees may not remove any equipment or supplies from school premises without express written consent. If you lose, break or damage any property or equipment, report it to your supervisor as soon as possible.

Each employee must deliver to HARVEST/BEST ACADEMY, Inc., upon termination of employment with HARVEST/BEST ACADEMY, Inc. or at any other time upon HARVEST/BEST ACADEMY, Inc.'s request, any and all records, documents, and other tangible items in the employee's possession or control which belong to or relate to the products, services, systems or business of HARVEST/BEST ACADEMY, Inc.

SEVERE WEATHER

If it is necessary to cancel school because of severe weather, announcements will be given over WCCO AM (830) and KMOJ FM (89.9) on your radio. We will also follow Minneapolis Public School closings, please check your local news stations.

PERSONAL TELEPHONE CALLS

It is important to keep our telephone lines free for parent and student calls and normal business activity. Although the occasional use of the school's telephones for a personal emergency may be necessary, routine personal calls are discouraged. Messages from incoming phone calls will be placed in the employee's mail box or message holder and can be checked throughout the day. You will not be called out of the classroom or away from work unless it is an emergency. Personal long-distance calls can only be made in emergencies and should be approved by your supervisor or someone in Administration.

CELLULAR PHONES AND PAGERS

Cellular phones, pagers and other non-educational electronic devices including a walkman, boom boxes, CD players, video games, etc. are not allowed to be used while teaching or supervising students.

TRANSPORTATION

Employees are required to have a valid driver's license and a current insurance certificate in order to drive school or personal vehicles for approved business. Copies of this

information will be kept in your personnel file. It is the employee's responsibility to notify your supervisor whenever there is a change affecting your personal insurance, driver's license and/or ability to drive legally and safely.

Employees are responsible for the payment of traffic tickets (moving and parking) they incur while driving the school's or personal vehicles. Employees will be reimbursed for parking fees and mileage (personal vehicle only) incurred while on school business. The mileage rate for reimbursement shall be determined by the per mile rate set by the IRS for the applicable year.

ELECTRONIC MEDIA AND SERVICES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

In making decisions regarding employee access to the school computer system and the Internet, including electronic communications, the school 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 school 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 school expects that faculty will blend thoughtful use of the school computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

Limited Educational Purpose

The school is providing employees with access to the school computer system, which includes Internet access. The purpose of the system is more specific than providing employees with general access to the Internet. The school 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 system to further educational and personal goals consistent with the mission of the school and school policies. Uses that might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

Use of System Is a Privilege

The use of the school 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 school 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 school policies, including suspension, or termination of employment; or civil or criminal liability under other applicable laws.

Unacceptable Uses

- A. The following uses of the school system and Internet resources or accounts are considered unacceptable:
- Users will not use the school system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - Pornographic, obscene or sexually explicit material or other visual depictions that is harmful to minors;
 - Obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - Materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - Information or materials that could cause damage or danger of disruption to the educational process;
 - Materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 - Users will not use the school 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.
 - Users will not use the school system to engage in any illegal act or violate any local, state or federal statute or law.
 - Users will not use the school 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 school system software, hardware or wiring or take any action to violate the school's security system, and will not use the school system in such a way as to disrupt the use of the system by other users.
 - Users will not use the school 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.
 - Users will not use the school 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.

- Users must keep all account information and passwords on file with the designated school official. Users will not attempt to gain unauthorized access to the school system or any other system through the school 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 school system may not be encrypted without the permission of appropriate school authorities.
- Users will not use the school 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.
- Users will not use the school system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school. Users will not use the school system to offer or provide goods or services or for product advertisement. Users will not use the school system to purchase goods or services for personal use without authorization from the appropriate school 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 school official. In the case of a school 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 school employee, the building administrator.

Filter

- A. All school 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.
- B. With respect to any of its computers with Internet access, the School 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:

- Obscene;
 - Child pornography; or
 - Harmful to minors.
- D. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
- Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 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
 - Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- E. An administrator, supervisor or other person authorized by the school Principal may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

Consistency with Other School Policies

Use of the school computer system and use of the Internet shall be consistent with school policies and the mission of the school.

Limited Expectation of Privacy

- By authorizing use of the school system, the school 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 school system.
- Routine maintenance and monitoring of the school system may lead to a discovery that a user has violated this policy, another school policy, or the law.
- 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 school policy.
- School employees should be aware that the school retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school employees should be aware that data and other materials in files maintained on the school system might be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- The school 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 school policies conducted through the school system.

Internet Use Agreement

- 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 school.
- 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.
- The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The employee must sign the Internet Use Agreement form for employees. 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.

Limitation on School Liability

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

Business hours are for conducting HARVEST/BEST ACADEMY, Inc.'s business. Therefore, personal activities, personal calls or visits from friends or relatives during your working hours are discouraged unless absolutely necessary. All users have the responsibility to use these resources in a professional, ethical and lawful manner.

LESSON PLANS/PACING GUIDES

Lesson plans and pacing guides are due Monday mornings before 12:00 noon. Lesson plans and pacing guides should be turned into the Principal's mail box in the Front Office and teachers should check off their names on the list located in the box.

Reminder notifications will be placed into mailboxes on Tuesday morning for teachers who fail to turn in their lesson plans and pacing guides. The very latest that lesson plans and/or pacing guides will be accepted is Wednesday 12:00 noon. If a teacher fails to turn in their lesson plans and/or pacing guides by Wednesday at 12:00 noon, the teacher will be automatically suspended without pay on Thursday.

Teachers who receive two reminder notifications during any month may be subject to disciplinary action. Teachers who receive a third reminder notification during any month will be subject to additional disciplinary action up to and including immediate termination.

Whistle Blower Policy

If any employee reasonably believes that some policy, practice, or activity of HARVEST/BEST ACADEMY, Inc. is in violation of law, a written complaint may be filed by that employee with the Chief Executive Officer.

The underlying purpose of this policy to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of The Chief Executive Office and/or The Board of Directors and provides a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

HARVEST/BEST ACADEMY, Inc. will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of the organization, or of an individual or entity with whom HARVEST/BEST ACADEMY, Inc. had a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

HARVEST/BEST ACADEMY, Inc. will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any activity, policy, or practice of the organization that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning health, safety, welfare, or protection of its clients, stakeholders or the environment.

Conflict of Interest Policy

I. PURPOSE

The purpose of this policy is to observe MN Stat. 124D.10 Subd. 4a; 34 CFR Part 80.26(b) and 36(b)(3); 34 CFR Part 75.525; and CFR Part 75.525 (a) & (b) regarding conflict of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school to conform to statutory conflict of interest laws and act in a manner that will avoid any conflict of interest or the appearance thereof. This policy addresses compliance requirements with MN Stat. 124D.10 Subd. 4a; 34 CFR Part 80.26(b) and 36(b)(3); and 34 CFR Part 75.525 (a) & (b). In addition, all purchases must follow the procedures outlined in Policy #35 Purchasing, Procurement and Contracting Policies that establishes procedures to carry out purchasing, procurement and contracting functions of the charter school and provide efficient management of public monies and

compliance with all applicable state and federal laws including requirements when using federal funds to make purchases under Minnesota's federal Charter Schools Program (CSP).

MN Stat. 124D.10 Subd. 4a Conflict of Interest

- (a) No employee, officer, or agent of the school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:
 - (1) The employee, officer, or agent;
 - (2) The immediate family of the employee, officer, or agent;
 - (3) The partner of the employee, officer, or agent;
 - (4) An organization that employs, or is about to employ an individual in clauses (1) to (3), has a financial or other interest in the entity with which the school is contracting. A violation of this prohibition renders the contract void.
- (b) An individual may serve as a member of the board of directors if no conflict of interest under paragraph (a) exists.
- (c) The conflict of interest provisions under this subdivision do not apply to compensation paid to a teacher employed by the charter school who also serves as a member of the board of directors.
- (d) The conflict of interest provisions under this subdivision do not apply to a teacher who provides services to the school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.

34 CFR Part 75.525 (a) & (b) Participation in a Project

- (a) A grantee may not permit a person to participate in an administrative decision regarding a project if:
 - (1) The decision is likely to benefit that person or a member of his or her immediate family; and
 - (2) The person:
 - (i) Is a public official; or
 - (ii) Has a family or business relationship with the grantee.
- (b) A grantee may not permit any person participating in the project to use his or her position for a purpose that is – or gives the appearance of being – motivated by a desire for a private financial gain for that person or for others.

34 CFR Part 80.36(b)(3) Procurement

- (a) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

APPENDIX

1. Key Distribution form
2. Expense Reimbursement form
3. Request for Paid Time Off One Year of Employment form
4. Leave Request & Authorization form
5. Personnel Action & Change form

HARVEST/BEST ACADEMY, Inc.
Acknowledgment of Receipt of Employee Handbook

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to this handbook. I understand that the handbook is intended only as a general reference and not as a full statement of company procedure or a legal contract.

I understand and agree that nothing in the employee handbook creates, or is intended to create; a promise or representation of continued employment and that employment at HARVEST/BEST ACADEMY, Inc. is “employment-at-will.” Employment-at-will means that I may terminate my employment at any time, for any reason, without notice, and that HARVEST/BEST ACADEMY, Inc. may terminate my employment at any time for any legal reason or no reason, without notice.

I understand that this handbook supersedes and replaces any and all handbooks which have previously been provided to me. Any previous handbooks are now specifically revoked and rescinded, and all provisions therein are now null and void.

I understand that employment or continued employment with HARVEST/BEST ACADEMY, Inc. following distribution of this handbook and the revocation of all prior handbooks will be considered to be acceptance of the policies, procedures, and benefits set forth in this handbook.

Print Name: _____

Signature: _____

Date: _____