



Employee Handbook
Phoenix Academy
A Guide for Our Employees

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Introduction

The Handbook is designed to introduce you to our School, familiarize you with School policies, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you a convenient explanation of present policies and practices at Phoenix Academy Inc.

Phoenix Academy Inc. reserves the right to add to or modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

Part 1 – Getting Started

Recruitment and Hiring

The Phoenix Academy Inc.'s primary goal when recruiting new employees is to select persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our School.

Employment Classifications

The following terms will be used to describe employment classifications and status

Exempt Employees

An exempt employee is a salaried employee who holds an administrative, professional, or management position. Exempt employees are not subject to the overtime pay provisions of the Fair Labor Standards Act (FLSA). Certain outside sales persons and a few other job categories are also exempt.

Non-Exempt Employees

Hourly employees are generally non-exempt employees. Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) are likewise not exempt. Non-exempt employees are required to record all hours worked and are paid for overtime work in excess of 40 hours per week.

Introductory Employee

Employees with less than 90 calendar days of service.

Full-Time Employee

Full-time employees are those who have completed their Introductory Period and are regularly scheduled to work at least 40 hours per week.

Part-Time Employee

Part-time employees are those who have completed their introductory period and are regularly scheduled to work at least 20 but fewer than 40 hours per week. Part-time employees are not eligible for School paid benefits.

Casual Employee

Employees who work on an occasional or as needed basis. Substitute teachers/Instructional Assistants are examples of casual employees. Casual employees are generally not eligible for benefits.

Independent Contractors

Persons hired by the School to perform a particular job, typically for a limited time period. These persons may be self-employed or they may work for an outside agency. Independent contractors are not eligible for School benefits and they are not considered employees of Phoenix Academy Inc.

Equal Employment Opportunity

Phoenix Academy Inc. is an Equal Opportunity Employer. We will extend equal opportunity to all individuals without regard to race, religion, color, gender, gender identity or expression, national origin, sexual orientation, age, marital status, disability or any other status protected under applicable Federal, State or Local law. Our policy reflects and affirms the School's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our Equal Employment Opportunity policies are further explained in Part III below.

Your Employment Relationship with Phoenix Academy Inc.

Like other Minnesota charter schools, Phoenix Academy Inc. does not offer individual employees a formal employment contract with the School. Employment is "at will," meaning that you or the School may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration. Neither does it obligate you to continue your employment for a specific period of time. Unless you have entered into an Employment Agreement that supersedes this document, either you or the School may terminate the employment relationship at any time. Neither does the handbook guarantee any prescribed process for discipline and discharge.

No manager or other representative of the School, other than the Executive Director has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Executive Director and the employee.

Orientation and Training

To help you become familiar with the Phoenix Academy, the Director or designee will provide an orientation and training session within the first few days after you begin work. Some of the training will be specific to your responsibilities, while other parts will apply to all employees. In addition, the School may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The School complies with the Immigration Reform and Control Act of 1986 by employing only those persons who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, Phoenix Academy Inc. is required by law to terminate your employment.

Hours of Work

The workweek for full time employees is generally from Monday through Friday, with normal operating hours from 7:30 am to 4:00 pm, with 30 minutes for lunch.

The workweek for part time employees is generally from Monday through Friday, with normal operating hours from 8:30 am to 3:00 pm, with 30 minutes for (unpaid) lunch.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. Excessive absenteeism or frequent tardiness put an unnecessary strain on your coworkers and can have a negative impact on the success of the School. Frequent absenteeism or tardiness may result in disciplinary action including discharge.

You are expected to be at your workstation or assigned classroom or work area, at the beginning of each business day. If you are delayed, you must notify your teaching team and call your immediate supervisor to state the reason for the delay. As with absences, you must speak directly with a manager. Frequent delays in reporting to work on time will result in disciplinary action including discharge.

Inclement Weather

Phoenix Academy Inc. is open for business unless you are advised otherwise by your supervisor. There may be times when we will delay opening and on rare occasions we may have to close.

In the event that the School's facilities are closed, full time employees will be paid for the day. Any snow days will be made up for later in the year. If the School's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) personal/sick time, (2) vacation time, or (3) unpaid time, in that order.

When potentially dangerous weather develops during the day and a decision is made by the School to close early, full time employees will be compensated for the full day.

When severe weather develops or is anticipated to develop during the day and a decision is made to close before 4:00 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day.

Dress and Conduct Code

Everyone is expect to present a clean and professional appearance when you represent PA, whether you are in or outside of the office. You are required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act professionally and courteously at all times to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

The School dress code is business-casual. Clean, neat clothing is acceptable. Torn jeans or other torn clothing and tee shirts with inappropriate words or pictures are not appropriate attire.

Work Space

Employees are responsible for maintaining the workspace assigned to them. Your workspace should be clean, organized and free of items not required to perform your job. A photo or two of those who are special to the employee is encouraged. However, employees should keep in mind that their workspace is part of a professional environment that portrays the School's overall dedication to providing quality service to its clients and should be free from offensive or inflammatory materials. .

Classroom/Office Equipment

Certain equipment is assigned to staff depending on the needs of the job. That equipment can include items such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the School and cannot be removed from the office without prior approval from your supervisor. You are expected to treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action.

Personnel Records

You are responsible for notifying your immediate supervisor or the office manager of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information.

Performance Reviews, Salary Reviews

You will have your first formal performance review at the end of your first six months of employment. After the three-month introductory period, performance reviews will normally be conducted annually on or about your anniversary date. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the School, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, student achievement, student and parent satisfaction, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with School employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the School at its discretion in consideration of various factors, including your performance review.

Part 2 – Our Policies and Practice

Internet Access

Access to the Internet and World Wide Web is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect a user's performance of employment-related activities.

The School itself, or through its Internet Service Provider, may monitor, log and gather detailed statistics on employees' Internet activity.

The Phoenix Academy Inc. email and Internet system is the property of the School. By accessing the Internet, Intranet and electronic mail services through facilities provided by the School, you acknowledge that the School by itself or through its Internet Service Provider may from time to time may monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications. You should have no expectation of privacy when using or accessing the School's computer system.

Responsibilities and Obligations

Employees may not access, download or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the School and other persons at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the School.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and School policies. Violation of this policy is a serious offense.

This policy is incorporated as part of the terms of employment by the School. Subject to the requirements of law, violation of this policy may result in a range of sanctions; from restriction of access to electronic communication facilities, to disciplinary action, including dismissal.

Email

The email system is the property of the School. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the School. You may make limited personal use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.¹

The School email system is School property, and as such, is subject to monitoring.

Electronic mail is like any other form of School communication, and may not be used to harass. Your email account is a School-provided privilege, and is School property. Remember that when you send email from the Phoenix Academy Inc. domain, you represent the School whether your message is business-related or personal.²

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside the School building and on school campus.

Drug-Free Workplace

Phoenix Academy Inc. takes seriously the problem of drug and alcohol abuse, and is committed to provide a substance abuse free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Substance Abuse

The School recognizes alcohol and drug abuse as potential health, safety and security problems. The School expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illegal drugs, alcohol or other intoxicants, as well as the misuse of legal or prescription drugs on School premises or at any time and any place during working hours. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform the Director for assistance in seeking help to address substance abuse.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the School.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

We provide a clean, hazard-free, healthy, safe environment in which to work and comply with relevant federal, state and local occupational health and safety laws, including the Occupational Safety and Health Act. You have a duty to comply with the safety rules of Phoenix Academy Inc., and you are expected to take an active part in maintaining this hazard-free environment.

You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workplace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor.

Medical Procedures

If you become ill or get hurt while at work, you must notify the school director or office manager immediately. The School may also request that a physician examine you at the School's expense whenever the School determines this is necessary for your protection or for the School's.

Promotions and Transfers

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the School, you may be transferred from your current job, either at your request or at the School's discretion.

Most job openings that are intended to be filled from within the School will be posted on the EdPost website, school website and Facebook page. The Management of the School may transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of the School management.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current job. Your eligibility is also dependent on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first six (6) months of employment if the management of the School believes that it is in the best interest of the School to make an exception to this guideline.

Travel

Details of Phoenix Academy Inc.'s Travel and Expense Reimbursement Policy are contained in Appendix B of this Handbook.

Part 3 – Equal Employment Opportunity

Discrimination Is Prohibited

The Phoenix Academy is an equal opportunity employer and makes all employment decisions without regard to race, color, age, marital status, genetics, religion, gender, gender identity or expression, sexual orientation disability, or national origin, or any other status protected under applicable Federal, State or Local law. This policy applies to all terms and conditions of employment, including but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state and local laws related to discrimination.

PA makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the Human Resources Department. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the School's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. Qualified applicants or employees who are disabled should request reasonable accommodation from the School in order to allow them to perform a particular job. If you are disabled and you wish such reasonable accommodation, contact Director of Human Resources.

Workplace Harassment

Phoenix Academy Inc. is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the School has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment of any other person, including, without limitation, fellow employees, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The School will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be investigated and resolved appropriately.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws. It is defined as any unwelcome sexual advance, request for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

These behaviors may include, for example: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. School policy further prohibits harassment and discrimination based on sex stereotyping. The School encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with Human Resources.

If you believe that you have been subjected to harassment or if you believe you have witnessed any form of harassment, you should immediately contact an appropriate manager, supervisor or Human Resources staff member. Your complaint will be investigated in a professional manner. There will be no retaliation against any employee who files a complaint in good faith or who assists in providing information relevant to a claim of harassment. If it is determined that inappropriate conduct has occurred, we will take such action as is appropriate under the circumstances.

Supervisors' Responsibilities

All Managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- Encourage employees to report any violations of this policy.
- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual harassment is not permitted.

All employees are expected to cooperate fully with any ongoing investigation regarding a sexual harassment incident.

Penalties for Violation of Sexual Harassment Policy

If our investigation leads to the determination that there is merit to the allegations of harassment, the necessary corrective discipline, including termination, will be taken by the School.

Part 4 – Compensation

Payroll Practices

Employees are paid semi-monthly, on the 15th and the 30th of each month. If the regularly scheduled payroll date falls on a Saturday, the School will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding

The School will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions, which you authorize, including short-term disability insurance, Flexible Spending Account contributions, and 401(k) contributions.

Part 5 – Benefits

General

This section describes the benefits provided by Phoenix Academy Inc. and information on your eligibility for benefits. Details regarding each benefit plan are contained in the School's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents available for your review in the Human Resources Department.

Medical Insurance

The School offers medical insurance to all full-time employees.

Late Applicants

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of those programs for either yourself or your eligible dependents, you will only be allowed to apply for entry into the various Plans during Open Enrollment.

Open Enrollment

The open enrollment period allows employees to add or change their benefits coverage. Applications for Medical and Dental insurance may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a major life status change; see Special Enrollment).

Special Enrollment

A Qualifying Event, such as certain life status changes--marriage, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.--allow entry into these Plans as long as application for coverage is made within 30 days of the Qualifying Event. For specific details regarding Special Enrollment please refer your Summary Plan Description.

Continuation of Coverage

Federal law requires employers of 20 or more employees to give employees the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances, such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events.

Dental Insurance

The School offers a dental plan for eligible employees. Please refer to the Dental Summary Plan Description for an explanation of the plan benefits and limitations.

Long-Term Disability Plan (LTD)

Long-Term Disability coverage is an employer paid benefit. This benefit would pay a portion of your regular salary for an extended period of time. LTD is employee-specific. If you elect this type of coverage, please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

Life Insurance

Full-time employees are eligible for and are automatically enrolled in a group term life insurance program. You may designate or change the beneficiary for this policy at any time. The School pays the premium for this program. The face value of this benefit is equal to one times your annual salary to a maximum of \$50,000.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of work-related accident or illness, all employees are covered by Workers' Compensation Insurance, provided by the School and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your Manager and the Human Resources Department. This ensures that the School can help you obtain appropriate medical treatment. Your failure to follow this procedure may result in a workers' compensation

report not being filed in accordance with the law, which may delay your benefits in connection with the injury or illness. Questions regarding Workers' Compensation Insurance should be directed to the Human Resources Department.

Employee Contributions

The School's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the School. Your contributory cost is deducted from your paycheck. (See additional plans below.)

Part 6 – Holidays, Vacation and Other Leave

Religious Observance

Federal and state laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The School will provide 1 day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. Employees who require additional time off may use vacation and /or personal days. This leave must be requested through the department manager two weeks prior to the event.

Vacation for non-teaching full time employees:

Vacations are established on a calendar-year basis. Because the School believes it is in the best interest of both the School and our employees that employees take vacation time each year, the School does not grant pay in lieu of time off. Employees may carry over a maximum of five (5) days of vacation from one year to the next.

Full-time employees earn vacation time as follows:

1st year of employment	Ten (10) days
2nd through 5th year of employment	Twelve (12) days
6th through 15th year of employment	Fifteen (15) days
16th year of employment and following	Twenty (20) days

Eligibility

Full time employees begin accruing vacation when they first begin work for the School. Employees may use their vacation on a pro rata basis at any time after the first 90 days of employment. However, if an employee leaves the School, vacation will be calculated on a pro-rata basis for the time worked.

Procedure

Requests for vacation time should be submitted to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated within each team so that sufficient staff is available to provide adequate coverage at all times, and there may be School-wide or department-specific “blackout dates,” as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in vacation requests, your supervisor will consider the School’s staffing needs during the relative period, as well as the length of service with the School of the employees involved.

Holiday Pay

Full time non-teaching employees are entitled to the following paid holidays:

New Year’s Day
Thanksgiving Day
Christmas Day

Personal Leave

Personal Leave may be used for the following:

- Medical and dental appointments for yourself or family members;
- Your personal illness or that of a member of your family
- Personal business that cannot be tended to outside of work hours, e.g., a house closing.

You are not required to give any specific reason for using your personal/sick time. However when you should give your immediate supervisor as much advance notice as possible.

Notification Procedures

When you are absent from work if your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail, or a message with another staff member does not qualify as notifying your supervisor – you must personally speak with him or her.

When absence is due to illness, the School may require appropriate medical documentation. Excessive absenteeism or tardiness can result in discipline, including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. You are allowed one day of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives.

Military Service Leave

Employees serving in the reserve or National Guard may take unpaid military leave, as needed, to enable them to fulfill their obligations as reservists or Guard members. Employees may use accrued vacation or personal leave for this purpose.

Family and Medical Leave

The federal Family Medical Leave Act allows qualified employees to take up to 12 weeks per year of unpaid leave for the serious health condition of the employee or a family member or for childbirth or adoption. Minnesota law also provides similar leave. If you wish to use leave, you must notify your supervisor or the Human Resources Department as soon as possible. The Human Resources Department will guide you in completing appropriate forms for the leave. You may be required to use accrued paid leave with your FMLA leave.

Military Caregiver Leave

The federal Family Medical Leave Act allows an employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces with a serious illness or injury up to 26 weeks of unpaid leave within a twelve-month period to care for the injured or ill service member.

Generally, you must give the School at least 30 days notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA provides for up to 12 weeks of unpaid leave within a 12-month period when an employee's spouse, son, daughter, or parent is on active duty in the National Guard or Reserves or has been notified of a pending call to active duty in support of a "contingency operation." This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

Civic Duty Leave

Jury Duty

Employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The School will provide additional documentation to obtain such postponement.

During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The School will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days you serve as a juror. If additional time is required, it will be granted, but without pay.

Appearance as a Witness

Unless related to his or her employment, an employee subpoenaed to appear as a witness will be permitted time off to appear. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The School requests that employees schedule their voting for before or after their work shift. However, Minnesota law permits employees to be absent from work any time of day to vote, including time to travel to the polling place, cast a ballot and return to work. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary. Minnesota voting law specifies that employees will not be penalized or have wages deducted for time spent voting.

Part 7 – Miscellaneous

Leaving the School

If you wish to resign your employment with Phoenix Academy Inc., you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance.³ This notice should be in the form of a written note or letter.

Accrued but unused personal & sick time, is not paid upon termination. If, however, you have used personal time or vacation time in excess of the time actually accrued, this overpayment will be deducted from your final check(s).

The School asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the School. This provides an opportunity to return parking passes, keys and other property and tie up any loose ends. You will receive preliminary information at that time regarding COBRA coverage and any other continuation of benefits for which you may be eligible.

If you leave the School in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits and seniority.

Dispute Resolution

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or a parade of other things.

All employees of Phoenix Academy Inc. agree to first seek to mediate any dispute with the School with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes.⁴ If mediation is not successful, both the School and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between the School and the employee. Each party will be responsible for its own attorney or other related fees. Both the School and the employee acknowledge that by agreeing to arbitrate each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, the School retains the right to seek injunctive or other relief in the case of

misappropriation of trade secrets or other confidential information, or any other action by an employee, which might reasonably be expected to lead to irreparable harm to the School.