

Regular Meeting of the Board
Thursday, August 7, 2025 7:00 PM Central

Secondary Campus Room B103 Media Center
7729 161st Avenue Northwest
Ramsey, MN 55303

Jason Busch: Present
Danae Heckmann: Present
Ryan Heineman: Present
Nicole Kallod: Present
Chad Lucas: Present
Amanda Mackereth: Present
Ann Ostendorf: Present
Nathan Plack: Present
Nicole Rhoad: Present
Jason Tossey: Present

Present: 10.

Tossey and Mackereth attended via Zoom

1. Call To Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda
 - 3.a. Policy Updates
 - 3.b. Human Resource Services
 - 3.b.i. Staff and Salary Changes
 - 3.b.ii. Director of Student Services Contract
 - 3.c. BFC Minutes
 - 3.d. Board Minutes
 - 3.e. Enrollment Update
4. Reports from Organizations
 - 4.a. PACT Student Council Representative
5. Recognitions and Retirements
 - 5.a. PACT Employee of the Month
6. Teaching and Learning
 - 6.a. PACT Spotlight Presentation
 - 6.b. DAC Report
 - 6.c. e-Learning Plan
 - 6.d. Teaching and Learning Report
7. Administrative Reports and Recommendations
 - 7.a. Superintendent Report
 - 7.b. Human Resource and Operations Services
 - 7.b.i. Resolution allowing district match for employees to be either 403(b) or 457(b)
 - 7.b.ii. Staff Handbook
 - 7.b.iii. Maintenance Contract
 - 7.b.iv. Student Chromebook Bid Proposal

- 7.b.v. Community Education Fees
- 7.c. Elementary Principal Report
- 7.d. Secondary Principal Report
- 7.e. Communication and Community Engagement Report
- 8. Other Board Action
 - 8.a. Board Chair Report
 - 8.a.i. Superintendent Evaluation Summary
 - 8.b. Other Board Reports
- 9. Adjourn

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

[NOTE: The provisions of this policy substantially reflect statutory requirements. The revisions in this model policy incorporate legislative changes enacted throughout the 2024 Minnesota legislative session. School boards may have adopted some revisions in the spring, when the first set of laws were enacted.]

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the charter school shall inflict corporal punishment or use prone restraint upon a student.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).
3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of the charter school shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of the charter school shall not use prone restraint.
3. An employee or agent of the charter school shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when the following circumstance exists or the actor reasonably believes it to exist:

- a. when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.
2. Reasonable force may be used upon or toward the person of a child without the child's consent when the following circumstance exists or the actor reasonably believes it to exist:
 - a. when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff of a public school upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil. Nothing in Minnesota Statutes, section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.
 3. A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

[NOTE: These revisions reflect 2024 legislative changes and are reformatted to enhance readability.]

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and charter school policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 125A.0941 (Definitions)
 Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
 Minn. Stat. § 124E.03 (Applicable Law)
 Minn. Stat. § 609.06 (Authorized Use of Force)
 Minn. Stat. § 609.379 (Permitted Actions)
 Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
 Minn. Stat. § 645.241 (Punishment for Prohibited Acts)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 507.5 (School Resource Officers)

PACT Charter School

Original Creation Date: June 2025

Last Approved By: PACT Charter School Board of Directors

Last Approved Date:

Year Reviewed:

509 ADMISSION AND ENROLLMENT

I. PURPOSE

The purpose of this policy is to set forth admission and enrollment procedures that the charter school utilizes.

II. GENERAL STATEMENT OF PURPOSE

[NOTE: The charter school should insert a statement that reflects the school's mission and purpose as they relate to admission of students.]

III. ADMISSION LIMITATIONS

- A. The charter school, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), may limit admission to:
1. pupils within an age group or grade level;
 2. pupils who are eligible to participate in the graduation incentives program under Minnesota Statutes, section 124D.68; or
 3. residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.
- B. The charter school shall comply with the Minnesota Human Rights Act, which prohibits educational institutions from discriminating against students based on a protected class including race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation or disability.
- C. Charter schools must disseminate information about the school's offerings and enrollment procedures to families that reflect the diversity of Minnesota's population and targeted groups. Targeted groups include low-income families and communities, students of color, students at risk of academic failure, and students underrepresented in the school's student body relative to Minnesota's population. The school must document its dissemination activities in the school's annual report. The school's dissemination activities must be a component of the authorizer's performance review of the school.

[NOTE: The 2024 Minnesota legislature significantly revised Minnesota Statutes, section 124E.17; the update appears in Paragraph C. above.]

IV. ENROLLMENT

- A. The charter school, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.

[NOTE: The Minnesota Department of Education recommends that charter schools include their local lottery process in this policy. This step helps to ensure that the policy and the lottery process are consistent.]

- B. Admission to a charter school must be free to any eligible pupil who resides within the state. A charter school must give enrollment preference to a Minnesota resident pupil over pupils that do not reside in Minnesota. A charter school must require a pupil who does not reside in Minnesota to annually apply to enroll in accordance with Minnesota Statutes, section 124E.11, paragraphs (a) to (f).

- C. The charter school must give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. A staff member eligible for an enrollment preference for their child, including a foster child, must be an individual employed at the school whose employment is stipulated in advance to total at least 480 hours in a school calendar year.

[NOTE: The 2024 Minnesota legislature added the final sentence in Paragraph C.]

[NOTE: A charter school located in Duluth township in St. Louis County and admits students in kindergarten through grade 6 must give enrollment preference to students residing within a five-mile radius of the school and to the siblings of enrolled children.]

- D. A person may not be admitted to the charter school (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its website a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in paragraphs A and B.
- E. Except as permitted in paragraphs D and I, the charter school, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this section.
- F. The charter school or any agent of the school must not distribute any services or goods, payments, or other incentives of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

[NOTE: The 2024 Minnesota legislature amended Paragraph F.]

- G. Once a student who resides in Minnesota is enrolled in the school in kindergarten through grade 12, or in the school's free preschool or prekindergarten program under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), the student is considered enrolled in the school until the student formally withdraws, the school receives a request for the transfer of educational records from another school, the school receives a written election by the parent or legal guardian of the student withdrawing the student, or the student is expelled under the Pupil Fair Dismissal Act in Minnesota Statutes, sections 121A.40 to 121A.56.

[NOTE: The 2024 Minnesota legislature amended Paragraph G.]

- H. A charter school with at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf or hard-of-hearing may enroll prekindergarten pupils with a disability under Minnesota Statutes, section 126C.05, subdivision 1, paragraph (a), and must comply with the federal Individuals with Disabilities Education Act under 34 Code of Federal Regulations, section 300.324, subsection (2), clause (iv).
- I. A charter school serving at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf, deafblind, or hard-of-hearing may give enrollment preference to students who are eligible for special education services and have a primary disability of deaf, deafblind, or hard-of-hearing. The charter school may not limit admission based on the student's eligibility for additional special education services.

Legal References: Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124E.11 (Admission Requirements and Enrollment)

Minn. Stat. § 124E.17 (Charter School Information)
Minn. Stat. § 363A.13 (Educational Institution)

Cross References: None

PACT Charter School

Original Creation Date: June 2025

Last Approved By: PACT Charter School Board of Directors

Last Approved Date:

Year Reviewed:

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student,

parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term "bullying" specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.

H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

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

V. SCHOOL DISTRICT ACTION

A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
2. the complex dynamics affecting a perpetrator, target, and witnesses to prohibited Conduct;
3. research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in School;
4. the incidence and nature of cyberbullying; and
5. internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. engage all students in creating a safe and supportive school environment;
2. partner with parents and other community members to develop and implement prevention and intervention programs;
3. engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. teach students to advocate for themselves and others;
6. prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school Year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 124D.10 (Charter School)
Minn. Stat. § 124D.10 Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

PACT Charter School

Original Creation Date: November 15, 2014

Last Approved By: PACT Charter School Board of Directors

Last Approved Date: December 7, 2023

Year Reviewed: 2023-2024

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

[NOTE: Charter schools are required by statute to have a policy addressing these issues.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

The use of PACT Charter 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 PACT Charter 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 charter school policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of PACT Charter School system and Internet resources or accounts are considered unacceptable:
 - 1. Users will not use PACT Charter School system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

- c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use PACT Charter 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.
 3. Users will not use PACT Charter School system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use PACT Charter 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 PACT Charter School system software, hardware, or wiring or take any action to violate PACT Charter School's security system, and will not use PACT Charter School system in such a way as to disrupt the use of the system by other users.
 5. Users will not use PACT Charter 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.
 6. Users will not use PACT Charter 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.
 - a. This paragraph does not prohibit the posting of employee contact information on charter school webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by PACT Charter School as directory information and verification is made that PACT Charter School has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by PACT Charter School as

directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing PACT Charter School system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated charter school official. Users will not attempt to gain unauthorized access to PACT Charter School system or any other system through PACT Charter 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 PACT Charter School system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use PACT Charter 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.
 9. Users will not use PACT Charter School system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of PACT Charter School. Users will not use PACT Charter School system to offer or provide goods or services or for product advertisement. Users will not use PACT Charter School system to purchase goods or services for personal use without authorization from the appropriate charter school official.
 10. Users will not use PACT Charter School system to engage in bullying or cyberbullying in violation of PACT Charter School's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. PACT Charter School has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off charter school premises also may be in violation of this policy as well as other charter school policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If PACT Charter School receives a report of an unacceptable use originating from a non-school computer or resource, PACT Charter School may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to PACT Charter School

computer system and the Internet and discipline under other appropriate charter school policies, including suspension, expulsion, exclusion, or termination of employment.

- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate charter school official. In the case of a charter 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 charter school employee, the building administrator.

VI. FILTER

- A. With respect to any of its computers with Internet access, PACT Charter School will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Director of IT may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. PACT Charter School will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of PACT Charter School system, PACT Charter 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 PACT Charter School system.
- B. Routine maintenance and monitoring of PACT Charter School system may lead to a discovery that a user has violated this policy, another charter school policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or charter school policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with PACT Charter School's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. Charter school employees should be aware that PACT Charter School retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, charter school employees should be aware that data and other materials in files maintained on PACT Charter School system may be subject to review, disclosure, or discovery under Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act).
- F. PACT Charter 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 charter school policies conducted through PACT Charter School system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON CHARTER SCHOOL LIABILITY

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

XI. USER NOTIFICATION

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

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of PACT Charter School system and of the Internet if the student is accessing PACT Charter School system from home or a remote location.
- B. Parents will be notified that their students will be using charter school resources/accounts to access the Internet and that PACT Charter School will provide parents the option to request alternative activities not requiring Internet access. This

notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that PACT Charter School's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 1. contracts with PACT Charter School, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 2. creates, receives, or maintains educational data pursuant or incidental to a contract with PACT Charter School.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, PACT Charter School must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. PACT Charter School must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and PACT Charter School must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that PACT Charter School, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, PACT Charter School or a technology provider must not electronically access or monitor:
1. any location-tracking feature of a school-issued device;
 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. PACT Charter School or a technology provider may only engage in activities prohibited by paragraph B if:
1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by charter school employees, student teachers, staff contracted by PACT Charter School, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 2. the activity is permitted under a judicial warrant;
 3. PACT Charter School is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes, section 121A.031; or
 6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If PACT Charter School or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the Superintendent and school administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of

Charter School Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on Charter School Property by Nonschool Persons)

PACT Charter School

Original Creation Date: May 2006

Last Approved By: PACT Charter School Board of Directors

Last Approved Date: July 7, 2022

Year Reviewed: 2024-2025

526 HAZING PROHIBITION

[Note: Charter schools are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of PACT Charter School and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of PACT Charter School shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of PACT Charter School shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with PACT Charter School's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from charter school property and events and/or termination of services and/or contracts.

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. PACT Charter School will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of PACT Charter School who is found to have violated this policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into

committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of charter school policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or charter school property, or at school functions or activities, or on school transportation" means all charter school buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for charter school purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Charter school property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, PACT Charter School does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate charter school official designated by this policy. A person may report hazing anonymously. However, PACT Charter School may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. PACT Charter School encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from PACT Charter School office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult charter school personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a charter school human rights officer or to the Superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or PACT Charter School human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. Charter school personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. PACT Charter School will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with PACT Charter School's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. CHARTER SCHOOL ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, PACT Charter School shall undertake or authorize an investigation by charter school officials or a third party designated by PACT Charter School.
- B. The building report taker or other appropriate charter school officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, PACT Charter School will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation,

termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. Charter school action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable charter school policies and regulations.

- E. PACT Charter School is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of PACT Charter School. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, PACT Charter School shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

PACT Charter School will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of PACT Charter School who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. PACT Charter School will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

536 PERSONAL ELECTRONIC COMMUNICATION DEVICES

I. PURPOSE

The objective of this policy is to support PACT Charter School's focus on learning in alignment with the school's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

- A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.
- B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.
- C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.
- D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.
- E. "Personal Electronic Communication Device" means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.
- F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

- A. Personal Electronic Communication Device Use
 - 1. Students are prohibited from using personal electronic communication devices.

2. Elementary Schools (K-5)

- a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.
- b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.
- c. All personal electronic communication devices shall be kept in designated areas and turned off.

3. Middle School (6-8)

- a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.
- b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.
- c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times; however, such use is discouraged.

4. High Schools (9-12)

- a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.
- b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.
- c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times and lunch periods; however, such use is discouraged.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with charter school operations.
2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.
3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.
4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under charter school policy.
5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

V. EXCEPTIONS

- A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.
- B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.
- C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.
- D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If PACT Charter School implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

- E. A personal electronic communication device may be stored in student vehicles parked on charter school property provided that the device is not removed from the vehicle while on charter school property.
- F. Students who need to make a call may request permission to use a telephone in the building office.

VI. DISCIPLINE

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

1. 1st offense: The electronic device will be confiscated and brought to the office. The student can pick it up in the office after school.
2. 2nd offense: The electronic device will be confiscated and delivered to the office. The parent will be notified and can pick it up in the office after school.
3. 3rd offense: The electronic device will be confiscated and brought to the office. A parent/guardian will be notified, and the device will be returned after the student and parent meet with the Assistant Director of Education and/or the Dean of Students.

VII. CHARTER SCHOOL RESPONSIBILITY

- A. PACT Charter School is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.
- B. PACT Charter School board directs the Superintendent and charter school administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the Superintendent and charter school administration find appropriate. These rules shall be consistent with this policy and other applicable charter school policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.32 (Educational Data)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.73 (School Cell Phone Policy)
 Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
 29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)
 Away for the Day (www.awayfortheday.org)
 MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

537 - Behavioral Expectations & Code of Conduct Policy

PURPOSE

This policy outlines the responsibilities of students, staff, and the community to create an atmosphere conducive to high student achievement. The Behavior Expectations and Code of Conduct policy ensure students are taught the school's expectations for student conduct, and PACT Charter School staff recognize their obligation to teach students appropriate school behaviors to minimize out-of-class time and disruptions to teaching and learning.

POLICY STATEMENT

PACT Charter School is committed to teaching all students appropriate school behaviors and to create a safe and productive learning environment for students. PACT Charter School is also committed to assuring that the consequences for student behavior that violates this policy are appropriate and proportional based upon the circumstances, and the policy is fairly enforced.

PACT Charter School shall establish procedures that identify behaviors and/or activities expected from students and identify behaviors and/or activities that could subject students to disciplinary consequences.

This Behavior Expectations and Code of Conduct policy applies to all school buildings; school grounds; school property; school-sponsored activities or trips; school vehicles; school contracted vehicles; vehicles approved for school purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or school's operations or the safety or welfare of the student, other students, or staff.

CODE OF CONDUCT

1. RESPONSIBILITY

1. PACT Charter School is responsible for ensuring that behavior and discipline matters are handled in conformance with this policy. All teachers and other school personnel are responsible for teaching and reinforcing appropriate school behaviors.
2. PACT Charter School employees may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another. Restraint of students must not be used except when the threat of harm to the student or others is imminent.
3. Parents and guardians are expected to cooperate with school authorities and to address the behavior of their student. All students shall be held individually responsible for their behavior and knowing and following this policy, including the Code of Conduct for students.

2. STUDENT RESPONSIBILITIES

The following list of student responsibilities is not exhaustive. All students have the responsibility to:

1. Be on time and attend every class every day, unless excused.
2. Arrange to make up work when absent from school.
3. Attain satisfactory academic achievement consistent with an individual's ability and complete all homework and other assignments.
4. Assume personal responsibility for acting with respect and common courtesy.
5. Exhibit honest behavior as it applies to tests, assignments, and other school work.
6. Be respectful in communications with peers and those in authority.
7. Accept disciplinary consequences with dignity and commit to improving one's performance and conduct.
8. Comply with all school building and school policies, rules, and behavior expectations, and state and federal law, including, but not limited to, refraining from all types of harassment and bullying. The PACT Bullying Policy is incorporated here and can be found at 508 - Bullying Policy.
9. Comply with school rules governing the proper use of electronic devices.
10. Understand and comply with school rules regarding appropriate conduct on the bus and extracurricular or other school-related activities.
11. Respect school property and not damage it.
12. Refrain from using non-prescription drugs at school and school-related activities unless in accordance with school policy and procedural requirements, including written authorization provided by the parent/guardian to the school.
13. Refrain from using and/or possessing alcohol, tobacco, controlled substances, and other dangerous or illegal substances at school, on school property or school buses, and at extracurricular or other school-related activities.
14. Refrain from bringing or possessing weapons at school.

- **CONSEQUENCES FOR INAPPROPRIATE SCHOOL BEHAVIOR**

1. **Disciplinary Action.** All responses to a student's inappropriate school behavior shall include elements of teaching or re-teaching appropriate school behavior and restoration of relationships affected by the student behavior. Disciplinary action may be taken for any student conduct that interferes with the operations of the school or the welfare of the student or others.
2. **Disciplinary Action Options.** Alternatives to removal from class or dismissal shall be used whenever possible unless the student's behavior places the student or others in danger, or a removal/dismissal/suspension is required by other law, policy, or procedure. Any discipline for a violation of the student Behavior Expectations will be based on all available facts and circumstances of the breach and is solely within the school's discretion. Any violation of a school rule will result in disciplinary action. Disciplinary action may range from a simple verbal warning, parent contact, removal from class, administrative dismissal, suspension, detention, or other appropriate disciplinary action up to and including expulsion or exclusion, depending on the nature of the infraction. See Policy 507 - Behavioral Expectations and Code of Conduct Procedure guidelines for out-of-school discipline that will be used to guide the consequence for inappropriate behavior generally.

PUPIL FAIR DISMISSAL & REMOVAL FROM CLASS POLICY

1. **Purpose.** To maximize learning and create a positive classroom environment for all students, a student may need to be removed from class for a period of time to redirect learning. Therefore, PACT Charter School may remove a student from class, including a student with a disability, in compliance with the Minnesota Pupil Fair Dismissal Act.

2. **Policy Statement.** PACT Charter School's policy fully complies with Minnesota law and the Minnesota Pupil Fair Dismissal Act.
3. **Definitions:**
 1. "Removal from class" and "removal" mean any actions taken by a teacher, School Administrator, or authorized school employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.
 2. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.
 3. "Suspension" means an action by the school administration, under rules promulgated by the PACT Charter School Board of Directors, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the Superintendent of Schools with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, except for a student with a disability. Suspension for a student with a disability includes any portion of a school day, regardless of the removal length.
 4. "Expulsion" means an action of the PACT Charter School Board of Directors to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the PACT Charter School Board of Directors.
 5. "Exclusion" means an action taken by the PACT Charter School Board of Directors to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the PACT Charter School Board of Directors.
4. **Removal of Student from Class.** Teachers are responsible for modifying disruptive student behavior by conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this policy.
5. **Dismissal of Student from Class.** The school shall not deny due process or equal protection of the law to any student involved in a dismissal preceding that may result in suspension, exclusion, or expulsion.
 1. The school shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to themselves or surrounding persons or property.
 2. Any removal of a student from school for one day or less may be considered an administrative dismissal. Administrative dismissal prohibits a student from being in school, on school grounds, or at a school-sponsored event for the day. A parent conference may be required before the student is readmitted to school.
 3. The school shall report any suspension, expulsion, or exclusion action taken to the appropriate public service agency when the student is under the supervision of such agency.
6. **Meeting with Parents.** If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the pupil. The district is not required to pay for mental health screening. The

purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the pupil assessed or diagnosed to determine whether the pupil needs treatment for a mental health disorder.

7. **Suspension.** All suspension proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56, school policy, and school procedures.
8. **Expulsion and Exclusion.** All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
9. **Student with a Disability.** School personnel may suspend a child with a disability for a maximum of ten school days for one incident as long as non-disabled students would be similarly disciplined. A student with a disability may not be suspended in a fashion that changes that student's special education program as defined by federal law. Students who are currently identified as disabled under the Individuals with Disabilities Education Act (IDEA) or Section 504 will be subject to this policy unless the student's IEP or 504 Plan specifies a necessary modification.

STUDENT DISCIPLINE RECORDS

It is the policy of PACT Charter School that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

DISTRIBUTION OF POLICY

The Superintendent of Schools shall ensure that this policy is distributed to students and parents at the beginning of each school year and upon enrollment of a new student. This policy will also be available in the Superintendent of Schools' office upon request.

REVIEW OF POLICY

The Superintendent of Schools and representatives of parents, students, and staff shall confer annually to review this discipline policy, determine if the policy is accomplishing its purposes, and assess whether the discipline policy has been enforced. Any recommended changes must be submitted to the Superintendent of Schools for consideration by the PACT Charter School Board of Directors. The PACT Charter School Board of Directors will conduct an annual review of this policy.

Legal References:

Minn. Stat. §13 (Government Data Practices)

Minn. Stat. §121A.0311 (Safe and Supportive Schools Act)

Minn. Stat. §§121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. §124E (Minnesota Charter School Law)

Minn. Stat. §121A.575 (Alternatives to Pupil Suspension)

Minn. Stat. §§121A.60-121A.61 (Removal of Students from Class)

Minn. Stat. §124D.03 (Enrollment Options Program)

Minn. Stat. §124D.08 (Enrollment in Nonresident District)

Minn. Stat. Ch. 260A.03 (Truancy)

PACT Charter School

Original Creation Date: April 10, 1996

Last Approved By: PACT Charter School Board of Directors

Last Approved Date: May 2, 2024

Year Reviewed: 2023-2024

Agenda Date	Last Name/Agency	First Name	Position	Current Pay Rate	New Pay Rate	Fiscal Year	Effective Date of change	Payroll Effective Date
8/7/2025	LePage	Jessica	Resignation - District Administrative Assistant	\$ 20.40		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	LePage	Jessica	EC Administrative Assistant		\$ 20.40	2025-2026 School Year	8/7/2025	8/25/2025
8/7/2025	Foltz	Kristyn (Kris)	District Administrative Assistant		\$ 50,000.00	2025-2026 School Year	8/11/2025	8/25/2025
8/7/2025	Spuller	Shelby	Resignation - Interventionist	\$ 45,913.00		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Spuller	Shelby	Resignation - JV Volleyball Coach	\$220/wk		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Spuller	Shelby	JV Volleyball Coach		\$220/wk	2025-2026 School Year	8/15/2025	8/25/2025
8/7/2025	Hansen	Colleen	Resignation - InHouse Building Sub	\$ 28.58		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Olson	Beth	Resignation - Secondary Art Teacher	\$ 57,288.00		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Schlossin	Lily	HR Generalist		\$ 80,000.00	2025-2026 School Year	8/4/2025	8/25/2025
8/7/2025	Henry	Trey	Technology Coordinator		\$ 45,000.00	2025-2026 School Year	7/14/2025	7/25/2025
8/7/2025	Janasz	Ella	Elementary SpEd Teacher		\$ 40,913.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Jankowski	JoAnne	Resignation SpEd Para	\$ 30.46		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Jankowski	JoAnne	Elementary Specialist/Interventionist		\$ 55,870.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Singer	Nancy	Language Arts Teacher		\$ 74,834.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Sievert	William "Noah"	SC SpEd Teacher		\$ 46,075.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Buerke	Annalisa	Language Arts Teacher		\$ 74,834.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Jakubiec	Jena	Resignation - 1st Grade Teacher	\$ 42,566.00		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Schultz	Kimberly	Nurse Substitute		\$ 25.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Myles	Marquise	Resignation - SC Graphic Arts Teacher	\$ 45,111.00		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Myles	Marquise	Resignation - Yearbook Advisor	\$ -		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Burdick-Levang	Kenzie	SC Graphic Arts Teacher		\$ 40,913.00	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Burdick-Levang	Kenzie	Yearbook Advisor		\$ -	2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Churchill	Sharon	Resignation: MS Volleyball Coach	\$192.50/wk		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Bancroft	Jeff	Resignation: SC Gym Teacher	\$ 44,285.00		2025-2026 School Year	8/14/2025	8/25/2025
8/7/2025	Peloquin	Sara	HS Science Teacher*		\$ 74,834.00	2025-2026 School Year	8/14/2025	8/25/2025

*\$5,000 Bonus

School Board Approval:

Date:

PACT CHARTER SCHOOL

Director of Special Services EMPLOYMENT AGREEMENT

This AGREEMENT is entered into by and between PACT Charter School, a Minnesota nonprofit corporation (hereinafter the “Charter School”) and AnnaRae Klopfer (hereinafter “Director of Special Services”).

RECITALS:

WHEREAS the Charter School is a charter school duly formed, organized, and operated in accordance with applicable Minnesota laws; and

WHEREAS Section 124E.12, subd. 1 of the Minnesota Statutes expressly authorizes the Charter School to employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching; and

WHEREAS, the Charter School’s Board of Directors (hereinafter the “Board”) has determined that it is necessary and appropriate to employ a duly qualified and experienced individual to act as the Charter School’s Director of Special Services; and

WHEREAS, Director of Special Services has represented to the Board that they are duly qualified, experienced, and licensed as a school administrator and that they desire to assume and undertake the responsibilities of Director of Special Services of the Charter School, subject to the terms and conditions set forth below; and

WHEREAS the parties hereto desire to enter into an employment agreement establishing and confirming the terms and conditions of the Director of Special Services’s employment with the Charter School.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** This Agreement shall commence on July 1, 2025, unless earlier terminated pursuant to Sections 16 or 18, below. Absent earlier termination, the Director of Special Services’s employment shall end effective at the close of business on June 30, 2026. This Agreement shall automatically renew on an annual basis upon the completion of this contract unless either party provides notice of non-renewal.

2. **Employment as Director of Special Services.** Subject to other provisions of this Agreement, the Charter School hereby employs the Director of Special Services as an at-will employee in the position of “Director of Special Services” for the Charter School, and the Director of Special Services hereby accepts such employment, subject to the terms and conditions of this Agreement.

3. **Duties.** The position of Director of Special Services is a full-time position. Their duty year shall be twelve (12) months. A regular workday will be eight (8) hours in length, but the Director of Special Services is expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of the job. The position described herein is “exempt” under the Fair Labor Standards Act and as such, additional hours worked beyond a forty-hour work week shall not constitute overtime. Beyond the basic duty day, the Director of Special Services is expected and may be required to attend and participate in meetings and school-sponsored events, such as curriculum nights, informational meetings, student and parent conferences, meetings called by the Board, committee meetings, and other similar events. Regular attendance is an essential function of the job. At meetings of the Board, the Director of Special Services shall report to the Superintendent of Schools. The Director of Special Services shall also perform the job duties and meet the professional expectations established in the Charter School’s job description for the position of “Director of Special Services.” At all times while performing this Agreement, the Director of Special Services shall comply with all applicable federal and state laws, rules, and regulations. The Superintendent of Schools may modify the “Director of Special Services” position description from time-to-time as it sees fit. The Superintendent of Schools shall oversee, direct, and evaluate the Director of Special Services’s performance as the Board sees fit.

4. **Compensation.** During the term of this Agreement, and in consideration for faithfully performing the duties of the Director of Special Services for the Charter School, the Director of Special Services shall receive a gross salary of One Hundred Seven Thousand Four Hundred and 00/100 Dollars (\$107,400) (the “Annual Salary”) for the period from July 1, 2025, to June 30, 2026. In accordance with its regular payroll schedule, the Charter School will pay the Annual Salary in twenty-four equal installments (i.e. twice a month), less applicable withholdings and deductions. In the event the Agreement is terminated during the middle of a pay period, the salary paid to the Director of Special Services shall be prorated and decreased to reflect the number of days worked. This amount shall be prorated for year one based on an agreed upon start date.

5. **Licensure.** The Director of Special Services warrants and represents that they hold a valid special education director’s license, issued by the State of Minnesota, to perform special education administrative, supervisory, and leadership duties required for the position of Director of Special Services. The Director of Special Services will always maintain the director of special education license during the term of this Agreement. The Director of Special Services acknowledges and agrees that a failure to maintain the school administrator’s license may result in administrative and/or disciplinary action by the Charter School, up to and including termination of employment. An amount may be allocated annually by the Board to reimburse the Director of Special Services for the documented costs of continuing education course work and related fees incurred by the Director of Special Services to maintain the school administrator’s license.

6. **Insurance.** The Director of Special Services will be eligible to enroll in the Charter School’s group health insurance plan, dental plan, life insurance plan and long term disability plan. The details of the benefit plans, applicable premiums and eligibility

for coverage are fully outlined in applicable Charter School benefits policies. To receive any insurance benefits described in Charter School benefits policies, the Director of Special Services must pay their percentage of applicable premiums for the applicable coverages, and they must timely enroll in and qualify for the insurance plans selected by the Charter School. The Director of Special Services is solely responsible for the cost of any premiums for insurance more than the Board's contribution for such coverage(s). The description of insurance benefits is intended to be informational only. The Director of Special Services agrees that no action may be brought against the Charter School for any claim that is not covered or paid by insurance. The Charter School is not insuring or guaranteeing that any claim will be paid or covered by insurance. The eligibility and coverage of the Director of Special Services and dependents will be governed entirely by the terms of the applicable insurance policy. The Charter School's contribution will be made to provide coverage through the month in which this Agreement terminates. If the parties hereto agree to extend this Agreement pursuant to Section 17, below, the Charter School's contribution will be made to provide coverage through the month in which the extended Agreement terminates. During the Term of this Agreement, the Charter School shall pay the same contribution premium as defined for teachers for family coverage under the Charter School's group health insurance plan, provided the Director of Special Services is qualified for and enrolled in the group health insurance plan.

7. 403(b)/457(b) Retirement Plan. During the term of this Agreement, the Director of Special Services will be eligible to contribute to a 403(b) or 457(b) retirement account established by the Charter School. The Charter School shall contribute up to one (1) percent of gross salary each contract year as a match to the Director of Special Services's contribution of an equal amount to a 403(b) or 457(b) plan. The Director of Special Services reserves the right to contribute less than the maximum specified above and acknowledges the Charter School's contribution will be equal to the Director of Special Services's contribution. The Charter School's obligation to make any contribution to the 403(b) or 457(b) plan shall cease immediately in the event that the Director of Special Services resigns, or their employment is terminated for any reason.

8. TRA Contributions. While this Agreement is in effect, the Director of Special Services will be a member of the Minnesota Teacher Retirement Account ("TRA") system. The Charter School and the Director of Special Services will each contribute at least the minimum amounts required by TRA. The Charter School's obligation to make any contribution to TRA will cease immediately in the event that the Director of Special Services resigns, or their employment is terminated for any reason. The Charter School is hereby authorized to make payroll deductions for paying the Director of Special Services's TRA contributions.

9. Holidays; Floating Holidays; Paid Time Off; FMLA Considerations. The Director of Special Services will not be expected to work on the following days:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth

- Independence Day
- Labor Day
- Thanksgiving
- The day after Thanksgiving
- Christmas Eve
- Christmas Day

The Board, in its discretion, may make changes in paid holidays for all Charter School staff and therefore the above referenced dates are subject to annual adjustments as approved by the Board. In addition, the Director of Special Services may take up to forty-five (45) working days of paid time off (“PTO”), vested in advance, during the term of this Agreement. Such PTO shall be used for vacation, sick leave and all other non-working absences while employed by the Charter School. The Director of Special Services is expected to work on non-student contact days or use PTO. The Director of Special Services may carry over a maximum of twelve (12) days per school year. The Director of Special Services shall provide the Superintendent at least two (2) weeks advance written notice of any requested use of more than four (4) consecutive days of PTO and shall obtain prior written approval from the Superintendent. Pursuant to the Family Medical Leave Act (FMLA), if the Director of Special Services takes a leave of absence for a serious health condition, the Director of Special Services’s accumulated PTO will be applied beginning at the time the FMLA leave commences. At the end of the contract year up to ten (10) days of unused PTO can be paid out at the daily rate of pay. Any absences due to illness that are in excess of the Director of Special Services’s accumulated PTO days will be without pay.

10. ***Mileage Reimbursement.*** The Charter School shall reimburse the Director of Special Services for business use of the Director of Special Services’s privately owned automobile at the current IRS mileage reimbursement rate. The obligation to reimburse mileage shall not extend to commutes from the Director of Special Services’s home to the Director of Special Services’s regular place of work.

11. ***Conferences and Meetings.*** The Charter School shall pay all legally valid expenses and fees for the Director of Special Services’s attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Board. The Director of Special Services shall promptly advise the Superintendent in advance of all meetings and conferences that the Director of Special Services will be attending that are estimated to cost the Charter School in excess of \$1000.00. The Director of Special Services shall file itemized expense statements to be processed and approved.

12. ***Dues for Professional Organizations.*** The Charter School shall pay such dues for the Director of Special Services’s membership in organizations in which the Charter School requires the Director of Special Services to be a member, upon prior approval of the Superintendent.

13. ***Technology Stipend.*** As additional compensation, the Charter School shall pay the Director of Special Services a technology stipend of \$1000 per contract year (the

“Technology Stipend”). The Charter School will pay the Technology Stipend in accordance with its regular payroll schedule (currently twenty-four equal installments or twice a month), less applicable withholdings and deductions.

14. ***Bereavement Leave; Other Leave.*** In addition to the PTO described above, up to five (5) days of paid leave will be allowed during the term of this Agreement for any deaths in the Director of Special Services’s immediate family. For the purposes of this Agreement, immediate family is defined as a spouse, child, parent, brother, sister, grandchild, grandparent, or in-laws. Upon termination of this Agreement, the Director of Special Services shall have no right to be paid for unused days of bereavement leave. Other types of leave, such as leave for jury duty, shall be provided in accord with Charter School policies and procedures.

15. ***Covenant of Diligence, Good Faith, and Loyalty.*** The Director of Special Services agrees to perform their job duties diligently, in good faith, to the best of their ability with loyalty to the Board and to the Charter School. The Director of Special Services may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the Charter School, nor may the Director of Special Services engage or participate in any action or conduct that is inconsistent with the Board’s policies or actions, their duties as the Director of Special Services, the basic educational mission of the Charter School, or the desired image of the Charter School. The Director of Special Services must fully comply with all applicable federal and state laws, rules and regulations and with all policies and rules of the Charter School. The Director of Special Services must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the Charter School. During the term of this Agreement, the Director of Special Services must not enter into another employment contract or an independent contract with another entity, or write a grant for another entity, without the prior written approval of the Board Chair. The Director of Special Services must not and agrees to refrain from using any Charter School time, property or resources or allowing Charter School employees to use Charter School time, property, or resources: (a) for purposes of serving on the board of an educational entity or school; or (b) to promote, market or assist the founding and opening of an educational entity or school.

16. ***Employment Status and Termination.*** The Director of Special Services is an at-will employee regardless of any statements, representations, procedures, or policies that may be made or promulgated by the Charter School or its agents or representatives. Accordingly, the Charter School may terminate this Agreement and the Director of Special Services’s employment for cause.

17. ***Resignation.*** The Director of Special Services may terminate this Agreement and their employment with the Charter School by providing the Superintendent with written notice of their resignation no less than sixty (60) calendar days in advance of the effective date of the resignation. In the event that such notice is given, the Director of Special Services must continue to perform their job duties diligently, in good faith, and to the best of their ability until the effective date of the resignation. The Director of Special Services must also act in good faith to facilitate the transfer of job duties to a new

executive director. In the event that the Director of Special Services resigns and provides less than sixty (60) days advance written notice to the Charter School, they will be liable to the Charter School for liquidated damages in the amount of Two Thousand Five Hundred Dollars (\$2,500). With the Director of Special Services's written authorization, the Charter School may deduct this sum from the Director of Special Services's final paycheck. If the Director of Special Services does not give the Charter School authorization to deduct this amount from their paycheck or in the event that their final paycheck is less than Two Thousand Five Hundred Dollars (\$2,500), the Director of Special Services will be liable to the Charter School for the \$2,500 or the balance of that sum plus any costs, expenses, and attorney fees incurred by the Charter School in recovering or collecting the outstanding sum. After the effective date of any resignation, the Director of Special Services is not entitled to receive any form of unearned salary, severance, payment of any insurance premium, or any other employer-paid benefit.

18. **Notice of Personnel Policies.** By signing below, the Director of Special Services acknowledges and confirms that the Charter School has provided him adequate notice of the Charter School's personnel policies, which are posted on the Charter School's website.

19. **Entire Agreement/Modifications/Applicable Law.** This Agreement (including any job description for the position of "Director of Special Services" as modified from time-to-time), contains all the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations, or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

21. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below. This Agreement shall not become effective unless and until it is approved by the Board and signed by both parties.

PACT CHARTER SCHOOL

Dated: _____, 2025 By: _____
AnnaRae Klopfer

Dated: _____, 2025 By: _____
Nathan A. Flansburg, Ed.D.
Superintendent



Facilitated by: Jason Tossey, Vice Chair

Submitted by: Christine Erntson, Director of Communication and Community Engagement

ATTENDANCE

Name	Position	Arrival	Departure
Board of Directors			
Ryan Heineman	Director Chair Parent	absent	
Jason Tossey	Director Vice Chair Secondary Teacher	4:30 p.m.	8:00 p.m.
Nathan Plack	Director Treasurer Parent	4:30 p.m.	8:00 p.m.
Ann Ostendorf	Director Secretary Elementary Teacher	4:30 p.m.	8:00 p.m.
Jason Busch	Director Parent	4:30 p.m.	8:00 p.m.
Chad Lucas	Director Parent	4:30 p.m.	8:00 p.m.
Nicole Rhoad	Director Community Member	4:30 p.m.	8:00 p.m.
Amanda Mackereth	Director Secondary Teacher mail.	4:30 p.m.	8:00 p.m.
Danaé Trauth	Director Elementary Teacher	4:30 p.m.	8:00 p.m.
Nicole Kallod	Director, Elementary Teacher	4:30 p.m.	8:00 p.m.
Nathan Flansburg	Ex-Officio Superintendent of Schools	4:30 p.m.	8:00 p.m.
Superintendent's Cabinet			
Christine Erntson	Director of Communication and Community Engagement	4:30 p.m.	8:00 p.m.
Lara Bronson	Elementary Principal	4:30 p.m.	8:00 p.m.
Shawn Lohse	Secondary Principal	4:30 p.m.	8:00 p.m.
Tracy Peters	Chief Operations Officer	4:30 p.m.	8:00 p.m.

Chue Yang	Director of IT	4:30 p.m.	8:00 p.m.
AnnaRae Klopfer	Director of Special Education	4:30 p.m.	8:00 p.m.
Teresa Widen	Executive Director of Teaching and Learning and Literacy Lead	4:30 p.m.	8:00 p.m.

PACT SCHOOL BOARD OF DIRECTORS MEETING MINUTES

Working Session

July 1, 2025 | 4:30 p.m.

1. Call to Order

Mr. Tossey called the meeting of the PACT School Board to order at 4:37 p.m. Ms. Trauth, Mr. Plack, and Ms. Kallod took the Oath of Office.

2. Superintendent's Reports

- a. Policy Updates
 - i. 507 - [Corporal Punishment and Prone Restraint \(new\)](#)
 - ii. 508 - [Bullying \(change to 514\)](#)
 - iii. 509 - [Admissions and Enrollment](#)
 - iv. 524 - [Acceptable Use](#)
 - v. 525 - [Electronic Devices \(change to 536\)](#)
 - vi. 526 - [Hazing](#)
 - vii. 507 - [Behavioral Expectations and Code of Conduct \(recommend changing number to 537\)](#)
- b. Boardbook Onboarding - Ms. LePage (sent via email virtually)
- c. Website and ParentSquare Demonstration - Ms. Erntson

3. Curriculum and Instruction Reports

- a. Welcome: Ms. Widen, Executive Director of Teaching and Learning and Literacy Lead

4. Human Resource & Operations Services Reports

- a. HVAC - discussion regarding bids and service plans for the new year.

5. Budget, Finance, and Operations Reports

- a. May Financials

- i. [Financial Report - May 2025](#)
 - ii. [Supplemental Report - Deposits - May 2025](#)
 - iii. [Supplemental Report - Check Register - May 2025](#)
- b. Salary Schedule - Ms. Peterson and Dr. Flansburg discussed improving the current pay structure to consider a mid-year salary increase for staff. The proposal also aims to recognize and reward employees who pursue further education through certifications, master's degrees, and to create a pay lane for those who earn a doctorate. The administration has begun developing a new pay structure with a potential market-rate adjustment.
- c. BFC Update - The committee opened the food vendor bids, and our current vendor, Premier Kitchen, was the lowest bid. MDE requires schools to go with the lowest bid, so PACT will remain with Premier for the 2025-2026 school year.

6. School Board

- a. Student Contact Days - discussion
 - i. [Policy 621 - 4 day week](#) - Dr. Flansburg advised the board to pause expanding student contact days until we review our secondary schedule and assess the financial impact. This coming year, the new 6-period day will increase core class time by 16% and may be enough to address concerns.

7. **Adjourn** - The meeting was adjourned at 6:59 p.m.

PACT SCHOOL BOARD OF DIRECTORS MEETING MINUTES

Regular Session

July 1, 2025 | 7:00 p.m.

1. Call To Order / Pledge of Allegiance

2. Approval of Agenda and Consent Agenda Items

- a. Agenda - July 1, 2025 (Action)
- b. Consent Agenda Items: (Action)
 - i. Policy UpdatesPolicy Updates

1. 401 - [Equal Employment Opportunity](#)
2. 402 - [Disability Nondiscrimination Policy](#)
3. 403 - [Discipline, Suspension, and Dismissal of Charter School Employees](#)
4. 404 - [Employment Background Checks](#)
5. 405 - [Veteran's Preference](#)
6. 406 - [Public and Personnel Data](#)
7. 407 - [Employee Right to Know - Exposure to Hazardous Substances](#)
8. 408 - [Subpoena of a Charter School Employee](#)
9. 409 - [Employee Publications, Instructional Materials, Inventions, and Creations](#)
10. 410 - [Family and Medical Leave Policy](#)
11. 411 - [Group Health Insurance Coverage](#)
12. 412 - [Expense Reimbursement](#)
13. 414 - [Mandated Reporting of Child Neglect or Physical or Sexual Abuse](#)
(new)
14. 415 - [Mandated Reporting of Maltreatment of Vulnerable Adults](#)
15. 416 - [Drug, Alcohol, and Cannabis Testing](#)
16. 417 - [Chemical Use and Abuse](#)
17. 432 - [Employee Telework Policy \(number change only\)](#)
18. 433 - [Non-certified Staff Assignment and Pay Structure \(number change only\)](#)
19. 434 - [Employee Ethics and Conflicts of Interest \(number change only\)](#)
20. 510 - [Contacting Outside Authorities Policy](#) (sunsetting)

Agenda items added: Activities Fees for FY26 and TRIA Contract.

Ms. Ostendorf motioned to approve the Board agenda of July 1, 2025. Ms. Mackereth seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

Ms. Ostendorf motioned to approve the Consent Agenda of July 1, 2025, which included 401 - Equal Employment Opportunity, 402 - Disability Nondiscrimination Policy, 403 - Discipline, Suspension, and Dismissal of Charter School Employees, 404 - Employment Background Checks, 405 - Veterans' Preference, 406 - Public and Personnel Data, 407 - Employee Right to Know - Exposure to Hazardous Substances, 408 - Subpoena of a Charter School Employee, 409 - Employee Publications, Instructional Materials, Inventions, and Creations, 410 - Family and Medical Leave Policy, 411 - Group Health Insurance Coverage, 412 - Expense Reimbursement, 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse (new), 415 - Mandated Reporting of Maltreatment of Vulnerable Adults, 416 - Drug, Alcohol, and Cannabis Testing, 417 - Chemical Use and Abuse, 432 - Employee Telework Policy (number change only), 433 - Non-certified Staff Assignment and Pay Structure (number change only), 434 - Employee Ethics and Conflicts of Interest (number change only), and 510 - Contacting Outside Authorities Policy (sunsetting). Mr. Busch seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

ii. Human Resource Services

1. HVAC Contract Approval - action

a. Corporate Mechanical

i. [Elementary Campus Proposal](#)

ii. [Secondary Campus Proposal](#)

2. [Staff and Salary Changes](#)

iii. May Financials

1. [Financial Report - May 2025](#)

2. [Supplemental Report - Deposits - May 2025](#)

3. [Supplemental Report - Check Register - May 2025](#)

3. Board Leadership Assignments -

Mr. Tossey motioned to elect Mr. Heineman as board chair, Ms. Ostendorf as board vice chair, and Ms. Mackereth as board secretary. Mr. Lucas seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

4. Reports From Organizations

- a. PACT Student Council Representative - No updates for June, July and August

5. Recognitions and Retirements

- a. PACT Employee of the Month - [Debra Whitby, Business Account Specialist](#)
- b. Years of Service Proclamation - [Debra Whitby](#)

6. Curriculum and Instruction

- a. PACT Spotlight Presentation
 - i. No Spotlight Presentations for the months of June, July and August

7. Administrative Reports And Recommendations

- a. Superintendent Report

- i. [MSHSL Resolution](#)

Ms. Rhoads motioned to approve the MSHSL Resolution, as presented. Mr. Busch seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

- ii. Volunteer Hours for FY25 = 9696 total hours

- b. Human Resource and Operations Services

- i. Activities and Community Education positions have been filled. The Human Resources position is still open, as well as many Secondary education positions.
 - ii. TRIA Orthopedics contract renewal for three years, with no increase in service costs.

Mr. Busch motioned to approve the TRIA Orthopedics contract, as presented, for three years with an option to continue. Ms. Mackereth seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

- iii. Activity fees for FY26 proposed increase.

Ms. Ostendorf motioned to approve the activity fees for FY26, as presented. Ms. Mackereth seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

- c. [Elementary Principal Report](#)
- d. [Secondary Principal Report](#)
- e. [Communication and Community Engagement Report](#)

8. Other Board Action

- a. Board Chair Report
 - i. Summary of Superintendent Evaluation: Mr. Heinneman will bring a statement next month.
- b. Other Board reports

9. Adjourn - The meeting was adjourned at 8:00 p.m.

Mr. Busch motioned to adjourn the school board of directors meeting at 8:00 p.m. Ms. Mackereth seconded the motion. Roll call vote: Ms. Ostendorf, Mr. Plack, Ms. Rhoads, Mr. Lucas, Mr. Busch, Ms. Trauth, Ms. Mackareth, Ms. Kallod, Mr. Tossey, all voted in favor. Motion carried unanimously.

Meeting Attendees	Conflict of Interest	Jan 01.09.25	Feb 02.06.25	Mar 03.06.25	Apr 04.03.25	May 05.01.25	June 06.12.25	July 07.1.25
BOARD MEMBERS								
Ryan Heineman Chair, Parent		P	P	P	P	P	P	A
Ann Ostendorf Vice Chair, Teacher		P	P	P	P	P	P	P
Amanda Mackereth Secretary, Secondary Teacher							P	P
Nathan Plack Treasurer, Parent								P
Jason Busch Director, Parent		P	P	P	P	P	P	P
Nicole Kallod Director, Elementary Teacher								P
Chad Lucas Director, Parent		P	P	P	A	P	P	P
Nicole Rhoad Community Member		P	P	P	P	P	P	P
Jason Tossey Director, Secondary Teacher		P	P	P	P	P	P	P

Danae Trauth Director, Elementary Teacher								P
Dr. Nathan Flansburg Ex-Officio, Superintendent of Schools		P	P	P	P	P	P	P
SUPERINTENDENT CABINET MEMBERS								
Lara Bronson Elementary Principal	-	P	P	P	P	P	P	P
Shawn Lohse Secondary Principal	-	P	P	P	P	P	P	P
Christine Erntson Director of Communication and Community Engagement	-	A	P	P	P	P	P	P
Chue Yang Director of IT	-	P	P	P	P	P	A	P
Tracy Peters Executive Director of Human Resources and Operations	-	P	A	P	A	P	P	P
AnnaRae Klopfer Director of Special Education	-	P	P	P	P	P	A	A
Teresa Widen Executive Director of Teaching and Learning and Literacy Lead	-							P



Grade Level	Enrolled	Total Seats	Grade Level Waitlist
Kindergarten (K)	110	110	127
First Grade (1)	115	115	74
Second Grade (2)	115	115	84
Third Grade (3)	116	116	61
Fourth Grade (4)	116	116	96
Fifth Grade (5)	116	116	75
Sixth Grade (6)	120	120	102
Seventh Grade (7)	122	122	65
Eighth Grade (8)	122	122	55
Ninth Grade (9)	126	128	61
Tenth Grade (10)	127	128	12
Eleventh Grade (11)	113	128	0
Twelfth Grade (12)	70	128	0

Total K-12 Enrollment	1488	1564	812
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August 7, 2025

Dear Members of the Board,

I am pleased to bring forward for your recognition, Mark Lindeman, as the July 2025 Employee of the Month.

Mark is our building and grounds lead and has consistently shown a remarkable dedication to maintaining and improving our school's physical environment. His efforts make sure that our facilities are not only clean and functional inside but also inviting and well-maintained outside.

Mark's work ethic is exceptional. He is one of the hardest-working people on our staff, consistently showing initiative, reliability, and a positive attitude. His concern for our facilities demonstrates his deeper commitment to the success of our school, and his pride in his work sets an outstanding example for others.

What makes Mark especially deserving of this recognition is his proactive problem-solving approach and his ongoing pursuit of improvement. He consistently looks for ways to improve our maintenance practices, make workflows more efficient, and ensure that our school remains a safe, functional, and attractive environment for students, staff, and visitors.

His supervisor has expressed the following:

Mark's contributions to PACT's building and grounds have been truly remarkable. This summer, his dedication to enhancing our campus has been evident throughout both the secondary and elementary buildings. At the secondary, his tireless efforts to rejuvenate the grass have been successful; what was once dull now thrives with vibrant green thanks to his persistence and care. At the Elementary Campus, Mark has gone above and beyond in transforming our office and classroom spaces, carefully patching and painting numerous rooms to give them a fresh, clean appearance. His hard work, attention to detail, and unwavering commitment have left a lasting impact on our school environment, and we are incredibly grateful for everything he does. - *Tracy Peters, COO*

It has been a real pleasure to work with Mark over the last 2 school years. He is a really hard worker with a strong work ethic. I appreciate his knowledge and skill level as we work together to complete and resolve maintenance and mechanical issues at our facilities. Mark is also very dependable to help where it is needed when we have any staffing issues. Mark is a true asset for all of us. - *Scott Arndt*

Mark's contributions are a key part of our daily operations, and his impact is felt throughout the entire school community. We sincerely thank and admire him for his exceptional service and dedication.

Sincerely,

Dr. Nathan A. Flansburg
Superintendent



P A C T

District Advisory Committee (DAC) Board Report
July 26, 2025

July 24, 2025 DAC Meeting

1. The DAC description was updated to reflect the hiring of Teresa Widen and her new position on DAC as the *Administrative Lead*. Jacq Washburn is now the *Parent Liaison*.
2. The DAC meeting calendar has changed and will be meeting every other month, or as needed.
3. Dr. Flansburg is in the process of rewriting Policy 601 Curriculum Materials Approval Procedure, into four new policies. This will be on the agenda for the working session of the September board meeting.
4. Dr. Lohse gave DAC an update of the status of the online school.
5. Teresa Widen shared her plan for moving forward for the curriculum review cycle and procedure.

Respectfully submitted,

Jacq. Washburn
DAC Parent Liaison

Teresa Widen
DAC Administrative Lead & Executive Director of Teaching and Learning

Emergency (E-Learning) Plan 2025-2026 School Year

Grades 6-12



PACT

When school is closed due to inclement weather, PACT Secondary students may participate in E-Learning days (up to five days in one school year). These days serve as student contact days. Families will be notified of an E-Learning day at least two hours before the normal school start time. (Minnesota Department of Education E-Learning Days (MN Statutes, section 120A.414).

	Day 1-5 Weather/Emergency Closing	Learning Platform	Learning Format
Grade 6-12	E-Learning Day	Schoology or Google Classroom	Asynchronous

TEACHER ROLE

- Plan for self-directed, asynchronous learning activities delivered via Schoology for 6-12 students.
- Be available via email during the work day until 3 p.m.
- Check voicemail, email, and Schoology/Google Classroom throughout the work day for messages from students, families, and colleagues. Respond to communication that is related to E-Learning in a timely manner.
- Collaborate regularly with PLC members regarding continuity of learning and assistance for potentially ill colleagues.
- Regularly posts a learning schedule including assignments, due dates, and learning activities in Schoology/Google Classroom.
- Provide actionable and timely feedback to students.

STUDENT ROLE

- Know where to find E-Learning assignments.
- Complete asynchronous activities as directed by teachers.
- Students will complete coursework electronically that is equivalent to the amount of time they would spend in class.
- If students would like to connect with their teacher(s) for connection or to ask questions, they can connect via email.
- Students with an Individualized Education Plan (IEP) or 504 plan will receive accessible digital instruction that addresses the students' plans.
- Families without home internet connection, or with limited internet access, should inform teachers of this fact so needed modifications to assignments can be made.

FAQS

1. **Is attendance taken for an E-Learning day?** Families must report absences via Infinite Campus. Attendance will be recorded.
2. **Will teachers be available for questions/feedback?** Yes, teachers will be available by email until 3 p.m.
3. **Why do we need E-Learning days?** E-Learning days allow us to continue to provide curriculum and instruction during school closures to ensure continued progress towards graduation.
4. **Can families choose to opt out of E-Learning days?** Students whose families choose not to participate in E-Learning days are reported as absent, based on PACT's Attendance Policy (Minnesota Statutes, section 120A.22, subdivision 12). Families should report their student's absence in Infinite Campus.
5. **How will students be expected to "make up" assignments?** Students will be responsible for completing the required work on their own time as they would in any other situation in which they may have been absent from school.
6. **What if a student needs assistance with access to Wi-Fi?** Families facing technology issues that prevent E-Learning participation should contact the school office at sc-attendance@pactcharter.org within the first 30 minutes of the school day to request an extension. These students will have extra time to complete their work, following the absence guidelines in the Family Handbook. If the work is completed by the extended deadline, the student will be marked present. If a technology issue occurs during the school day, families should contact the office to request extensions for specific classes. Students will be marked absent for those periods until the work is submitted by the new deadline.
7. **What is an asynchronous learning format?** Asynchronous is a way of learning where students can access and complete assignments and activities at their own pace and on their schedule. It does not require everyone to be online or present at the same time.



To: PACT Charter School Board of Directors

From: Teresa Widen, Executive Director of Teaching and Learning | Literacy Lead

Teaching and Learning Highlights: July, 2025

In my first thirty days as PACT's Executive Director of Teaching and Learning and Literacy Lead I have experienced a flurry of activity, learning, and collaboration as we prepare for the upcoming school year. Embracing PACT's mission of partnering with parents, students, and staff to develop students of character and academic excellence has guided all that I do.

1. First and foremost, the Teaching and Learning department has prioritized working with building principals, accounts payable, and staff to place curriculum orders for the 2025-2026 school year. I am working closely with vendors to ensure that teachers have what they need to work with students on the first day of school. As pallets of products arrive, I want to thank the custodial staff, office staff, and teachers for their collaboration and patience as product is checked in and delivered to classrooms. We will continue to work closely with building principals and teachers to meet the needs of our students throughout the year.
2. Jenelle Moehn, our Assistant Director of Teaching and Learning, and myself have been diligently planning and preparing for welcoming almost thirty new staff and their mentors this school year. We are grateful to be able to support our new staff and mentors throughout the year by meeting regularly to reflect, learn, and grow in our professional practice. Our learning will be grounded in two anchor texts, which support both the role of the mentee and the mentor as together the phases of teaching are experienced. The texts: Supporting Beginning Teachers and The Beginning Teachers Field Guide Book are both written by Tina Boogren. New staff will be given the opportunity to engage in observing either their mentor or another PACT teacher half way through the year. This experience will allow new staff to observe high quality instructional practices and impact on student learning, behavior, and overall well-being. As new staff and mentors meet weekly they will reflect upon their needs and growth by identifying areas that are going well, areas of challenge and need, and identify next steps for both the mentee and the mentor. This continuous support in teaching and learning is aimed at achieving the Mentoring and Induction of New Teacher's program goal, which is to provide resources that support professional growth in what effective teaching is so that new teachers want to stay at PACT and ultimately that our PACT students thrive!
3. PACT's curriculum review cycle has been updated to reflect content standard implementation expectations set by the Minnesota Department of Education. Our goal for the 2025-2026 school

year is to review Social Studies, Health, and Math content areas. Curriculum review teams composed of K-12 teachers, administrators, and parents will be created to engage in our review process. Social Studies and Health review teams will engage in a one year review process, due to the expected implementation of updated standards in the 2026-2027 school year. The math review team will begin a two-year review process, which will be our ongoing practice here at PACT. As a board member, you can anticipate recommendations for Social Studies and Health adoptions in the spring of 2026.

4. Policy review and updates will remain a year long goal for our teaching and learning department. Our goal for this year is to review and align the 500 policy series, focused on the student experience, and the 600 policy series, focused on education programs, in accordance with Minnesota School Board Association's (MSBA) guidelines and model policies. During the working session tonight, you received several policies for a first reading, including policy 501-505.
5. With the unveiling and development of PACT's new website, I am collaborating with Ms. Ernston, PACT leadership team, and DAC members to develop a robust teaching and learning portion of PACT's website. Throughout this year we will be listening to stakeholder input as we develop our site, which will showcase the high expectations and academic excellence that PACT provides. Our teaching and learning pages will include the required posting of documents such as the Local Literacy Plan, E-Learning Plan, and Family Engagement Plan, but will also include key information about K-12 teaching and learning aligned with the mission, vision, and values of PACT.



RE: August 7, 2025 COO Update to the Board

Dear Board Members,

Please find below a departmental summary of key operational updates since our last meeting. Our teams remain focused on delivering high-impact services and ensuring readiness for the start of the 2025–2026 school year.

Food Service

- **Facility Improvements:** Work is underway to remove the wall between the Elementary kitchen and kitchen office to enhance operational flow and efficiency.
- **Staff Training:** Team members are actively engaged in systems training to ensure preparedness for school startup.
- **Staffing:** Recruitment is in progress for a part-time food server at the Elementary Campus.

Activities

- **Fall Kick-Off Meeting:** Scheduled for Thursday, July 31 at 6:30 PM with coaches, students, and parents to review upcoming seasons and expectations.
- **Registration and Practice:** Fall activity registration is now open. All practices commence August 11.
- **System Transition:** R-School has transitioned to Arbiter, which will centralize registration and scheduling functions for improved management of PACT activities.

Community Education

- **Program Launch:** Several enrichment programs are scheduled to begin this fall, including:
 - Intro to Sports
 - Art Club
 - Dance Club
 - STEM Club
 - Flag Football (4–6 week program)
 - Additional programs under consideration
- **Back-to-School Readiness:** Volunteer recruitment is ongoing for Back-to-School Night. Folders with family-specific information are being assembled.

- **Middle School Athletics:** Will launch one week after High School athletics begin

Information Technology (IT)

- **Security Enhancements:** Two-factor authentication (2FA) is being implemented to strengthen data security.
- **Network Upgrades:** Bandwidth at the Elementary Campus has been significantly improved, replacing the previous 100 Mbps limitation.
- **Device Preparation:** Annual reviews and updates of Chromebooks and laptops are in progress in preparation for student and staff use.

Accounting & Finance

- **Staff Transition:** Deb Whitby's last day was July 31. Her responsibilities have fully transitioned to Joel and the EdFin team.
- **Budget Allocations:** Budgets have been shared with business leads, and purchasing is well underway for the new school year.

Human Resources

- **New Hire:** Lily, our new HR Generalist, began on August 4 and has already attended cMERDC Smart training.
- **Recruitment Focus:** Ongoing efforts to fill key roles, especially at the Secondary Campus.
- **New Staff Onboarding:** Current focus is on benefit enrollments and onboarding aligned with the new fiscal year.

Facilities

- **Campus Signage:**
 - Two "No Parking" signs ordered for SPED Van Parking outside Elementary door #4.
 - Two new Elementary Playground signs have been purchased to replace outdated signage.
- **Volunteer Beautification Event:** Substance Church will host a volunteer event on August 16 from 10 AM–12 PM, inviting PACT parents to help spread mulch and clean up the Elementary Campus ahead of school opening.

Transportation

- **New Bus Route:** A 13th route, the Peach Route, has been added to support the growing Oak Grove/Andover population and relieve congestion on the Orange and Pink routes.
 - **Kottkes** will manage 2 routes (including the Peach Route).
 - **American Transportation** continues to operate 11 general routes, as well as the SpEd routes.
- **Routing Timeline:** Drafts are complete; final routes are on track to be published by August 11.

Please do not hesitate to reach out with any questions or for further clarification. I appreciate your ongoing support as we prepare for a successful academic year.

SCHOOL BOARD RESOLUTION
Providing District Employees the Option of 403(b) or 457(b) Retirement Match

WHEREAS, the PACT Charter School Board of Education recognizes the importance of supporting the long-term financial well-being and retirement security of all district employees; and

WHEREAS, the Board acknowledges the diverse financial planning needs and preferences of its workforce, including certificated, classified, and administrative staff; and

WHEREAS, offering flexible retirement savings options promotes both employee retention and fiscal responsibility for the district;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of PACT Charter School, as follows:

1. Retirement Match Options

Effective August 7, 2025, all eligible district employees shall be provided the opportunity to participate in either a 403(b) plan or a 457(b) plan, with the district offering an employer match contribution to the plan selected by the employee equal to 1% of their salary.

2. Mutual Exclusivity of Selection

Employees may elect to receive the district's retirement match in either a 403(b) or a 457(b) plan, but not both. Each employee must designate their choice in accordance with district procedures.

3. District Match Amount

The specific amount or percentage of the district's match shall be established annually by the Board as part of the district's budget and compensation planning process. The current match shall be 1% of an employee's annual wage.

4. Eligibility and Enrollment

Eligibility criteria, enrollment procedures, and administrative guidelines shall be determined and communicated to all employees by the Human Resources Department.

5. Plan Administration

The district will ensure compliance with all applicable federal and state laws governing 403(b) and 457(b) retirement plans and will partner with qualified plan administrators to manage both options effectively.

BE IT FURTHER RESOLVED that this resolution aligns with the district's commitment to supporting its employees' financial security and recognizes the importance of offering flexible, employee-centered benefits.

APPROVED AND ADOPTED this 7th of August, 2025, by the PACT Charter School Board of Education.

Ryan Heineman
Board President
PACT Charter School

Signed

Date

EMPLOYEE HANDBOOK



P A C T
Charter School

7250 E Ramsey Parkway NW
Ramsey, Minnesota 55303
<https://www.pactcharter.org>

2025-2026 School Year

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Introduction

Dear PACT Employee:

We are Pursuing Academics and Character Together (PACT) Charter School, District #4008.

We welcome you as a member of the PACT Charter School community and extend best wishes and success in your future endeavors at PACT. We are happy to have you here.

This Employee Handbook is the property of PACT Charter School (“PACT Charter School” or “PACT”) and is provided to our Employees for their use while they are in our employ.

This Employee Handbook contains valuable information that will answer many specific questions you may have and help you understand some of the personnel policies and procedures.

This Employee Handbook is intended to provide you with general information about PACT Charter School, Employee benefits, and office procedures and policies. This Employee Handbook is not intended to be and does not constitute a contract of employment, either express or implied, between PACT Charter School and its Employees.

PACT Charter School may modify or cancel any provisions of this Employee Handbook or any other policies and procedures at any time without prior notice. The provisions of this Employee Handbook replace and supersede any and all previous handbooks or statements of policy or procedure, whether written or oral. Only the Superintendent of PACT Charter School has the authority to enter into individual contracts of employment and does so only by a written agreement signed by the individual Employee and the Executive Director of HR & Operations, an authorized officer of PACT Charter School.

We are pleased that you have decided to join our team, and we look forward to working together with you to fulfill our mission. Administration and the School Board of Directors wish you a successful career at PACT Charter School.

Mission

Partnering as parents, students, and staff to develop students of character and academic excellence.

Vision

PACT Charter School will build a collaborative community that emphasizes academic rigor and character development to foster innovative problem solvers and life-long learners.

Foundational Statements

To fulfill this mission, PACT Charter School and all Stakeholders are accountable for:

1. Acknowledging parents are the primary educators of their children and that, as such, their voluntary participation in both classrooms and governance at PACT is expected and vitally important to our success as a community.
2. Promoting high academic achievement for all students.
3. Committing to provide opportunities for our students to interact across grade-levels to promote intergenerational learning and develop leadership.
4. Demonstrating a community atmosphere of mutual respect that promotes cooperation.
5. Aspiring to uphold PACT policies, procedures, and structure by working together to support those who enforce them.
6. Maintaining high expectations for student conduct.
7. Modeling and promoting positive character development through intentionally teaching qualities such as respect, citizenship, gratitude, compassion, integrity, cooperation, self-control, responsibility, and perseverance.
8. Providing a safe and respectful learning environment.

“We must remember that intelligence is not enough.
Intelligence plus character—that is the goal of true education.”
- Martin Luther King, Jr

Employment Policies**At Will Employment**

Employees of PACT Charter School are employed “at will”. This means that you have the option of resigning from your employment at any time, for any reason or no reason, with or without prior notice. This also means PACT Charter School has the same option to terminate your employment at any time, for any reason or no reason, with or without prior notice. Nothing in the Employee Handbook or any other School document should be understood as creating a guarantee of continued employment, a right to termination only for specific reasons or pursuant to specific procedures, or of any other guarantee of continued benefits.

Equal Employment Opportunity

PACT Charter School is an Equal Employment Opportunity Employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at PACT Charter School will be based on merit, qualifications and abilities. PACT Charter School does not discriminate against any person because of race, color, creed, religion, sex, national origin, disability, age, genetic information, marital status, membership or activity in a local human rights commission, status with regard to public assistance, sexual orientation, familial status, or any other characteristic protected by law (referred to as “protected status”). This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all School facilities, participation in all School- sponsored activities, and all employment actions such as hiring, transfers, recruitment, promotions, compensation, demotions, layoff, discipline, benefits and termination of employment. PACT Charter School will provide reasonable accommodation to applicants and Employees with disabilities.

PACT Charter School will evaluate the performance of its Management and Supervisory personnel on the basis of their involvement in achieving equal employment opportunity for all. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate Supervisor. Employees can raise concerns and make reports without fear of retaliation. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible and PACT Charter School will take appropriate action in response to these investigations. Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

General Employee Responsibilities

- Promote and abide by the PACT Charter School mission
- Promote staff unity
- Perform job duties as outlined in the job description
- Participate in designated meetings to promote collaboration
- Maintain confidentiality of student, employee and family information
- Assist in the training of volunteers, substitutes and student helpers available to help employees with their responsibilities
- Report to the supervisor(s)
- Perform any other duties assigned by the supervisor(s)
- Report/disclose conflicts of interest to the supervisor, which will remain in the employee’s file
- Be aware of the School Board’s decisions affecting the employee’s status and /or activities
- Set a positive example for students, staff and parent
- Abide by all PACT Charter School policies and guidelines

Reasonable Accommodation

PACT Charter School provides reasonable accommodation to known physical or mental limitations of a qualified employee with a disability unless the accommodation would impose an undue hardship on PACT Charter School. Reasonable accommodation may be, depending on all the circumstances, modification or adjustment to a job, the work environment, or the way things usually are done that enables an employee with a disability to perform the essential functions of a job and to enjoy equal benefits and privileges of employment.

If an employee requests reasonable accommodation, he/she should do so in writing. PACT Charter School will engage in an interactive process with respect to the employee's request for reasonable accommodation. PACT Charter School may request a physician's statement regarding the requested accommodation (except for pregnancy accommodations listed below). All requests for reasonable accommodation should be submitted to the employee's direct Manager.

Nursing Mothers, Lactating Employees, And Pregnancy Accommodations Employee Notice Minnesota
Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. PACT Charter School will provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

PACT Charter School will not retaliate, or take negative action, against a pregnant or lactating employee for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

Complaint Policy

At PACT Charter School, we realize that effective communication between employees, parents, staff and students is essential to maintaining a productive working relationship. This is especially true in regards to complaints or grievances from employees, parents, staff and students. If there is a misunderstanding about an employee's job or PACT Charter School's policies, PACT Charter School encourages employees, parents, staff and students to voice issues or concerns to PACT Charter School personnel in the following order so that the concerns may be effectively addressed:

- Directly involved party(ies)
- Employee's supervisor
- Executive Director of HR and Operations
- Superintendent
- The PACT Charter School Board

PACT Charter School encourages all employees to bring their concerns directly to the appropriate personnel at PACT Charter School. Concerns that are expressed only to coworkers or to persons outside PACT Charter School are not likely to be given the attention that they deserve and may violate confidentiality considerations.

Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in an investigation.

Privacy of Employee Information

Access to the Personnel File information is restricted to those who need to know such information in order to perform their jobs. Non-Personnel File documents containing private Employee information (e.g., consumer reports, I-9 forms, wage garnishment documents, credit card information, mortgage application inquiries, reference check results, and pre-employment or drug testing results) are kept in confidential files separate from Personnel Files.

If PACT Charter School collects information on a medical condition or disability, it is collected and maintained in separate files and treated in a confidential manner. PACT Charter School will only disclose such information to (1) Supervisors and Managers who need to be informed regarding necessary work restrictions and necessary accommodations; (2) first-aid and safety personnel who need to be informed about emergency treatment; (3) government officials who are investigating compliance-related issues and (4) as required by insurers pursuant to contract requirements or in the course of handling work-related claims (e.g., worker’s compensation claims). Information may also be released for purposes Mandated by Local, State, or Federal law

Employees should notify their supervisor whenever there is a change of information required for Personnel Files or related to information provided for receipt of benefits (e.g., address, telephone number, marital status, emergency contact, number of dependents, or beneficiary).

Harassment and Violence Prohibition Policy

[NOTE: Minnesota Statutes section 121A.03 requires that charter schools adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, section 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that charter schools incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE’s policy differs from that of MSBA and imposes greater requirements upon charter schools than required by law. For that reason, MSBA recommends the adoption of its model policy by charter school. Each charter school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the charter school is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel harasses a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel through conduct or communication based on a person’s Protected

Class, 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 charter school.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's Protected Class.
- D. The charter school will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

- 1. an act done with intent to cause fear in another of immediate bodily harm or death;
- 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
- 3. the threat to do bodily harm to another with present ability to carry out the threat.

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

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

[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below. A charter school board may choose whether to retain the phrase "including gender identity or expression" in light of the legislative amendment.]

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

D. Protected Classifications; Definitions

- 1. "Disability" means, with respect to an individual who
 - a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
- 2. "Familial status" means the condition of one or more minors having legal status or custody with:
 - a. the minor's parent or parents or the minor's legal guardian or guardians; or

- b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

[NOTE: The 2024 Minnesota legislature revised the definition of “familial status”.]

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex.

[NOTE: The 2023 Minnesota legislature redefined ‘sexual orientation’ in the Minnesota Human Rights Act.]

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other charter school personnel to

avoid physical harm to persons or property;

- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or 413-3
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. 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 Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other charter school personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The charter school encourages the reporting party or complainant to use the report form available from the superintendent, principal, or building supervisor or available from the school office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a charter school human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school human rights officer by the reporting party or complainant.
- D. In Each School Building the superintendent, building principal, the principal's designee, or the building

supervisor (hereinafter the “building report taker”) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult charter school personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the charter school human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. Charter school personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the charter school human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the Charter School The charter school board hereby designates Executive Director of Human Resources and Operations as the charter school human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the Superintendent of Schools.
- H. The charter school shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter’s future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school’s legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the charter school’s policies and procedures. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who

engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from charter school property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the charter school, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall 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 charter 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 charter school may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The charter school human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. CHARTER SCHOOL ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the charter school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school policies and regulations.
- B. The school is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the charter school. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the

remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

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

Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the charter school from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each charter school building in areas accessible to students and staff members.
- B. This policy shall be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school.
- C. This policy shall appear in the student handbook.
- D. The charter school will develop a method of discussing this policy with students and employees.
- E. The charter school may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.
Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)
Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Tennessen Warning Notice (Privacy Notice)

The Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) is a state law that controls how government data is collected, created, stored (maintained), used and released (disseminated). The Act regulates what can be collected and who may see or have copies of the information, classification of the data, procedures for access to the information, and procedures for classifying information as not public. The Minnesota Government Data Practices Act provides employees with certain rights (M.S. Section 13.04, subdivision 2-4). These rights include, but are not limited to, the following provisions:

- Whenever a state or local government agency asks an employee to provide private or confidential data about themselves, the employee must be told.
 - Why the information is being collected
 - How the information will be used by the collecting agency
 - Whether they can refuse or are legally required to provide the data that is being requested
 - What the consequences are to the employee if you supply or refuse to supply the data
 - The identity of other persons or entities, which are authorized by law to have access to that data. The employee has the right to know what data is maintained about them and how the data is classified
 - The employee has the right to view, at no cost, all public and private data maintained about them
 - The employee has the right to have public and private data explained to them
 - The employee has the right to receive copies of public data and private data about themselves, however, they may be charged a reasonable fee for this service
 - The employee has the right to challenge the accuracy and completeness of any public or private data about themselves

- Individuals who dispute the accuracy or completeness of public or private data must notify PACT's Data Practices Officer in writing describing the nature of the disagreement.

The Minnesota Government Data Practices Act considers the following as employees:

- Current and former employees
- Applicants for employment
- Independent contractors
- Volunteers

The data may be used to process information required to secure funding.

Examples of employee information that is public:

- Name and employee identification number
- City and county of residence
- Salary and contract related information
- Gross pension
- Value and nature of fringe benefits
- Expense reimbursements
- Job titles
- Job descriptions
- Education and training
- Previous work experience
- First and last date of employment
- Existence and status of complaints against employee
- Terms of buy-out agreements
- Final disposition of disciplinary action
- Work location/Phone Number
- Badge number
- Honors and awards received
- Payroll timesheets
- Budgets
- Invoices and purchase orders
- Veteran status

Data about the alleged maltreatment of a student on the part of an employee must be provided to the Minnesota Department of Education upon request. This information about employees may be released to law enforcement agencies to allow them to investigate allegations of a criminal act by an employee.

Examples of employee information that is private:

- Social security number
- Birth date
- Home phone number
- Home address
- Gender
- Ethnicity
- Citizenship
- Disability status

Compensation

Compensation Program Goals and Objectives

The goal of the compensation program is to provide compensation and benefits that will attract, motivate, and retain quality Employees. Employees will be informed individually of the placement of their position within the compensation system so that they understand the manner in which their pay rate is established and form realistic expectations of any future adjustments to their compensation. Future adjustments are not guaranteed unless stated in an employment agreement separate from this handbook and will be made solely at the discretion of PACT's Chief Operating Officer and/or Superintendent.

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

Employee Classifications

Various methods are used to classify Employees. Some methods define Employee status in terms set by law. Other methods classify Employees according to title and job description.

All Employees are considered either exempt or non-exempt. These broad categories are defined and governed by State and Federal wage and hour laws.

Exempt Employee: These classified workers are exempt from the standards that ensure hourly workers overtime pay and the minimum wage. Exempt Employees are generally paid a salary for their work.

Non-Exempt Employee: Non-Exempt Employees are required to record their working hours and are eligible for overtime pay and minimum wage. These employees are generally paid an hourly wage for their work.

Our Employees are further defined as below:

Regular Full-Time

A regular full-time employee is one who is budgeted and scheduled to work for 40 hours per week or 2080 hours per fiscal year.

Regular Year-Round Part-Time

A regular year-round part-time employee is one who is budgeted and scheduled to work a minimum of 1040 hours for 12 months per fiscal year.

Regular School Year Part-Time

A regular school-year part-time employee is one who is budgeted and scheduled to work for 11 months or less per fiscal year.

Regular Combined Part-Time

A regular combined part-time employee is one who is scheduled for a combination of 2 or greater positions not to exceed 1.0 FTE.

Temporary Full-Time

A PACT Charter School Board approved temporary full-time employee is one who is employed on a schedule of forty (40) hours a week for a defined and limited period of time and is so informed at the time of hire. Temporary full-time positions are not eligible for benefits except for those mandated by law.

Temporary Part-Time

A temporary part-time employee is one who is employed on a schedule of less than forty (40) hours a week, for a definite limited period of time, and is so informed at the time of hire. Temporary part-time positions are not eligible for benefits except for those mandated by law.

Per-Visit Employees (Substitutes)

Per-visit employees are hired to work on an as needed basis for an undetermined time period. A per-visit employee is scheduled to work a variety of hours per week. There is no guarantee of scheduled hours for persons employed in these categories. Per-visit employees (substitutes) positions are not eligible for benefits except for those mandated by law.

Please Note: Employees under an Employment Agreement/Licensed Staff are generally licensed teaching staff and other specified positions. These employees should refer to their assignment letter for their employment classification, schedule, work expectations, pay and benefits.

All Employees are Employees at-will.

Full-time Equivalency (FTE) for At-Will Employees

Full-time work shall be based on 2080 hours, or 52 weeks at 40 hours per week. The relationship between 2080 and the scheduled hours will produce a fraction or percentage of full-time equivalency.

Schedules and Workdays

School Year

Student contact days and Employees under an Employment Agreement/Licensed Staff contract days are defined in the PACT Charter School Calendar. The duty year for new Employees under an Employment Agreement/Licensed Staff may include additional days of orientation prior to the commencement of the school year and additional day(s) outside the normal duty days for new teacher induction as determined by Administration and the School Board. Additional contract days and/or compensation will be determined through Administration and approved through the PACT Charter School Board.

Work Hours

All employees whose position is dependent on school hours and student-contact days should refer to the school calendar. The employee may be assigned a specific work hour schedule and will be expected to begin and end work according to the schedule. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short-term or long-term basis.

Teaching Hours

On school days, employees under an Employment Agreement/Licensed Staff are to be at the school for an average of 8 paid hours per day, according to the schedule set by administration. Part-time Employees under an Employment Agreement/Licensed Staff will be given a more specific schedule based upon their classes and their FTE. Part-time Employees under an Employment Agreement/Licensed Staff will receive a detailed schedule from Administration indicating arrival and departure times based on their job responsibilities and FTE (Full Time Equivalency).

All School Student Events

Contract/Licensed Personnel should attend seasonal all-school events and all-school meetings, as designated by administration. This may include but is not limited to: back to school open house, Elementary and Secondary music performances and other student-centered activities. Administration will inform all staff of the

expectations, which may differ according to position. Other staff members are encouraged to attend student activities to foster the relationships between students, parents, and staff.

Rest and Meal Periods

Non-exempt employees may be given an unpaid meal period depending on the length of their workday, to be taken during the workday, in compliance with MN Statute 5200.0120. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Non-exempt employees working 8 or more hours per day may also take two paid ten-minute rest periods. One may be taken in the morning and one in the afternoon. Non-exempt employees working less than 8 hours per day will receive one 15-minute break. Break times will be scheduled with the employee's supervisor.

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law.

Electronic Timesheets

Federal and State laws require PACT Charter School to keep accurate records of hours worked by non-exempt Employees.

Employees are to be at work on time. Employees will record their time in the Time and Attendance (Frontline) Timeclock Management System. Generally, pay periods run from the first through the fifteenth of the month and the sixteenth to the end of the month. Employees should record the actual time work begins and ends, as well as the beginning and ending time of each meal period, PACT Human Resources may adjust recording of time to the quarter-hour intervals. For payroll purposes, the work week starts on Monday and ends on Sunday.

Pre-approval from the supervisor should be obtained before altering established work hours. Based on the needs of the school, Administration may grant an exception to the hours paid to an employee when the minimum number of hours for a specific duty is less than two hours. These exceptions are defined by the employee's position and require pre-approval from Administration. All timesheets must be submitted electronically through the Time and Attendance (Frontline) Timeclock Management System.

Timesheets not submitted on time may result in delayed payment.

- Non-exempt employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Non-exempt employees must also record any departure from work for any non-work-related reason.
- Altering, falsifying, and tampering with electronic time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.
- Any errors in your electronic timesheet should be reported immediately to the Human Resource Department.
- If the school finds errors, which require a deduction in pay, the employee will be asked to change the electronic timesheet and re-submit it again.

Employee electronically submitted timesheets are due to your supervisor on the dates listed on the pay schedule for the fiscal year. Supervisors need to approve and submit electronic timesheets to the Human Resource Office by 8:00 a.m. on the next day following the end of the pay period. Supervisors should report any regular exceptions to the Human Resource Office. Note: If your supervisor is not available, your submitted timesheet will automatically be sent to Human Resources.

Employees under an Employment Agreement/Licensed Staff may be requested to work additional assignments or may be required to complete an electronic timesheet to record hours for additional duties. Completed timesheets need to be submitted for approval and forwarded to Human Resources at the end of the pay period (see pay schedule for timelines). Employees should record the actual time worked, including the beginning and ending time of each meal period. For payroll purposes, the work week starts on Monday and ends on Sunday.

Overtime

Overtime may be requested during heavy work periods. Non-exempt Employees will be paid one and one-half times their regular rate for all actual time worked in excess of 40 hours each week that received prior approval. For example, time attributable to vacations, sick leave, and holiday pay will not be counted as “hours worked” for purposes of computing overtime. Non-exempt Employees must obtain their Supervisor’s approval prior to working any overtime. Non-exempt employees should not access job related emails or conduct other work outside of approved working hours. Exempt employees are not eligible for overtime pay.

There are occasions when a temporary work load may require that you work more than your regularly scheduled number of hours. By definition of the Federal Fair Labor Standards Act, non-exempt employees are eligible for overtime pay. Exempt employees do not receive overtime pay.

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. The supervisor, under the guidance of Administration, must authorize all overtime work for non- exempt employees in advance. Working overtime without prior authorization may result in disciplinary action.

Non-exempt employees will be paid time and one-half compensation for all hours worked in excess of 40 hours in one work week and as otherwise required by state and federal law. There will be some pay periods in which an employee is paid for holiday or personal leave time. The overtime rate is only paid on the actual hours worked beyond 40. Hours worked do not include holiday or personal time hours for which the employee is paid but did not work.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Administrative Pay Corrections

PACT Charter School takes all reasonable steps to ensure that the employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources, so that corrections can be made as quickly as possible.

If underpayments or overpayments are identified, the employee's next regularly scheduled paycheck will be adjusted to include the corrected amount or any back pay due the employee or the school.

Wage Garnishments

PACT Charter School will adhere to legally imposed wage assignments and garnishments and will not modify the terms of those legal arrangements unless ordered to by a court. The school will deduct the administrative costs of complying with wage assignment and garnishment orders, up to the amount allowed by statute.

Direct Deposit

Direct deposit is highly recommended. With direct deposit, the net pay is deposited into a financial institution of the employee's choice. Employees may review their payroll information online, generally 2 days prior to the pay date. Subsequently, an employee's check will be directly deposited into their account, provided that their direct deposit has been established. Direct deposit account changes may take up to 2 pay periods to establish; this will allow time for the financial institution to verify the accuracy of the direct deposit information.

PACT Charter School does not provide the option of printed direct deposit slips. PACT Charter School staff members (using an employee number and password) will be able to securely view all their payroll data via web access, including W-4 tax withholdings, payment history, leave balances and usage. Please see Human Resources for assistance with electronic pay information. Details and inquiries regarding a paper option will be available in Human Resources.

Employee Online Payroll Information

All employees have access to their payroll information online. Generally, paycheck data is available on the Employee Self Service (ESS) online option 2 days prior to payday. Employees may access and print a copy of their earning statements from ESS. As a convenience, a link to the sign in page of the Employee Self Service has been established at the PACT Charter School website: <http://www.pactcharter.org> Information and instruction on how to access ESS will be handed out during the new hire application process, at All Staff Orientation and will be available in Human Resources.

Employees are responsible for logging off and closing the Employee Self Service electronic option. Once an employee logs in, they should not leave the computer unattended and make sure to end the session safely.

Professional Development Pay

Course work taken at the request of PACT Charter School with written supervisor and Administration approval will be paid by PACT Charter School. The employee's time may also be compensated. However, travel time will not be compensated. Mileage reimbursement is consistent with the IRS Standard Mileage Rates. Job-related course work requested by the employee might also be reimbursed on a limited basis if approved by the supervisor.

Educational coursework fees (unless pre-approved by Administration), professional association dues, and licensure fees are to be paid by the Employees under an Employment Agreement/Licensed Staff.

One (1) paid day is allotted for staff development and the department head is allotted a pool of funds to be distributed at their discretion toward professional development educational course fees or staff development workshops. This should be in line with professional development goals and/or PACT Charter School goals. The approved professional development day will not be considered in the tally of leave days. The employee is to enter the request for staff development in the Absence Management (Frontline) Substitute System at least two weeks in advance to acquire a substitute for the day.

Occasionally, Administration may approve professional development beyond the one day, if it is required by the school and will benefit the program.

There may be times that the school would require additional training. This may not impact the professional day. If PACT Charter School requires it, PACT Charter School will pay for both their time and the fees. However, any required PACT Charter School coursework would be approved through the Superintendent.

Salaries

Employees under an Employment Agreement/Licensed Staff contracts are for the school year (typically mid-August through the last week in May). However, to aid the employee and the school, Employees under an Employment Agreement/Licensed Staffs' salaries and benefits have the option to be paid over a 10- or 12-month period from September through June or August. Before any salary payments can be made, employees must have on file in the Human Resource Office: a current copy of the employee's teaching license (when applicable), a current IRS Form W-4, I-9 (including acceptable documentation), a completed Teacher Retirement Form, a completed authorization for direct deposit, the results of a BCA Background check, a signed Employees under an Employment Agreement/Licensed Staff contract, and a signed acknowledgement form from the Employee Handbook.

Individual Employees under an Employment Agreement/Licensed Staff salaries will be recommended to the School Board according to the current PACT Charter School Teacher Salary Matrix. Salary step and increment increases suggested in the salary schedule are used as a guide. Some positions that require additional education or license specialties may be granted additional compensation. A teacher under a current contract with PACT Charter School who wishes a change in assignment may apply for any open position and will receive consideration with other qualified applicants in the hiring process.

Summer Salaries

Salary payments for returning employees under an Employment Agreement/Licensed Staff will be processed in mid- June for the summer payments for the prior school year contract, therefore any changes in benefits, employment status, exemptions (W-4), and financial institution information will not take effect until mid-September.

PACT Charter School may request new employees under an Employment Agreement/Licensed Staff to attend training during summer hours. This training does not impact the contract and/or benefit effective dates. Compensation will be determined by Human Resources. Compensation for this training will be compensated as an hourly rate and a time sheet will need to be completed. See the Human Resources for a timesheet.

Salary Advances/Loans

PACT does not permit advances on paychecks or against accrued paid time off.

Salary Increases

PACT annually reviews the compensation pay plan and budget. If salary increases are awarded, they become effective at the beginning of the fiscal year or as indicated on the specific contract.

Summer Curriculum Development/Training Pay

Ordinarily, pay for summer curriculum development will be distributed during September once approved by the Executive Director of Teaching and Learning.

Continuing Education for Advancement

To advance lanes on the Licensed Staff Salary Schedule, an official sealed copy of transcripts from the registrar of the institution attended certifying the courses taken, credits allowed, and grades received shall be submitted to the Human Resource Specialist.

- All Employees under an Employment Agreement/Licensed Staff may advance one step on the salary matrix when returning for an additional year at PACT Charter School with PACT Charter School Board approval.
- All credits for lane advancement must be graduate credits. Credits earned prior to September 1 and received by Human Resources by October 31 shall become effective from the start of the school year. Any credits earned and submitted by January 31 will be mid-contract year. A written letter should be submitted to the Human Resource Generalist requesting lane advancements, with the appropriate information attached.
- A grade equivalent of “C” or higher, or “P” when pass/fail method of grading is used, is required to apply toward step-lane advancement.

Paydays and Payment Methods

Paychecks will be issued bimonthly on the 10th and 25th of each month unless that day ends on a weekend or holiday, then it would be the closest work day prior to the scheduled date. Non-exempt employees will be paid for hours worked in the previous pay period.

Employees may have pay directly deposited into their bank accounts on payday if they provide advanced written authorization to Payroll. It is the Employee’s responsibility to verify their check or direct deposit is correct. Employees will receive an itemized statement of wages when they look up their direct deposits in Employee Self Service

In the event that there is an error in the amount of pay, the Employee should promptly bring the discrepancy to the attention of Human Resources so that corrections can be made as quickly as possible. PACT Charter School will make good faith efforts to correct mistakes when alerted to them.

Meal Program

PACT Charter School offers breakfast and lunch meals to all staff, in accordance with guidelines established by the USDA and MDE. Meals must be purchased through the approved online vendor. Orders will not be accepted after the established deadline.

Procedure:

1. Monthly menus will be posted electronically on the PACT website by the 10th of each month.
2. The monthly menus will be uploaded to our order processing vendor. Families & staff will have a window, beginning on the 10th of the month and ending on the 20th of the month, in which to complete their electronic meal orders.
 - a. If the last day of the order window falls on a Friday, the window will be extended through 11pm central time on Sunday evening.
3. If staff miss or are unable to complete their orders by the established order deadline, they will be unable to order meals until the following month.
 - a. A staff member may not deny a meal, regardless of the ability to pay, to a student. If a student fails to order a meal or fails to bring a meal to school with them, PACT will offer that student an alternative meal and charge the student based on the following scale:
 - i. Denied Status = Full costs of the alternative meal as established by the Business Office at the beginning of the school year.
 - i. Free/Reduced Status = No charge per alternative meal

Benefits

See the Human Resource Generalist for current benefit offerings and eligibility. See benefit books for coverage and summary information.

PACT Charter School offers the following benefits to eligible/qualifying employees:

- Health Insurance meeting Federal Guidelines; or employees working a 0.5 FTE or greater
- Health Savings Account (HSA) corresponding to the health insurance plan
- Dental Insurance (must be 0.5 FTE or greater)
- Life Insurance (must be .75 FTE or greater)
- Long Term Disability Insurance (must be .75 FTE or greater)
- 403b and 457B Retirement Plans with 1% match
- Flexible Spending Account(s) (Dependent, Limited Health or Health)

All benefits are subject to the terms and conditions as described in the plan documents for each plan (sometimes referred to as the summary plan description or insurance certificate). If an employee has any questions about these benefits, they should speak with the Human Resource Generalist or review the actual plan documents. In the case of any conflict between this information and the actual terms and conditions for the benefit plan as set forth in the plan documents, the plan documents will always supersede.

All employees are subject to state law with regards to eligibility for, and contribution to, the state retirement programs such as TRA and PERA.

Should your position with PACT Charter School terminate, you may be able to continue some of the benefits at your discretion and expense, subject to COBRA law and coverage contract.

Public Employees Retirement Association Plan (PERA)

PACT Charter School non-licensed employees generally participate in PERA (Public Employees Retirement Association). Some exclusion may apply. PERA eligibility is restricted to those employers that meet the definition of a governmental agency set by Minnesota law. PACT Charter School is subject to legislation that changes the Public Employees Retirement employee and employer contribution rates.

Retirement/ Investment Plan

All employees 50%-100% FTE are eligible for 403(b) or 457(b) Retirement/Investment Plan. (PACT Charter School will match 1% of an employee's salary, unless otherwise stated in an employee's contract.)

Teachers Retirement Association

PACT Charter School Employees under an Employment Agreement/Licensed Staff participate in Teachers Retirement Association (TRA), which will be automatically deducted from each paycheck. Employees under an Employment Agreement/Licensed Staff contribute a predetermined percent, determined by statute, of their eligible salary to Teachers Retirement Association (TRA) by tax-exempt payroll deductions. Employers contribute a predetermined percent, determined by statute, simultaneously. Contribution rates are determined by statute and subject to change by the Minnesota Legislature.

Benefit Continuation (COBRA)/Minnesota Continuation Coverage

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives Employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PACT Charter School's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an Employee; a reduction in an Employee's hours or a leave of absence; an Employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the Employee or beneficiary pays the full cost of the coverage plus an administration fee.

PACT Charter School will provide a written notice describing rights granted under COBRA when the individual becomes eligible for COBRA. This notice contains important information about the Employee's rights and obligations.

**Attendance and Time Away from Work
Attendance and Punctuality**

Absenteeism, early departures from work, and late arrivals can be a burden to fellow employees and PACT Charter School. Employees should be prepared to start working at their scheduled time. If an employee cannot avoid being late to work or is unable to work as scheduled, they must notify the Absence Management (Frontline) Substitute Line (if prior to 7:00 a.m.) or call the Human Resource Assistant.

PACT Charter School will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable PACT Charter School to make a determination. An employee must notify the Human Resource Department of any change in their work status as soon as possible.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. *Employees who do not call in or show up for work for three consecutive days will be considered to have voluntarily terminated.*

Staff Medical Self-Evaluation

PACT Charter School encourages and promotes the well-being of staff and students. Guidelines for deciding if an employee is too sick to report to work:

- If the employee has had a fever of 100 degrees or more, the employee should stay home for 24 hours after the temperature returns to normal.
- If the employee has vomited or had diarrhea, he or she should stay home for 24 hours after the last episode.
- If the employee has had a rash that may be disease related or if they don't know the cause of the rash, they should check with their physician before returning to work.
- If the employee has a medical condition that would not allow them to perform their duties/job responsibilities in a safe and productive manner, they should complete an absence through Absence Management (formally known as Aesop).

PACT Charter School encourages staff to use common sense when a sickness has occurred in order to protect the students and the staff at school. To promote wellness, PACT Charter School may ask an employee to go home if he or she demonstrates the symptoms addressed above.

Employees are required to complete an absence through Absence Management (Frontline) for ALL prearranged absences.

Absence Notification

When using leave days, the employee shall enter their request for leave in the Absence Management (Frontline) Automated Substitute Placement and Absence Management System, allowing adequate lead time for the system to contact a substitute (if necessary). In case of illness and emergencies, the Absence Management (Frontline) notification of sick leave should be entered via the internet before 5:30 a.m., or as soon as possible. If the deadline cannot be met, call Extension 1111 and email or text the Human Resource Assistant so a substitute can be manually assigned. For non-emergency and all pre-planned leave days, the employee should complete the

request for leave in Absence Management (Frontline) and receive supervisory approval at least five days in advance.

Federal and State Leaves

PACT Charter School complies with all Federal and State Leave laws. See your supervisor if you have questions related to a specific situation.

Bereavement Leave

Employees under an Employee Agreement should refer to that agreement for bereavement leave details. All other employees who wish to take time off due to the death of an immediate family member should notify his or her supervisor immediately. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with his or her supervisor's approval, use any available PTO for additional time off as necessary.

Paid bereavement leave is granted according to the following schedule:

- Employees are allowed up to three consecutive days off from regularly scheduled duty with regular pay for each event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, niece/nephew, grandchild, or grandparent. Proof may be required.
- Employees are encouraged to use their allotted PTO time for a death of a relative not listed above.

Bone Marrow Donation Leave

Individuals who work 20 or more hours per week are entitled to paid leaves of absence to donate bone marrow. The length of the leave is determined by the Employee, but may not exceed 40 work hours, except with the employer's agreement. PACT Charter School may require physician verification of the purpose and length of each leave. If there is a medical determination that the Employee does not qualify as a bone marrow donor, the paid leave of absence granted to the Employee prior to that medical determination is not forfeited. PACT Charter School shall not retaliate against an Employee for requesting or obtaining a leave of absence.

Election Judges

Employees are required to notify PACT Charter School at least 20 days in advance that the employee will be serving as a Minnesota Election Judge. Employees will be paid their normal rate of pay equal to their normal work hours; however, the employee will be required to reimburse PACT Charter School the amount the employee received while serving as an Election Judge.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures or other natural disasters can disrupt PACT Charter School's normal operating procedures. In extreme cases, these circumstances may require the closing of a work facility. Emergency closing or late start notifications will be communicated via text message, email, and/or phone, posted with local news agencies and on the PACT Charter School website (if accessible).

When the decision to close is made AFTER the workday has begun, employees will receive official notification from Administration. In cases where an emergency closing is not authorized by Administration, employees who fail to report for work will not be paid for the time off. Licensed staff and employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. Hourly non-essential staff may be reassigned to receive regular pay unless closure is a result of an unsafe condition detrimental to an employee's safety.

During special circumstances such as emergency closings, it is necessary to identify which employees are deemed to be essential to school operations not involving student contact. Those employees in the Facilities, Technology, Administration and office personnel are considered essential to school operations not involving student contact.

Jury Duty

Employees are encouraged to fulfill their civic responsibilities and PACT Charter School will abide by all Federal, State, and Local laws regarding jury duty. PACT Charter School will provide time off with pay for up to two weeks for any employee assigned to jury duty upon presentation of the appropriate notice. Employees are required to give as much advance notice as possible. Any payment to the employee from the courts (with the exception of mileage reimbursement) will be required to be turned in to PACT Charter School.

Family and Medical Leave Policy

Employers with 50 or more Employees must comply with Federal Family and Medical Leave Policy. This policy explains your leave rights under the Family and Medical Leave Act ("FMLA") of 1993, as amended. Under this policy, PACT Charter School will grant eligible Employees an unpaid leave of absence (called "FMLA leave") on a 12-month period (fixed FMLA year) for qualifying family and/or medical reasons.

The Department of Labor's "Employee Rights and Responsibilities under the FMLA" is set forth below. If you have any questions about FMLA leave, please contact Human Resources.

1. **Eligibility Requirements:** Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months*, and if at least 50 Employees are employed by the employer within 75 miles.
2. **Basic Leave Entitlement:** FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible Employees for the following reasons:
 - For incapacity due to pregnancy, prenatal medical care, or childbirth;
 - To care for the Employee's child after birth, or placement for adoption or foster care;
 - To care for the Employee's spouse, (step) son, (step) daughter, or (step) parent, who has a serious health condition; or
 - For a serious health condition that makes the Employee unable to perform the Employee's job.

Definition of Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job or prevents the qualified family member from participating in School or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

3. **Military Family Leave Entitlements:** Eligible Employees with a spouse, son, daughter, or parent on active duty or call to covered active-duty status may use their 12 weeks leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling

sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise on the temporary disability retired list for a serious injury or illness*; or 2) a veteran who was discharged or released under the conditions other than dishonorable at any time during the five year period prior to the first year the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. However, the employee will only be entitled to a total of 26 weeks for *all* leave taken during that twelve-month period (including FMLA leave taken for other reasons).

**The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”*

4. **Use of Leave:** An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
5. **Employee Responsibilities:** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When a 30 day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

6. **Employer Responsibilities:** Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the Employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the Employee.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA

7. **Pay and Benefits:** FMLA leave is not a paid leave by PACT Charter School. If the employee has paid time off available, the employee may use the paid time off for the FMLA leave and such time will count both as FMLA leave and as PTO or ESST. Certain employees may be eligible for short-term disability pay in the

event of a serious illness of the employee, but the utilization of paid leave or benefits during FMLA leave shall not extend the FMLA leave beyond the 12- or 26-week limits.

Employees do not accrue paid time off, or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave.

PACT Charter School will continue to provide group health insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave. The employee continues to be responsible for his/hers or her portion of the premium, which will be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from PACT Charter School during the FMLA leave, the employee must pay their portion of the premium to PACT Charter School on or before the time it would be made if by Payroll deduction. If the employee does not return to work at the end of the FMLA leave, the employee may be eligible for COBRA insurance continuation at his/hers or her own cost. In that case, the employee will be required to reimburse PACT Charter School for premium payments made during the FMLA leave.

8. **Return to Work:** Employees returning to work will normally be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Returning employees retain eligibility for any group benefits for which they were eligible prior to the leave, including group health insurance, even if the employee did not pay the employee's portion during the FMLA leave, but PACT Charter School retains the right to recover any unpaid employee portion of group health insurance for the period of the FMLA leave, upon the employee's return to work.

If the FMLA leave was for the employee's own serious illness, the employee must submit a medical certification to PACT Charter School which states that the employee is able to resume work, and perform all the essential duties of his/hers or her position before the employee may be restored to his/hers/her same position. PACT Charter School will provide a list of essential job functions to the employee at the time the leave was designated, so that the treating physician will be able to give an informed opinion about the return to work.

The legal requirements concerning medical and other leaves are complicated. If you have any questions about your entitlement to leave, please feel free to contact Human Resources for more information.

9. **Special Rules Applicable to Employees of Schools**

Special rules for School employees, definitions.

- a. Certain special rules apply to employees of local educational agencies, including public Board of Directors and elementary and secondary Schools under their jurisdiction, and private elementary and secondary Schools. The special rules do not apply to other kinds of educational institutions, such as colleges and universities, trade Schools, and preschools.
- b. Educational institutions are covered by FMLA (and these special rules)
- c. The special rules affect the taking of intermittent leave or leave on a reduced leave schedule or leave near the end of an academic term (semester), by instructional employees. *Instructional employees* are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

- d. Special rules which apply to restoration to an equivalent position apply to all employees of local educational agencies.

Special rules for school employees, limitations on intermittent leave.

- a. Leave taken for a period that ends with PACT Charter School year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of PACT Charter School year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of PACT Charter School year.
1. If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:
 - (i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
 2. These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. *Periods of a particular duration* means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.
- b. If an instructional employee does not give required notice of foreseeable FMLA leave (see §825.302) to be taken intermittently or on a reduced leave schedule, the employer may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

Special rules for school employees, limitations on leave near the end of an academic term.

- a. There are also different rules for instructional employees who begin leave more than five weeks before the end of a term, less than five weeks before the end of a term, and less than three weeks before the end of a term. Regular rules apply except in circumstances when:
1. An instructional employee begins leave more than five weeks before the end of a term. The employer may require the employee to continue taking leave until the end of the term if —
 - (i) The leave will last at least three weeks, and
 - (ii) The employee would return to work during the three-week period before the end of the term.
 - (2) The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if—
 - (i) The leave will last more than two weeks, and
 - (ii) The employee would return to work during the two-week period before the end of the term.

- (3) The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.
- b. For purposes of these provisions, *academic term* means PACT Charter School semester, which typically ends near the end of the calendar year and the end of spring each School year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

Special rules for school employees, duration of FMLA leave.

- (a) If an employee chooses to take leave for periods of a particular duration in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.
- (b) In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The employer has the option not to require the employee to stay on leave until the end of PACT Charter School term. Therefore, any additional leave required by the employer to the end of PACT Charter School term is not counted as FMLA leave; however, the employer shall be required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

Special rules for school employees, restoration to an equivalent position.

The determination of how an employee is to be restored to an equivalent position upon return from FMLA leave will be made on the basis of "established Board of Directors policies and practices, The "established policies" used as a basis for restoration must be in writing, must be made known to the employee prior to the taking of FMLA leave, and must clearly explain the employee's restoration rights upon return from leave. Any established policy which is used as the basis for restoration of an employee to an equivalent position must provide substantially the same protections as provided in the Act for reinstated employees. See §825.215. In other words, the policy or collective bargaining agreement must provide for restoration to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. For example, an employee may not be restored to a position requiring additional licensure or certification.

10. **Enforcement:** An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or Local law or collective bargaining agreement which provides greater family or medical leave rights.

Pregnancy and Parental Leave Minnesota

Employees who work in Minnesota may take up to 12 weeks of unpaid leave during pregnancy or upon the birth or adoption of their child. If you are eligible for Family and Medical Leave they will run concurrently.

Under this policy, employees will be entitled to an unpaid leave of absence for 12 weeks. Employees may use available paid time off.

Parental leave may run concurrently with another type of leave of absence. During any unpaid portion of

parental leave, employees will not accrue paid time off benefits.

While on parenting leave employees are eligible to continue elected insurance benefits. Employees will receive information about the cost and procedure for continuing insurance during unpaid leave.

At the end of parental leave, employees will be reinstated to their same position or if that position is unavailable, to a comparable position. Employees on a pregnancy or parental leave must notify their Manager of their intent to return to work at least two weeks prior to returning.

Failure to return to work will be considered voluntary resignation.

Organ Donation Leave

Employees who work an average of 20 or more hours per week may take a paid leave of absence to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leave shall be determined by the employee but may not exceed 40 work hours for each donation, unless agreed to by PACT Charter School. PACT Charter School may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

School Related Activities Leave

Employees who work an average of 20 hours per week may use up to 16 hours each 12-month period to attend a child's School related activities, or early childhood programs, if those activities cannot be scheduled outside the Employee's work schedule. Employees may take this time unpaid or may use earned vacation or PTO. The employee must give the supervisor reasonable notice of the upcoming absence and make a reasonable effort to schedule the time off so as not to disrupt work.

Personal Leave Policy

Each employee plays a vital role in PACT Charter School's ability to serve its students. Therefore, it is important that all employees be available and present at PACT Charter School when scheduled to work. However, PACT Charter School recognizes that employees occasionally need time away from work to attend to personal matters. In these cases, employees may apply for a personal leave of absence.

Leaves will be granted on a case-by-case basis and are subject to management approval. If you wish to take a personal leave of absence, you must apply in writing to your manager. If possible, your request should be submitted at least 30 days before the intended start date for your requested leave.

Personal leave shall be without pay and without benefits, except that available paid time off may be required to be used to replace regular pay during a personal leave of absence. PACT Charter School will continue its contribution toward the individual's insurance premium payments during the paid portion of a leave. To continue your insurance benefits during any unpaid portion of the personal leave of absence, you will need to regularly submit a check for the entire premium payment to PACT Charter School. COBRA may apply to unpaid portions of personal leaves; see your Supervisor with questions.

PACT Charter School is not required to grant a leave of absence or to reinstate employees to former positions unless otherwise required by State or Federal law.

Military Leave USERRA

PACT Charter School complies with applicable Federal and State law regarding military leave and

re-employment rights. Unpaid military leave of absence will be granted to members of the Uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and all amendments thereto and all applicable State law. Appropriate documentation is required to be turned in to Human Resources prior to the necessary leave unless military necessity makes this impossible. Employees who complete a military leave of absence will be reinstated to the employee's previous or similar job in accordance with State and Federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, please contact Human Resources.

Family Military Leave

PACT Charter School will grant an unpaid leave of absence of up to 10 working days to qualified employees under the following conditions:

- The employee's immediate family member must be a member of the armed forces and has been injured or killed while engaged in active service, or
- The employee's immediate family member has been ordered into active service in support of a war or other national emergency.

Immediate family member includes parent, child, grandparents, spouse or siblings. Employees may use available paid time off during the time away.

The employee should give as much notice as practicable to take a leave under this policy.

Minnesota Voting Leave

Employees generally will have sufficient time to vote before or after their regular workday. However, if necessary, you may be absent from work to vote during Election Day without reduction in pay.

Holidays

Employees not under an Employment Agreement but scheduled, budgeted and working an average of 20 or more hours per week throughout the school year will be paid on a prorated basis for any of the 12 holidays that fall within their employment period. Employees are discouraged from working on paid holidays unless prior approval has been obtained from their supervisor and Administration.

The holidays are as follows:

- Labor Day
- Thanksgiving break Thursday and Friday
- 1 prearranged day during winter break (for employees scheduled to work directly with students, time must be taken in the first pay period of the break)
- Christmas Day
- New Years Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Fourth of July

If a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

Employees (whose position is related to student contact days) should not use PTO to extend any of the holidays/school breaks (either before or after) without the prior approval of Administration.

An employee must be in pay status on the working day before and the working day after a holiday in order to be eligible for holiday pay. This means the employee must work his/her regularly scheduled workday immediately before and immediately after the holiday or be on a previously authorized leave with pay to be eligible for holiday pay. If an employee does not work the immediate workday before or after a holiday, he/she will not be paid for the holiday. If a holiday payment has already been made prior to the missed workday, the hours paid will be deducted from the next paycheck. Temporary employees are not eligible for holiday pay. Employees under an Employee Agreement should refer to their agreement for holiday pay.

Holiday Premium Pay

Any non-exempt employee who is requested to work or scheduled on any paid holiday, as per the employee handbook, shall be compensated at time and one-half rate.

Earned Sick and Safe Time (ESST) Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave.

Employees who are under an Employment Agreement should refer to that agreement for information regarding their PTO and ESST.

Coaches, Casual Employees and Staff Scheduled to Work Under 1,416 Hours in a Year will accrue one (1) hour of ESST for every 30 hours worked up to a maximum of 48 hours in an accrual year. Employees can carry over accrued ESST into the next year up to a maximum of 80 hours. There is no annual payout of unused ESST. ESST will not accrue above 80 hours at any time. ESST cannot be used until it is allotted. A year for purposes of these employee's ESST accrual is an employee's work anniversary period.

Licensed, School Year Staff Scheduled to Work More Than 1,416 Hours in a Year and Year-Round Staff will receive 48 hours of ESST, available for immediate use at the start of each school year. Unused ESST hours are paid out at the end of the accrual year at the employee's base rate. A year for purposes of these employee's ESST accrual is the school year period.

The ESST hours the employee has available, as well as those that have been used in the most recent pay period, will be indicated on the employee's earnings statement that they receive at the end of each pay period.

ESST will be paid at the same hourly rate employees earn from employment.

Employees are not required to seek or find a replacement for their shift to use ESST. Employees may use PTO or ESST for all or part of a shift, depending on need.

Payout of ESST at Termination

ESST leave is not paid out at the time of termination. If an employee is rehired within 180 days, any remaining ESST will be reinstated at that time. This ESST leave policy does not create a contract.

Earned Sick And Safe Time Can Be Used For:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and

- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

A “Family Member” Means:

- an employee’s:
 - child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
 - spouse or registered domestic partner; or health condition
 - sibling, stepsibling, or foster sibling
 - biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child
 - grandchild, foster grandchild, or step grandchild
 - grandparent or step grandparent
 - a child of a sibling of the employee
 - a sibling of the parents of the employee
 - a child-in-law or sibling-in-law
- any of the family members listed of a spouse or registered domestic partner of the employee
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- up to one individual annually designated by the employee.

Notifying Employer, Documentation

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their supervisor as far in advance as possible, but at least three (3) days in advance. In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

Employees may be required to provide certain documentation regarding the reason for their use of earned sick and safe time if it is for more than three consecutive days.

Retaliation, Right To File Complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For More Information

Contact the Minnesota Department of Labor and Industry’s Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department’s earned sick and safe time webpage at dli.mn.gov/sick-leave.

Paid Time Off (PTO)

Paid Time Off (PTO) provides you with the flexibility to use your time off to meet your personal needs. You are eligible to receive PTO if you are a regular status employee scheduled to work at least 780 hours per year.

For all other employees, PTO days are allocated per job classification and up to a certain maximum number of days per job classification (see PTO Table). If a job status change occurs and an employee becomes eligible for

PTO, the date of eligibility is based upon the date of regular job status change.

RETURNING EMPLOYEES:

- PTO cannot be used until it is allotted.
- Employees that work year-round are encouraged to take vacation during the winter, summer and spring breaks, if possible.

NEW EMPLOYEES:

- New employees to PACT Charter School hired after the beginning of the fiscal year (July 1) will be eligible for PTO on a prorated basis.
- Employees are required to complete a Request for Leave/Report of Absence for all prearranged absences.

Paid Time Off (PTO) provides employees with the flexibility to use their time off to meet their personal needs, while recognizing their individual responsibility to manage their PTO. It is important that employees plan ahead for how they will use their PTO. Employees are encouraged to schedule appointments before or after school hours and to hold some time in “reserve” for the unexpected, such as emergencies and illnesses.

PTO days are generally not approved for student contact days during the first two weeks or last two weeks of the school year, beginning on the first day for students and ending on the last day for students, as well as during the last week of semester one and the first week of semester two. To promote a healthy educational environment and provide consistency for the students, PTO should not be used to extend holidays or breaks, such as Thanksgiving Break, Winter Break or Spring Break. Other breaks may be subject to the number of requests that

Employees are required to provide their supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows you and the school to prepare for your time off and assure that all staffing needs are met.

The School may require you to use any available PTO during disability or any other leave of absence. PACT

PTO will not be paid in advance, and employees must take time off in order to receive PTO pay.

Employees will not accrue PTO time while you are on leave of absence or suspension by the school.

PACT is required to track absences for illness, work-related illness/injury, or the attendance of school-related activities for legal compliance reasons. PACT Charter School requires that leave time off is to be used for any absences if available.

Employees accumulate a specified amount of PTO each pay period worked and it is up to the employee to allocate how they will use it. PACT may require employees to use any unused PTO during disability or family medical leave, or any other leave of absence.

EMPLOYMENT POLICIES

Staff Accrual Schedule - PTO	Annual Days and Hours	Annual Accrual Days	Maximum Annual Accrual
All licensed school year employees	177-197 days 8-hour day	2 days at the current FTE, available at the start of the school year	18 days
Non-licensed school year employees	154 days Working at least 780 hours	2 days at the current FTE, available at the start of the school year	80 hours
Year-round full time 1.0 FTE ≤ 5 years	260 days, 8-hour day	12 days - prorated and earned each pay period	18 days
Year-round full time 1.0 FTE 5+ years	260 days, 8-hour day	17 days - prorated and earned each pay period	18 days
Year-round part time at least .5 FTE ≤ 5 years	260 days, 4-hour day	.013/hour up to 24 hours	80 hours
Year-round part time at least .5 FTE 5+ years	260 days, 4-hour day	.036/hour up to 44 hours	144 hours

Employees have the option to carry over up to 80 hours (non-licensed staff) or 144 hours/18 days (licensed and year-round staff) of unused PTO time from year-to-year. Once you reach your cap, you will not accrue any more PTO until the following year. You will not receive retroactive PTO credit for time worked while you were at the cap limit.

At the end of the contract year, licensed staff will have their unused PTO rolled over to the next fiscal year. PTO will not be paid out.

At the end of the school year, school year employees have the option to have up to two PTO days from the current fiscal year paid out at their current hourly rate of pay.

At the end of the fiscal year, year-round employees working less than 1416 hours will have the option to have up to two PTO days paid out at their current hourly rate of pay. Employees working over 1416 hours will not have the option to have PTO paid out at the end of the fiscal calendar.

Employees who work more than 780 hours in a year will be paid for all earned and unused PTO up to the maximum accrual amount for the current fiscal year when you leave the School. At the time of resignation for year-round or licensed employees, including Administration, unused PTO will be paid out up to 10 days if available at the current substitute rate for Teachers and 73% of the base pay for all other licensed staff and year-round staff. At the time of resignation for non-licensed employees, unused PTO will be paid out up to seven days at the substitute rate.

See Scheduling Leave Days for more information.

This PTO policy does not create a contract.

PTO Donation Policy (Null & void effective 1/1/2026)

PACT Charter School recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available PTO (Paid Time Off) time. To address this need, all eligible employees will be allowed to donate accrued personal leave hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees must be employed with PACT Charter School for a minimum of one year to be eligible to donate and/or receive donated PTO (Paid Time Off) time.

Guidelines

Employees who would like to make a request to receive donated PTO (Paid Time Off) time from their co-workers must have a situation that meets the following criteria:

Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child, parent or grandparent.

Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

Donation of PTO (Paid Time Off) Time

- The donation of PTO (Paid Time Off) time is strictly voluntary.
- Recipient identity will not be disclosed to donating employees.
- The donation of PTO (Paid Time Off) time is on an hourly basis, without regard to the dollar value of the donated or used leave.
- The minimum number of PTO (Paid Time Off) hours that an eligible employee may donate is 4 hours per calendar year; the maximum is 40 hours or no more than 50 percent of the employee's current balance.
- Employees cannot borrow against future PTO (Paid Time Off) time to donate.
- Employees who are currently on an approved leave of absence cannot donate PTO (Paid Time Off) time.

Requesting Donated PTO (Paid Time Off) Time

Employees who would like to request donated PTO (Paid Time Off) time are required to complete a Donation of PTO (Paid Time Off) Time Request Form and submit it to human resources.

Requests for donations of PTO (Paid Time Off) time must be approved by human resources and the employee's immediate supervisor.

If the recipient employee has available PTO (Paid Time Off) time in his or her balance, this time will be used prior to any donated PTO (Paid Time Off) time. Donated PTO (Paid Time Off) time may only be used for time off related to the approved request.

Employees who receive donated PTO (Paid Time Off) time may receive no more than 24 hours within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

General Workplace Guidelines

Student and Family Handbook and Board Approved Policies

All employees must read and understand the Student and Family Handbook and other Board of Directors approved policies and trainings. These documents will direct you on student, family and facility expectations to ensure compliance with our mission and the safety of our School.

Failure to follow these documents may result in disciplinary action, up to and including termination of employment.

Access to Personnel Files

Personnel files are the property of PACT Charter School, and access to the information they contain is restricted to those who need to know such information in order to perform their jobs. Employees should notify Human Resources whenever there is a change of address, telephone number, marital status, emergency contact, number of dependents, or beneficiary.

If an employee wishes to view their Employee/Personnel File, they must request this in writing. A meeting will be set with the employee and a representative from Human Resources will be in attendance when the employee reviews their file.

After the review takes place, an employee has the right to make a written request for a copy of those records. PACT Charter School will comply with this request within five business days.

Employees have the right to dispute information contained in their personnel file. If an employee has a dispute, they are to contact Human Resources in writing as to the nature of their dispute. Within 10 business days, a meeting will be held with the employee, employee's Supervisor, and an Executive Director of HR & Operations to discuss the information disputed by the employee. An attempt to resolve the dispute will be made at that meeting. If no resolve is made, the information will be sent to the PACT Charter School Board Officers and within 10 business days, the PACT Charter School Board Officers will draft a recommendation to the PACT Charter School Board, which will be presented at the next scheduled board meeting. The PACT Charter School Board of Directors will then make a decision on the dispute. This decision will be final.

Only authorized personnel, who have a legitimate reason, will have access to employees' personnel files. However, the school will cooperate with and provide access to personnel files to law enforcement officials, local, state, or federal agencies, in accordance with applicable law. All requests to review an employee's personnel file should be referred to the Human Resource Department.

Confidential health/medical records are not included in personnel files. The school will safeguard them from disclosure and will divulge that information only (1) as allowed by law; (2) to the employee's personal physician upon written request of the employee; or (3) as required for workers' compensation cases.

Children (of Employees) in the Workplace

In order to ensure a high level of professionalism and maximum productivity, and to minimize classroom disruptions and distractions, PACT Charter School has established the following guidelines for children of employees in the workplace during scheduled work hours:

Guidelines:

- PACT Charter School recognizes the need for employees (with children that attend PACT Charter School) working student contact days to transport their children to and from school. As a result, PACT Charter School will allow PACT Charter School students of employees to enter the building prior to the school day and remain after the school day. It is expected that parents make arrangements for adequate supervision, especially in situations where confidential matters may be discussed, such as Individual Educational Plan (IEP) meetings.
- Children of employees are not allowed at the employees' assigned committee meetings.
- Children of employees should not be at school on non-student days, unless for school-related reasons.
- Children of employees who are elected to the Student Council may attend after-school or evening committee functions.
- Children of employees may not visit with their parents during scheduled work (for the employee) or class (for the student) time, unless in case of emergency.

These guidelines are made in order to accommodate the needs of our staff and families. It is assumed that all employees will use them responsibly. Any exceptions should be approved through the Executive Director of Human Resources & Operation and/or the Superintendent.

Closing Procedures

To ensure the safety and security of the students, employees and site, the last person who exits the building needs to ensure that the building is secure. All the doors and exits should be locked. Concerns should be brought to the attention of the Executive Director of Human Resources & Operations.

Criminal Background Check

PACT Charter School requires criminal background checks for all employees upon hire. The school will require payment for the background check from the employee and will require a check or money order as a contingency of employment. Employees or applicants for employment at PACT Charter School may be asked to sign certain authorization and release forms as requested, as a condition of employment.

The school recognizes the importance of maintaining a safe place for our students, staff, parents and volunteers. For purposes of furthering these concerns and interests, the school reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the school.

Criminal background checks will be completed for each employee, at the school's expense, every three years after the employee's initial hire date. For further information about criminal background checks, please see Human Resources.

Notification of Criminal Conviction

Employees must notify the Executive Director of Human Resources & Operations of any criminal conviction, guilty plea, plea of no contest, or deferred adjudication. PACT Charter School will determine whether any employment action is warranted as a result.

Federal Drug-free Workplace Act Requirements

PACT Charter School and its employees require the following:

- An employee shall notify his or her supervisor or other appropriate management representative of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

- PACT Charter School shall notify any federal granting/contracting agency within ten days of having received notice that an employee engaged in the performance of such contract or grant has had a criminal drug statute conviction for a violation occurring in the workplace.
- PACT Charter School will take appropriate personnel action against any employee who is convicted for a violation occurring in the workplace or will require the employee's satisfactory participation in a drug abuse assistance or rehabilitation program.

Code of Ethics for Minnesota Teachers (8710.2100)

This policy applies to employees under an employment agreement/Licensed Staff.

Subpart 1. Scope. Each teacher, upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles that defines professional conduct. These principles are reflected in the following code of ethics, which sets forth to the education profession and the public it serves standards of professional conduct and procedures for implementation.

This code shall apply to all persons licensed according to rules established by the Professional Educator Licensing and Standards Board.

Subpart. 2. Standards of professional conduct. The standards of professional conduct are as follows:

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

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, PACT Charter School expects employees to follow rules of conduct that will protect the interests and safety of all employees and the school.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Conduct deemed harmful, negative or not in the best interests of PACT Charter School
- Theft or inappropriate removal or possession of property
- Sexual or other unlawful or unwelcome harassment
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Falsification of electronic timekeeping records

- Working under the influence of alcohol or illegal drugs
- Use of tobacco products on PACT Charter School property or at school-sponsored events off property
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, while operating tools and equipment, or while attending school-sponsored events
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of PACT Charter School property
- Violation of safety or health rules
- Possession of firearms, explosives or other dangerous or unauthorized materials, at PACT Charter School or at any school sponsored event off property. (The prohibition on carrying firearms while working applies even if the employee has a legal permit to carry such weapon)
- Excessive absenteeism or any unexplained or unreasonable absences
- Unauthorized absence from work area during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unsatisfactory performance or conduct
- Violation of State or Federal laws and/or PACT Charter School policies

Communications

Media Relations

Employees should not speak to the media on PACT Charter School's behalf without contacting the Superintendent. All media inquiries should be directed to the Superintendent and the Director of Communication & Community Engagement.

Official Memoranda

All memoranda regarding PACT Charter School's procedures and administration or which affect PACT Charter Schools personnel as a whole must either originate from or be approved by the Superintendent prior to circulation.

Confidentiality

PACT Charter School is committed to protecting the privacy of individuals (employees and students) and the confidentiality of records. Employees must: (i) treat as confidential all Proprietary Information (as hereinafter defined) that may be made, or become available, to employee; (ii) not disclose any Proprietary Information to any competitor, student, parent/guardian or supplier of PACT Charter School or to any other person for any purpose without the proper written consent of PACT Charter School; (iii) use all Proprietary Information only in connection with the duties of the employee pursuant to the employee's relationship with PACT Charter School and not for the purpose of competing with PACT Charter School or soliciting the PACT Charter School's students, parent/guardian or potential students/families or for any other purpose; and, (iv) will prevent disclosure of any Proprietary Information by, or to, any future student/family, employer, co-worker, employee, partner, agent, or representative of the employee to others and assume liability for any breach of this agreement and for any disclosure, or use, of Proprietary Information by the employee or any of the employee's future students/families, employers, employees, co-workers, partners, agents, or representatives. The employee's obligation to maintain the confidentiality of, and not wrongfully use, the Proprietary Information is unconditional, shall survive the termination of the employee's relationship with PACT Charter School for two years, and shall not be excused whether or not the employee continues the employee's relationship with PACT Charter School.

"Proprietary Information" means any information or compilation of information related to PACT Charter School, which is not generally known to, and readily ascertainable by proper means by, other individuals or entities. Examples of Proprietary Information, not to be disclosed or used except as permitted by PACT Charter School, include, but are not limited to:

- Information concerning PACT Charter School and the PACT Charter School's students' operations, products, technology, designs, drawings, patents, ideas, procedures, practices, finances, accounting, and legal matters;
- Information concerning PACT Charter School's sales, marketing, service, bidding, leasing, pricing and cost activities and strategies, and strategic business planning activities;
- Information concerning PACT Charter School's, present or potential students/families and their dependents (hereafter referred to in this paragraph as "Clients"), including the names, addresses and telephone numbers of Clients; the Clients' financial, medical and personal information; the identity of the individuals responsible for purchasing services on behalf of Clients; the contents of contracts and agreements between PACT Charter School and Clients;
- Anything marked or stamped "confidential" and/or similar marking; and,
- Any information that PACT Charter School is required by law or contract is to be kept confidential.

Employee agrees that all documents and other tangible property of any nature pertaining to activities of PACT Charter School or to any Proprietary Information, in the employee's possession now or at any time during the period of employee's relationship with PACT Charter School, including, without limitation, memoranda, notebooks, notes, data sheets, records, blueprints, and electronic or mechanical data storage devices and records, are and shall be the property of the school and that they and all copies of them shall be surrendered to PACT Charter School whenever requested by PACT Charter School from time to time and immediately following termination of the employee's employment for any reason. Violation of this policy could lead to discipline, up to and including termination.

Copyright/Trademarks

Respect all copyright and other intellectual property laws. For PACT Charter School's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including PACT Charter School's own copyrights, trademarks and brands.

Data Privacy - Students

All employees of PACT Charter School are expected to follow laws regarding data privacy for students. Requests for information regarding students should be directed to the Superintendent or the Executive Director of Human Resources and Operations.

Department of Education - Licenses

All teachers are responsible for making sure that their licenses are up to date. A copy of each teacher's current license should be on file in the office. PACT Charter School will provide clock hour certificates for all professional development activities offered by PACT Charter School. Teachers will receive support from PACT Charter School in the process of renewing professional licenses. However, it is the teachers' responsibility to establish a timely plan and fulfill requirements for completing the renewal process.

Dress Code Guidelines

PACT Charter School values individual expression and recognizes the diversity of styles and preferences in personal dress. At the same time, we maintain high standards for professionalism and appropriateness in the educational environment. Staff attire influences student behavior, community perception, and the overall school culture.

General Guidelines

- Staff are expected to wear **business casual attire** that reflects professionalism and aligns with the responsibilities of their day (“**dress for your day**”).
- Clothing should allow staff to perform their job duties safely and effectively without restriction.
- Attire should reflect good judgment and maintain a positive, professional image in alignment with current fashion trends, community expectations, and considerations of health and safety

Exceptions and Modifications

Occasional exceptions to the dress code may be appropriate during special events or designated school activities, such as:

- Spirit Week
- Field Day
- Educational or thematic programming

Staff participating in such events should use sound professional judgment and are expected to consult with their supervisor when choosing attire that deviates from the standard guidelines.

Drugs and Alcohol Use

It is the policy of PACT Charter School to create a drug and alcohol-free workplace. The use of controlled substances (including legalized cannabis), alcohol, or the misuse of other drugs, (including prescribed medications which adversely affect an employee’s ability to perform their job duties), is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facility to unacceptable safety risks, and undermines PACT Charter School’s ability to operate effectively and efficiently.

Therefore, all use, possession, manufacture, sale, solicitation, distribution, dispensation, or transfer of controlled substances (including legalized cannabis) or alcohol while an employee is on school premises, including parking lots or while operating school machinery, equipment, vehicles, or while engaged in school business off premises, are strictly prohibited. Additionally, whenever appropriate, illegal substances found on PACT Charter School premises, including school parking lots, machinery, equipment, or vehicles, will be turned over to the Local law enforcement agency for further investigation and follow-up, including criminal prosecution.

PACT Charter School further requires that employees report to work fit for duty and free of any adverse effects of controlled substances (including legalized cannabis), alcohol or prescribed medications.

Employees in “safety sensitive positions” must report to their manager when they are taking any prescription or over the counter medication known to cause an adverse side effect that could interfere with the employees’ ability to safely perform their job (e.g., motor ability, judgment, reflexes, etc.). A “safety sensitive position” is a job in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person. Employees may be required to provide medical verification from a health care provider of ability to perform job duties while taking the prescribed medication. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Employee Identification and Access Cards

Identification cards are issued to all permanent full- and part-time employees. Temporary, on-call, and seasonal workers are generally not issued an employee identification card. Departments requiring temporary workers to carry identification may request a department card. This card is for identification purposes only and does not provide privileges to PACT Charter School's facilities. This MUST be worn or carried on their person during working hours.

Access cards may also be granted to the employee at the discretion of their supervisor and Administration. If and when an employee terminates employment with the School, the identification and access card must be surrendered to either Human Resources or the supervisor.

Computer Resources/Technology Use

Employees who have been given the privilege of using PACT Charter School computer-based resources shall use them in a manner that fully complies with the law and with PACT Charter School policies and procedures. Multi Factor (dual factor) authentication is required for all Google accounts. Employees who have knowledge of passwords or other confidential information that could be used to gain access to PACT Charter School computer systems shall hold such information in confidence. Software not properly licensed or obtained from unauthorized sources could present security and legal threats to the school and is prohibited. Contact Technology if you have software that is in question. Those who use PACT Charter School computer resources in a manner that is in violation of these standards, or the law will be subject to disciplinary procedures, including and up to termination.

Software Licenses

PACT Charter School has licensed copies of computer software from a variety of publishers. Licensed and registered copies of software programs have been placed on computers owned by the school and appropriate backup copies made in accordance with the licensing agreements. No other copies of this software or its documentation can be made without the express written consent of the software publisher. PACT Charter School will provide legally acquired software to meet all legitimate needs. In some cases, the license agreements for a particular software program may permit an additional copy to be placed on a portable computer or home computer for school purposes. Employees will not make such additional copies of software or documentation for the software without the approval of PACT Charter School's Director of IT. The unauthorized duplication of copyrighted software or documentation is a violation of the law. Employees who make, acquire, or use unauthorized copies of PACT Charter School's computer software or documentation will be subject to disciplinary procedures, including and up to termination

Monitoring Use of Technology Resources

PACT Charter School reserves the right to protect its investment in technology resources by enforcing strong internal controls to prevent the illegal use of resources, including the making or use of unauthorized copies of software or illegal or improper data, including text files and images.

While PACT Charter School respects the privacy of its employees, its computer assets (equipment, networks, software, etc.) are intended for school use. As such, individuals should have no expectation of privacy regarding those assets.

Electronic mail is a school resource and is provided as a school-related communications tool. Employees with legitimate business purposes may have the need to view their electronic mail messages. It is also possible that others may view messages inadvertently, since there is no guarantee of privacy for an electronic mail message. Confidential information should be restricted to "hard copies" as much as possible. Personal emails should be sent and received outside of work hours. Employees should use good judgment when using the electronic mail system. All computers are the property of PACT Charter School. Employees are expected to abide by the Acceptable Use Policy found in the Family Handbook.

Internet Use:

Internet access to Employees is based upon work need with the intent that it be used for work purposes. Employees are strictly prohibited from using their Internet access in any manner that violates the law or PACT Charter School policy, including but not limited to PACT Charter School’s Sexual Harassment and Offensive Behavior/Workplace Harassment and in the Workplace Violence policy. Employees are also prohibited from downloading copyrighted information without receiving proper authorization.

Employees should not send or receive by any manner copyrighted materials, trade secrets, confidential or proprietary information, financial information, or other such information without prior authorization.

Violation:

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Nepotism Policy

DEFINITIONS

- “Immediate Family” means the employee’s spouse, registered domestic partner, child, parent, brother, and sister, brother-in-law, sister-in-law, mother and father-in-law, son and daughter-in-law, grandparent, grandchild, or step-relatives or domestic partner-relatives in one of these relationships.
- Relatives beyond “immediate family” – A relative may include aunt, uncle, niece, nephew, first or second cousins.
- Nepotism – Nepotism is favoritism shown to relatives by those with power or influence, especially in hiring, or favoring the relative in scheduling, promotions, salary or compensation, disciplinary issues, etc.

POLICY STATEMENT

The immediate family members and those living together as domestic partners of current employees will not be employed by the school under any of the following circumstances:

1. Where one of the parties would have authority, or practical power, to supervise, appoint, remove, or discipline the other;
2. Where one party would be responsible for auditing the work of the other; or,
3. Where other circumstances exist which would place the parties in a situation of actual or reasonably foreseeable conflict between the interest of one or both parties and the best interests of the school.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. If two employees marry or begin living together as domestic partners, and as a result, the circumstances prohibited exist, only one of the employees will be permitted to stay employed with the school. The decision as to which employee will remain with the school must be made by the two employees within thirty (30) calendar days of the date they marry or begin living together as domestic partners. If no decision has been made during this time, the most recently hired employee will be terminated.

In considering the employment of an employee’s “immediate family” or a relative beyond “immediate family” members, the school must ensure that the relative has:

- The appropriate education and or credential for the job
- Outside work experience related to the position, and that,
- The position is an existing and vital position with a published job description, determined pay and performance expectations

The position opening must be posted and the potential candidates vetted in accordance with the human resource policies and procedures of the school.

A potential employee has the responsibility to notify the hiring agent of any relationship to current Employees.

All incoming employees shall be required to read and sign PACT's nepotism policy upon employment.

Non-Fraternization

The interactions between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in an educational setting; and consistent with PACT's mission. Even if a student participates willingly in an activity, prohibited interactions between staff and students (regardless of the student's age) are a violation of this policy.

PACT expects its staff to maintain appropriate professional relationships with students in particular, and any youth in general, and be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their supervisor or Human Resources if they are unsure whether particular conduct may constitute a violation of this policy.

Employees must understand that even an appearance of inappropriate relationships will adversely impact their effectiveness in the school environment.

Many personal relationships are entirely appropriate and develop through family or neighborhood interactions with respect and adherence to the appropriate standards of professional conduct. To the degree that such relationships develop or exist, it is the staff member's responsibility to ensure that such relationships continue along and within appropriate boundaries.

Prohibited Conduct

Staff members are prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property and whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed:

1. Engaging in any romantic or sexual relationships with students, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments between staff and students, regardless of whether staff or student initiates the behavior, whether the relationship is consensual, or whether the student has parental permission, unless the employee is a student him/herself;
2. Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff-student relationships and in which the relationship could reasonably cause a student to view the staff person as more than a teacher, administrator, or advisor;
3. Initiating or continuing communications with students for reasons unrelated to any direct educational or emergency purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, Facebook or other social networking sites; webcams; or photographs;
4. Providing alcohol or drugs (regardless of age) to students - either prescription or illegal (except for those provided in accordance with PACT policy on medication administration); and
5. Transporting students unless part of the staff member's job description, or when given approval by Human Resources (e.g., when the employee's child is friends with the student).

Reporting Procedures

Any person with knowledge or suspicion of an improper relationship between staff and a student must immediately report the conduct to school administration. Nothing in this paragraph is intended to relieve mandated reporters of their obligations under state and local statutes.

Mobile Device Policy

PACT Charter School must maintain a productive and professional workplace, free from distractions. PACT Charter School also understands Employees use their mobile devices to communicate their personal information to others. Use of a mobile device, including the technology that the mobile device contains (to include, but not limited to cell phone, internet access, email, text messaging, cameras, recording devices, etc.), during School time, must use the following guidelines:

- Phone ringtones should be appropriate sounds that are kept silent during the work day.
- Usage of a camera is not allowed in private areas such as; bathrooms, break rooms, locker rooms, or other areas where others change..
- Mobile devices are not allowed to be used while driving for work unless vehicles are equipped with hands free technology. Employees must abide by all Local laws regarding using mobile devices when driving during School time.
- Personal use of a mobile device during working time should be kept to a minimum. Employees may use mobile devices during their regularly schedule breaks or lunch times.
- Mobile devices should not be used during scheduled meetings or appointments. Employees should put their mobile device on “silent” or “vibrate” during meetings so the device is not an interruption. Only extremely important calls should prompt you to excuse yourself from the meeting to take the call outside of that location to lower disruption.
- Employees need to keep their voice in a low tone when speaking on their device during the workday.
- During an emergency situation, employees may use their mobile device to get assistance. .
- Personal use of mobile devices during working time must comply with all other school policies to include Sexual Harassment, Offensive Behavior, Workplace Harassment, Workplace Violence and Social Media.
- You are responsible for your mobile device during work. PACT Charter School holds no responsibility if the device is stolen or damaged during the work day.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Telephone Use Policy

Classroom telephones and cell phones provide convenient communications and an added measure of security. To prevent this tool from becoming a distraction during instructional time, the following use policy will be followed:

- Incoming calls to employees will be received at the front office where the teaching schedule will guide how the call is delivered. If the call arrives during instructional time, it will be sent directly to the employee’s voicemail, if available. If the call arrives during a planning time, the classroom phone will ring prior to switching to voicemail, when available.
- Staff may use internal extensions to communicate instructional concerns. Employees should rely on voicemail to receive internal calls during instructional time.
- The front office should be notified as soon as possible of an emergency call (911) having been placed.
- For staff with a voicemail, they should record a professional external greeting. Calls should be returned within 48 hours (excluding days off).

- All parents should be notified of the proper procedure for contacting staff.
- Long-distance calling should only be made on administrative phones for business purposes only, and whenever possible, the use of toll-free numbers is encouraged.
- Within five business days, employees should delete all phone messages in their voice mailboxes.
- To limit distractions and to maximize instructional time for the students, except for emergencies, the use of personal cell phones is prohibited during instructional time.

No Solicitation - No Distribution

Non-Employees are prohibited from soliciting employees or distributing literature on PACT Charter School premises.

Solicitation and distribution of literature by employees is prohibited on school premises when the employees involved are scheduled to be working or at any time in working areas of the building or in any location where students or the public are present. Solicitation of employees by other employees is permitted during non-working times in non-working areas of the building (for example, in the break-room during breaks or meals) to which the public is not admitted. We encourage employees who wish to solicit financial or other support from their fellow employees for any cause, charitable, political, or employment-related, to do so off PACT Charter School premises and maintain respectful communication.

Parking

The School has on-site parking. The spaces that are available to staff are labeled accordingly. Other parking is available on the street at the employee's risk.

Performance Evaluations

The primary objective of performance evaluations is to provide information to employees concerning their success in accomplishing the responsibilities of their jobs. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. Additional performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks; identify areas of improvement; encourage and recognize strengths; and discuss positive, purposeful approaches for meeting goals. To meet this objective, PACT Charter School needs open and ongoing communication between supervisors and staff members. In general, it is the goal of PACT Charter School to conduct a formal performance review on a yearly basis. Employees that provide services occasionally or have a lapse in normal employment for greater than two months may be subject to review date changes.

Every effort will be made to complete Employees under an Employment Agreement/Licensed Staff final evaluations by April 15. These evaluations will be conducted by the assigned director or designee, or the employee's direct supervisor, and will consider employee, supervisor and, when appropriate, and parental input..

Personnel Files

Personnel files are maintained in the Human Resource Office. The file contains materials such as the employment application, records of training, resume, salary history, and performance evaluations.

It is important that the personnel records of PACT Charter School be accurate all times. In order to avoid issues compromising benefit eligibility or having W2s returned, PACT Charter School expects that employees will promptly notify Human Resources of any change(s) in the following:

Home address and phone number. Staff are responsible for changing their address or phone number through the Smart Employee Self-Serve online option and in Absence Management (Frontline).

Legal change of name. PACT Charter School will not complete a name change, unless proper documentation is provided. Human Resources requires documentation that indicates that the name change has been completed. Acceptable forms of documentation are the social security card and a photo ID, such as a driver's license.

Individuals to be contacted in the event of an emergency. Staff are responsible for changing emergency contact information through the Smart Employee Self-Serve online option.

- Change in number of dependents
- Change of marital status
- Wish to change insurance beneficiary
- Wish to change tax exemptions
- Educational accomplishments, or any other pertinent information which may change.

Some positions at PACT Charter School require a current license. Employees are responsible for maintaining a current license and providing a copy of the official document to Human Resources. Failure to meet the requirements and/or qualify for the appropriate certificate or license may be cause for termination.

Progressive Discipline

The purpose of this policy is to state PACT Charter School's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best corrective action measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

PACT Charter School's own best interest lies in ensuring fair treatment of all employees and in making certain that corrective actions are prompt, uniform, and impartial. The major purpose of any corrective action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Corrective action may call for any of the following steps -- verbal warning, written warning, improvement plan, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most Corrective action problems, the following steps will normally be followed: a first offense may call for a verbal warning, a next offense may be followed by a written warning, another offense may lead to an improvement plan or a suspension, and still another offense may then lead to termination of employment. If more than 12 months have passed since the last disciplinary action, a determination will be made and the process may or may not start over.

PACT Charter School recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, the goal is that most employee problems can be corrected at an early stage, benefiting both the employee and PACT Charter School.

PACT Charter School may in its sole discretion utilize disciplinary measures short of termination. This in no way affects PACT Charter School's right, however, to terminate an employee at will.

Reference Checks/Employment Verification

To ensure that individuals who join PACT Charter School are qualified and have a strong potential to be productive and successful, it is the policy of PACT Charter School to check the employment references of applicants.

The PACT Charter School Human Resources department often receives calls from financial institutions, mortgage companies and other financial lending institutions regarding credit references. If requested by phone, Human Resources will verify whether or not the employee is indeed employed by PACT Charter School, date of employment and salary, if such information is stated first by the caller.

PACT Charter School Human Resources may respond to reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wages, and position(s) held. Administration may also respond to professional reference check inquiries.

Social Media/ Networking Policy

POLICY STATEMENT

This policy ensures that PACT Charter School’s image is maintained and protected. It is not intended to interfere with the private lives of our employees or stakeholders in leadership roles, or invade their right to freedom of speech.

PURPOSE

PACT Charter School recognizes the importance of using social media as a communication and learning tool. The goal of these guidelines is to assist PACT Charter School employees and stakeholders in leadership roles in navigating the appropriate use of social media in their professional lives.

DEFINITIONS

Social Media: Includes all methods of interaction online in all forms of user-generated and distributed content, including but not limited to, blogs, social networking sites (e.g., Facebook, Twitter, Instagram, SnapChat, TikTok, etc.).

Professional Use: Refers to using social media to advance a segment or function of PACT Charter School as part of your job responsibilities. **Stakeholders in Leadership Role:** Refers to non-employees who hold leadership roles, including but not limited to the School Board of Directors, chair/co-chairs of a committee or administrative team, or administrators on social media accounts bearing the PACT name. This document will call individuals in these roles “stakeholders” throughout this policy.

Personal Use: Refers to things you may do to socialize or advance yourself personally, although this may include some professional activities like published articles or blogs.

PROFESSIONAL USE OF SOCIAL MEDIA

PACT Charter School employees and stakeholders who maintain or post on professional social media pages or accounts for the school are required to comply with the following guidelines:

1. Representing PACT Charter School as a whole is reserved for Administration. No unauthorized person or group should seek to speak for the school or secure an account or name that represents the entirety of PACT Charter School.
2. The Director of Communication and Community Engagement must approve social media sites or social groups representing segments of the PACT Charter School identity. Those seeking to create an online account should first contact the Director of Communication and Community Engagement for assistance in naming the account and best practices. The Director of Communication and Community Engagement will track all social media

- accounts, including usernames and passwords, and be an administrator on the account. Non-official PACT accounts or groups may not use the PACT name or identity. Social media accounts that do not comply will be asked to close the account or face legal action.
3. PACT social media accounts should be created using a generic PACT email address assigned to them by the Technology Department and should refrain from using individual email or phone numbers to assist with smooth transitions.
 4. Postings may not conflict with any of PACT Charter School's existing policies and must be professional, accurate, and unbiased.
 5. Employees and stakeholders may not disclose information on any social media network that is confidential or proprietary to PACT Charter School, its students, or data privacy laws.
 6. Trademark, copyright, and fair use requirements must be respected. Always cite sources and references, and whenever possible, link back to them.
 7. Posts involving the following will not be tolerated and will subject the individual to disciplinary action:
 1. Discriminatory statements or sexual innuendos.
 2. Defamatory statements, offensive photos, negative, biased, and inaccurate comments regarding PACT Charter School, its employees, students, and programs/decisions.
 3. Use of obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illicit drugs, sexual behavior, or sexual harassment.
 4. Information or communication that violates state or federal laws.
 5. Images of students posted without parental consent, except for images of students taken in the public arena, such as sporting events or fine arts public performances.
 6. Any non-public images of the school premises and property, including floor plans.

An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines outlined in this policy may be subject to discipline, up to and including termination of position (for employee). A stakeholder in a leadership role who is responsible for a social media network posting that fails to comply with the rules and guidelines outlined in the policy may be subject to discipline by the School Board of Directors Chair and assigned administrative representative, up to and including removal from their position. Employees and stakeholders will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information or information that violates the privacy rights of others. Employees are legally liable for anything they write or present online.

SOCIAL MEDIA PERSONAL USE

PACT Charter School strives to maintain a positive image in the community and has adopted this social media usage policy to ensure our employees and stakeholders are aware of their responsibility to maintain a positive image as a representative of our school. PACT Charter School employees that have personal social media pages (including, but not limited to, forms of online publishing and discussion, including blogs, wikis, file-sharing, user-generated video and audio, virtual worlds and social networks) are expected to comply with the following guidelines set forth within this policy:

1. Use of personal social media should not conflict with any of PACT Charter School's existing policies, including but not limited to those found in the Employee Handbook.
2. As an employee and/or stakeholder of PACT Charter School, online postings always have the potential to impact the school, even those made on a personal level. Online postings should always represent a personal point of view and not necessarily that of PACT Charter School. When posting a point of view, it should neither claim nor imply speaking on PACT Charter School's behalf.
3. Social fraternization through social media between PACT staff and students is discouraged (e.g., the mutual linking of personal accounts).
4. Employees and/or stakeholders may not disclose information on any social media network that is confidential or proprietary to PACT Charter School, its students or employees, and/or that is protected by data privacy

laws.

5. Posts involving the following will not be tolerated and will subject the individual to disciplinary action:
 1. Discriminatory statements or sexual innuendos regarding PACT employees, management, or students.
 2. Defamatory statements, offensive photos, or negative comments regarding PACT Charter School, its employees, or students.
 3. Images of PACT employees on any social media network posted without their consent.
 4. Any information or communication that violates state or federal laws.
 5. Images of students on any social media network posted without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.
 6. Any nonpublic images of the school premises and property, including floor plans.

It is expected that all employees and stakeholders conduct themselves in an appropriate manner and continue to serve as positive representatives of PACT Charter School.

Whistleblower Policy

The Whistleblower Policy (refer to the Minnesota Statute section §181.932) is intended to create an ethical and open work environment and to ensure that PACT Charter School has a governance and accountability structure that supports its mission. It is also intended to encourage and enable the PACT Charter School board of directors, officers, employees and volunteers of PACT Charter School to raise serious concerns about the occurrence of illegal or unethical actions within PACT Charter School before turning to outside parties for resolution. If any stakeholder reasonably believes that some policy, practice, or activity of PACT Charter School violates the law, a written complaint must be filed by that stakeholder with the Superintendent of Schools or a School Board Representative.

PACT Charter School intends to adhere to all laws and regulations that apply to PACT Charter School. The underlying purpose of this policy is to support PACT Charter School's goal of legal compliance. The support of all stakeholders is necessary for 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 PACT Charter School and provides PACT Charter School with a reasonable opportunity to investigate and correct the alleged unlawful activity. These protections are only available to employees that comply with this requirement.

Workplace Safety Safety

PACT Charter School places the highest emphasis on employee safety and complies with all applicable Federal, State and Local safety regulations. To be successful, a safety program requires the cooperation of all school employees at all times.

Employees are also required to promptly report any suspected unsafe condition or safety hazard by contacting the current Executive Director of Human Resources & Operations.

While it is impossible to list each and every safety practice or rule that should be followed, the following are examples of conduct that must be followed:

1. Promptly report any suspected defects in equipment, damage to property, or other potentially hazardous conditions or practices.
2. Operate equipment only when proper guards are in place.
3. Check the condition of equipment before using it.
4. Do not run on School premises..
5. Never repair or adjust equipment unless specifically authorized to do so.
6. Report immediately all accidents and injuries, no matter how slight or seemingly insignificant, to

your supervisor.

7. Perform your job safely and conduct yourself in a manner that ensures your own personal safety and the safety of others.

The above list is by no means exclusive or exhaustive.

Failure to follow the above rules or other general safety practices will be addressed at the sole discretion of PACT Charter School and may result in disciplinary action, up to and including termination of employment.

Accidents/Reporting Injuries

Federal and State OSHA regulations require all employees to immediately report illness or injury incurred while on the job regardless of severity. Please see your supervisor immediately to assist with any illness or injury and to obtain a Notice of Injury form to complete.

Admission of Visitors - School Safety

PACT Charter School is dedicated to maintaining a secure and educationally sound environment for its students and staff. Therefore, to ensure safety, security, and an atmosphere conducive to teaching and learning, it shall be the policy that upon entering the campus, all visitors must report immediately to the office for permission before visiting any part of the campus. Each visitor must sign the visitor log available in the school office. A visitor's badge will be issued and must be worn at all times while on the school campus.

Staff observing unauthorized visitors on campus should follow the school's security guidelines for notifying the office.

Hazardous Substances - Right To Know

All employees have the right to know if there are hazardous substances in the workplace. Supervisors will have information about any hazardous substances, harmful physical agents or infectious agents to which an employee may be exposed. Employees are strongly encouraged to familiarize themselves with the safety guidelines available in their department. It is the supervisor's responsibility to ensure all staff have been trained in Right to Know.

Driver Safety Policy

Vehicle accidents can be costly from the standpoint of human injury, lost working time, vehicle repair, and higher insurance premiums. The purpose of this policy is to set qualifications and rules for drivers of all vehicles, whether owned by our school or you personally, during business/working hours.

An employee can operate a vehicle for business purposes only if they hold a valid license and are covered by personal auto insurance.

Driving Requirements:

While operating a personal vehicle for business use, employees must:

- Observe applicable speed limits at all times.
- Obey all traffic rules and regulations.
- Drive defensively and anticipate driving hazards, such as bad weather and bad drivers.
- Report any and all accidents in which they are involved to the police and their supervisor; and
- Employees are required to follow current State and Federal law regarding use of cell phones while driving a vehicle. PACT Charter School discourages any use of cell phones while driving.
- Drivers and passengers in all vehicles used for school business must always wear safety belts.

Electronic Communication Devices and Equipment Safety While Driving Policy

Safe driving and equipment operation are always PACT Charter School's priorities. PACT Charter School may provide employees access to electronic communication systems in the scope and course of their employment for the conduct of PACT Charter School's business. Employees are required to comply with all state and local laws regarding the use of wireless phones while driving or operating machinery or equipment. Whenever possible, employees should not make or receive telephone calls while driving or operating machinery or equipment. Employees should let incoming calls go to their voicemail and then find a safe place to pull over and park before initiating a call. Under no circumstances should employees use wireless phones during adverse weather or difficult traffic conditions. This employer takes its electronic communication and equipment safety policy seriously. Any violations of this policy will subject employees to disciplinary action, up to and including termination of employment.

PACT Charter School has set a policy that includes firm limitations on the use of cell phones by its employees. The primary function of the vehicle or equipment/machinery operator is safety. Should additional tasks be necessary, they should be handled by a passenger/coworker or the vehicle/machinery/equipment should be stopped in a safe place prior to undertaking any additional tasks, which may inhibit safe operation of the company vehicle.

Discipline:

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Maltreatment of Minors Act Reporting Requirements for Mandated Reporters

The Minnesota Department of Education (MDE) is the agency responsible for assessing and investigating allegations of child maltreatment that occur in Minnesota public Schools.

If you are working within the education system and suspect that a child is being or has been abused or neglected, you are a Mandated reporter and are legally required to make the report to the responsible agency; reporting to your supervisor is not sufficient.

Mandated reporters include professionals and their delegates in the following fields: education, health care, social services, childcare, mental health, law enforcement, correctional services, and clergy.

Persons required to make a report of alleged maltreatment are protected from retaliation if the report is made in good faith. PACT Charter School cannot retaliate against any employee who is required to report and cannot take any adverse actions against the employee for making the report. Adverse actions include, but are not limited to, demotions, suspension, or any change in the employee's assignment. The identity of a reporter is confidential and must be protected.

For information on reporting maltreatment refer to *Maltreatment of Minors Mandated Reporting Policy* located in the main office.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Violence in the Workplace

PACT Charter School is committed to providing its Employees with a safe, non-violent workplace and atmosphere. Employees should not be subject to any safety threats at work from fellow Employees or from relatives, friends, or acquaintances.

The possession, sale, or use of a firearm or other weapon while on School premises, while operating PACT Charter School machinery, equipment or vehicles, while acting in the course and scope of employment for PACT Charter School, or while engaged in school work off premises are strictly prohibited.

Employees have a responsibility to help keep PACT Charter School safe and free of violence. Employees who are aware of co-workers who are engaged in the possession, sale, or use of a firearm or other weapon while on School premises, while acting in the course and scope of employment for PACT Charter School, while operating School machinery, equipment or vehicles, or while engaged in school work off premises should immediately report the conduct at issue to their supervisor.

Employees who receive threats of violence or physical or other harm from co-workers, students, vendors, relatives, friends or acquaintances, or who are aware of such threats, should also immediately report those threats to their supervisor, even if they think the threats are only a “joke.” If you feel that reporting such threats to your supervisor is not effective or possible, or if your supervisor is participating in the threats, then you should report it immediately to:

Tracy Peters, COO – Executive Director of Human Resources & Operations, 762-712-4200 ext. 1113

Sometimes, Employees may receive threats of violence from persons who are not employed by PACT Charter School or may become aware of co-workers who receive similar threats of violence from persons who are not employed by PACT Charter School. If employees believe that these threats may result in harm to PACT Charter School employees or to PACT Charter School property, they should report such threats to their supervisor immediately.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Termination

Separation From Employment

Employees under an Employment Agreement should refer to that agreement for details on termination of employment.

For all other employees, separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION - voluntary termination of employment separation initiated by an employee.

DISCHARGE - involuntary employment separation initiated by the organization.

LAYOFF - involuntary employment separation initiated by the organization for non-disciplinary reasons.

Since at-will employment with PACT Charter School is based on mutual consent, both the employee and PACT Charter School have the right to terminate employment At-Will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state laws.

Resignation is a voluntary act initiated by the employee to terminate employment with PACT Charter School.

Resigning employees must put their resignation notices in writing. To help manage workload and other transition issues, PACT Charter School requests at least 2 weeks' written resignation notice from all employees. Depending upon the circumstances, employees may not be permitted to use paid leave time during their notice periods.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. Terminating employees may be eligible to extend benefits under provision of COBRA. They must contact Human Resources for more information.

Employee Notice of Resignation

Although PACT Charter School expects an individual's employment to be long-term, it understands that many circumstances arise which may necessitate resigning from employment. If an employee decides to resign, they should notify Human Resources in writing. The notice of resignation should be dated with the date the resignation letter was completed. It should list the last day of work, or the date employment will cease, the reason for resignation and should be signed by the employee. Employees under an Employment Agreement should refer to their agreements for information on resignation of employment.

If retiring, staff should follow the same procedures as listed above. If an employee's decision to resign is based upon a situation that could be corrected, the employee is encouraged to discuss it with their supervisor before making a final decision.

Accelerating Notice of Resignation

In appropriate circumstances, PACT Charter School may accelerate an employee's notice of resignation and make it effective immediately or on any other date. Under these circumstances, an employee will be paid through the last day worked.

Resignation

Employees Under an Employment Agreement/Licensed Staff who intend to leave at the completion of their current contract are encouraged to give notice of their resignation with the annual Intent to Return offering. By doing so, it allows the school a better opportunity to find a suitable replacement. In return PACT will continue the employee's benefits at the same rates and contributions based on the following options:

1. Lump Sum Payment
 - a. If the Employee under an Employment Agreement/Licensed Staff gives notice prior to June 15, they have the option to receive one final paycheck for the remaining amount due on their contract. This payment will be made on the next available payroll after completion of their current contract and their resignation is received and acknowledged. If the Employee under an Employment Agreement/Licensed Staff chooses this option, their separation date will be listed as the first day after the completion of their contract. They will be issued COBRA for their benefits. PACT Charter School will contribute the school's portion of any benefits elected by the employee, as well as the benefits with fees only charged to the school (e.g. Life, LTD), for a period of up to 90 days or until the end of August, whichever comes first.
2. Deferred Payment
 - a. If the Employee under an Employment Agreement/Licensed Staff gives notice after June 15th, the only option available is to receive their paychecks and benefits per the approved pay schedule. They will receive their last paycheck on last pay date in August.
 - b. Their separation date will be listed as August 1st. COBRA benefits will be extended upon separation. Employee must accept this option in writing.

Retiring Staff Responsibilities

A retiring staff member should provide written notification of the impending retirement to Human Resources no later than 30 days prior to the last day of employment. In order to expedite retirement benefits, the staff member should notify Teachers Retirement Association (TRA) six months prior to retirement in order to make arrangements for the payment of benefits. Public Employee Retirement Association (PERA) and Teacher Retirement Association (TRA) offer a variety of pre-retirement educational classes; applicable leave time rules would apply if attending a workshop during working time. For further information, please visit the PERA or the TRA website.

Layoff

In the event it becomes necessary to reduce the workforce due to a shortage of work or funding, the abolition of a position or some other material change in duties or organization, Administration and the PACT Charter School Board will make the final decision.

All hourly and exempt employees are At-Will employees. The employer can discharge an employee at any time for any reason with or without cause, and the employee can resign at any time for any reason with or without cause.

Acknowledgment

I have received a copy of PACT Charter School’s Employee Handbook dated 2025-2026 . I understand that the Employee Handbook replaces and supersedes any previous Employee handbook or manual, and any previous communications, whether written or oral, on employment policies or procedures. If there is a conflict between the provisions of this policy and the express terms of an individual employment agreement, the terms of the contract control. I understand that it is my responsibility to read and abide by the policies described in the Employee Handbook. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to disciplinary action, up to and including termination of my employment.

I understand that these policies do not form a contract or an offer of a contract, either express or implied. PACT Charter School is an at-will employer. This means that regardless of any provision in this Employee Handbook, PACT Charter School or I may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will.

I understand that PACT Charter School may modify or cancel any provisions of this handbook or any other policies and procedures on a case-by-case basis and without notice. I also understand that only the Superintendent of PACT Charter School has the authority to enter into individual contracts of employment and does so only by a written agreement signed by the individual Employee and the Executive Dir of HR & Operations.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or Human Resources.

Attached to this Acknowledgment is a summary of all policies found in this Employee Handbook for my reference.

Date: _____

Employee Signature: _____

Employee Name (Please Print): _____

Created for Pact Charter School Secondary Campus
 Attention: Joel Hedberg
 7729 161st Avenue Northwest, Ramsey, MN 55303

Investment Recap

City Wide Facility Solutions Janitorial Service Package

Includes all janitorial services outlined in the service agreement

Pact Charter School – Secondary Campus 2025–2026 Investment Recap									
Month	Number of Full School Days	Price per Full Day	Teacher Only Days/Coming back from	Teacher Only Days/Coming back from winter/summer	Equipment Charge	Equipment Charge per Month	FSM Charge	FSM Charge per Month	Total for Month
July	0	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$474.86
August	4	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$2,042.86
September	19	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$8,397.86
October	20	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$8,814.86
November	13	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$5,895.86
December	13	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$5,895.86
January	17	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$7,563.86
February	18	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$7,980.86
March	18	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$7,980.86
April	18	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$7,980.86
May	14	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$6,312.86
June	0	\$417.00	0	\$0.00	1	\$324.86	1	\$150.00	\$474.86
Total Cost for Year:									\$69,816.32
12 Month Amortization:									\$5,818.03

Yes, please have City Wide manage and order consumable supplies for Pact Charter School Secondary Campus. *

Please note:

*Applicable sales tax will be applied to all consumable orders and will be invoiced separately from the above pricing for janitorial services.

Pact Charter School Secondary Campus

City Wide Facility Solutions

 Authorized Representative Signature

 Authorized Representative Signature

 Printed Name

 Printed Name

 Title

 Title

 Date

 Date

 Start Date

Investment Recap

July:

0 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

August:

4 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

September:

19 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

October:

20 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

November:

13 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

December:

13 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

January:

17 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

February:

18 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

March:

18 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

April:

18 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

May:

14 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

June:

0 Full School Days

0 Teacher Only Days/Coming Back from Winter/Summer Break Days

Terms and Conditions

City Wide Facility Solutions | 11979 County Road 11 #250 | Burnsville, MN 55337

This AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between CW Minnesota Enterprises LLC d/b/a City Wide Facility Solutions ("City Wide") and _____, a sole proprietorship / partnership / limited partnership / limited liability company / corporation /not-for-profit corporation (circle one), organized under the laws of the State of _____ ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

1. **Services and Products.** Services and products (if applicable) will be provided as set forth in a separate document ("Service Agreement") attached hereto. The date City Wide's services ("Services") are to commence shall be set forth in the attached Investment Recap, signed by representatives of both Parties. If no date is set forth in the Investment Recap, then Services will commence on a date mutually agreeable to the Parties.
2. **Performance.** Services shall be provided in a professional and workman-like manner in conformity with the Service Agreement. "City Wide Personnel" consists of City Wide employees, agents and/or independent contractors. City Wide is responsible for satisfactorily providing the agreed-upon Services. If Customer is dissatisfied with the Services performed, the Customer shall promptly notify City Wide management and provide information concerning the area of dissatisfaction.
3. **Invoices.** Customer will be invoiced for the Services provided on or about the first workday of each month in which Services and products are provided. Monthly fees for Services and Products may be prorated by City Wide when appropriate. Terms for ongoing service are Net 30 from the invoice date. WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE. Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon completion of the additional services or delivery of the additional products, and payment will be due upon receipt of the invoice. Any dispute concerning an Invoice or Services shall be identified in writing within ten (10) days of the Invoice or the rendering of the Services, as the case may be. City Wide will charge the Customer a late charge of 2 % per month on all outstanding balances of more than 30 days from the invoice date. Customers shall also pay, where appropriate, all collection costs including reasonable attorneys' fees. All payments hereunder shall be in U.S. Dollars and made by check or electronic transfer.
4. **Price Increases.** Notwithstanding anything herein to the contrary, adjustments to the charges for Services, as set forth in the Investment Recap, may be made in the event that (i) additional workmen are employed by City Wide at the request of the Customer to extend service areas and/or specifications, (ii) additional wages are paid out by City Wide for Services, due to union increases and/or (iii) any other governmental action that directly and materially affects City Wide's costs of Services. Any change in fees for Services requires a 30-day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder in writing prior to the effective date of such increase without penalty. Customer shall immediately notify City Wide in writing of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until written notification of the deletion of square footage has been given by Customer to City Wide. Charges shall be due for an addition of square footage regardless of whether Customer notifies City Wide of such.
5. **Materials.** All cleaning materials and equipment necessary for Services will be furnished by City Wide, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option, City Wide may provide these products for an additional cost. Additionally, if services are terminated prior to 24 months, the remaining balance on the auto scrubber and battery backpack vacuum will continue to be due immediately upon termination. The total for equipment is \$7,796.67 or \$324.86 per month. Should services be suspended for any reason, the amount of \$324.86 for the equipment will continue to be due.
6. **Indemnification.** Customer and City Wide shall fully indemnify, defend and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.
7. **Entire Agreement/Limitation of Damages.** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereto. If terms or provisions herein conflict with the terms or conditions set forth in another agreement between the parties, the terms hereof shall prevail even if the other agreement is entered into prior to this Agreement. City Wide's maximum legal liability and exposure, with respect to conflicts, to Customer hereunder shall not exceed the charges paid by Customer for one month's Services. No oral representations or promises have been made to the Customer.
8. **Relationship of Parties.** Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent. Each Party shall remain responsible for the withholding and payment of all federal, state, and local personal income, wage, earnings, occupations, social security, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective personnel.
9. **Compliance.** The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

- 10. Security. City Wide and its employees, agents, contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer's responsibility to have such items locked in a secured area, where City Wide Personnel do not have access. In the event of a theft, City Wide will fully cooperate with law enforcement agencies.
- 11. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during the term of the Services rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. Insurance certificates will be furnished upon request. In addition, City Wide and/or its agents and contractors shall maintain worker's compensation insurance as required by applicable law.
- 12. Term. The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. Either Party may terminate the Services to be provided hereunder upon thirty (30) days' written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided through the termination date. Notwithstanding the foregoing, it is understood that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period.
- 13. Force Majeure. City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by a force majeure occurrence.
- 14. Assignments. This Agreement shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Agreement and its obligations hereunder.
- 15. Governing Law. This Agreement shall be governed by the laws of Minnesota. The Customer consents to the jurisdiction and venue of any court in Minnesota.
- 16. Arbitration. This Agreement shall be governed by Minnesota law, without reference to conflict of law provisions. The parties agree that any dispute arising from this Agreement, including the interpretation of the Agreement or any party's performance there under, shall be resolved by binding arbitration. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and be conducted before a single arbitrator in Minneapolis, MN. The parties shall equally share the cost of arbitration. The arbitrator may award costs of arbitration to be borne by the party that does not prevail. The parties consent to the jurisdiction of the courts of the State of Minnesota for the purpose of enforcing any arbitration award or for purposes of granting equitable relief that may be necessary prior to arbitration.
- 17. Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement by their duly authorized representatives as of the date first written above.

Print Company's Legal Name Here

Signature: _____

Print: _____

Title: _____

CW Minnesota Enterprises LLC
d/b/a City Wide Facility Solutions

Signature: _____

Print: _____

Title: _____

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.

Service Agreement

City Wide Facility Solutions agrees to keep your building clean and disinfected.

In order to accomplish this, we agree to manage all services listed herein to provide complete and proper maintenance for your premises. We pay special attention to your lobby and restrooms because we understand how critical it is to keep high-profile areas looking good at all times. We disinfect high-touch surfaces with only EPA-registered disinfectants as a crucial step in keeping your employees and visitors healthy.

Entry / Lobby

Services to be performed five nights per week, Monday through Friday:

- ▶ Containers for waste materials will be emptied and waste taken to disposal.
- ▶ Visible soilage on open surfaces of furniture will be damp wiped clean as needed.
- ▶ Drinking fountains will be cleaned with disinfectant.
- ▶ Tile floors will be dust mopped to remove dirt.
- ▶ Tile floors will be spot wet mopped to remove spills and tracking.
- ▶ Carpeting and/or walk off mats will be vacuumed.
- ▶ Fingerprints will be removed from entryway glass.
- ▶ Lights will be turned off as directed.
- ▶ Entrance doors will be secured upon completion of our work.

General Office Areas

Services to be performed five nights per week, Monday through Friday:

- ▶ Containers for waste materials will be emptied and waste taken to disposal.
- ▶ Visible soilage on open surfaces of desktops, furniture, window ledges, two-drawer filing cabinets, counters, and other 30" high horizontal surfaces will be damp dusted as needed.
- ▶ Special attention will be made to remove soda spills and rings on tables and desks.

- ▶ Carpeting will be vacuumed.
- ▶ Tile floors will be dust mopped to remove dirt.
- ▶ Tile floors will be spot wet mopped, as needed to remove spills and tracking.
- ▶ Lights will be turned off as directed.
- ▶ Entrance doors will be secured upon completion of our work.

Break Room

Services to be performed five nights per week, Monday through Friday:

- ▶ Containers for waste materials will be emptied and waste taken to disposal.
- ▶ Sinks will be cleaned and disinfected.
- ▶ Microwaves will be cleaned inside and out.
- ▶ Counters and tabletops will be cleaned with disinfectant, and soda rings removed.
- ▶ Chairs will be low dusted and neatly arranged.
- ▶ Tile floor will be dust mopped to remove dirt.
- ▶ Tile floor will be spot wet mopped, as needed to remove spills or tracking.
- ▶ Lights will be turned off as directed.
- ▶ Doors will be secured upon completion of our work.

Services to be performed as needed:

- ▶ Upholstered chairs will be vacuumed.
- ▶ Walls around trash cans, light switches, and fronts of counters will be cleaned to remove all drips, spills, and fingerprints.

Corridors

Services to be performed five nights per week, Monday through Friday:

- ▶ Drinking fountains will be cleaned with disinfectant.
- ▶ Floors will be dust mopped to remove dirt.
- ▶ Floors will be wet mopped.
- ▶ Carpeting will be vacuumed and spot cleaned as needed where applicable. We account for 3-5 softball size or smaller stains per clean. Larger or greater number of stains may result in a need for special services, and additional charges.

Elevators

Services to be performed five nights per week, Monday through Friday:

- ▶ Tile floors will be dust mopped to remove dirt if applicable.
- ▶ Tile floors will be wet mopped if applicable.
- ▶ Carpeting will be vacuumed if applicable.
- ▶ Carpeting will be spot cleaned if applicable.
- ▶ Stainless steel doors and metal panels will be polished.
- ▶ Fingerprints and smudges will be cleaned from all surfaces.
- ▶ Elevator tracks will be cleaned and vacuumed.

Classrooms

Services to be performed five nights per week, Monday through Friday:

- ▶ Containers for waste materials will be emptied and refuse taken to disposal.
- ▶ Visible soilage on open surfaces will be damp dusted as needed.
- ▶ Carpet traffic patterns will be vacuumed.
- ▶ Tile floors will be vacuumed to remove dirt.

- ▶ Tile floors will be spot mopped, as needed to remove spills or tracking.
- ▶ Clean restrooms to the full scope of work.
- ▶ Lights will be turned off as directed.
- ▶ Entrance doors will be secured upon completion of our work.

Band/Media/Library Rooms

Services to be performed weekly:

- ▶ Carpet traffic patterns will be vacuumed.

Auditorium

Services to be performed two nights per month:

- ▶ Carpet traffic patterns will be vacuumed.

Stairwells

Services to be performed five nights per week, Monday through Friday:

- ▶ Police stairwells to remove debris.
- ▶ Steps will be vacuumed to remove dirt.
- ▶ Steps will be spot mopped as needed to remove spills or tracking
- ▶ Handrails will be wiped down.

Services to be performed weekly:

- ▶ Vacuum all stairwells corner to corner
- ▶ Rubber will be mopped completely.
- ▶ Metal handrails will be damp wiped.

Locker Rooms

Services to be performed five nights per week, Monday through Friday:

- ▶ Containers for waste materials will be emptied and refuse taken to disposal.
- ▶ All open surfaces will be damp wiped.
- ▶ The tops of lockers will be dusted.
- ▶ The sinks will be cleaned and polished.

- ▶ Floors will be vacuumed.
- ▶ Floors will be spot mopped to remove spillage and footprints.
- ▶ Carpet traffic patterns will be vacuumed.

Services to be performed weekly:

- ▶ The showers will be cleaned.

Weight Room

Services to be performed monthly:

- ▶ Containers for waste materials will be emptied and refuse taken to disposal.
- ▶ All open surfaces of furniture, window ledges, counters and other 30" high horizontal surfaces will be damp wiped.
- ▶ Partition glass and mirrors will be spot cleaned as needed.
- ▶ Floors will be vacuumed.
- ▶ Floors will be spot mopped to remove spillage and footprints.
- ▶ Carpet traffic patterns will be vacuumed.

Restrooms

Services to be performed five nights per week, Monday through Friday:

- ▶ Containers for waste materials will be emptied and waste taken to disposal.
- ▶ Mirrors will be cleaned.
- ▶ Sinks will be cleaned with disinfectant.
- ▶ Countertops will be cleaned with disinfectant.
- ▶ Surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- ▶ Bright work will be cleaned and polished.
- ▶ Floors will be swept.
- ▶ Floors will be wet mopped.
- ▶ Dispensing units such as towels, toilet paper, and soap containers will be refilled from your stock.

- ▶ All repair items will be reported to the Facility Solutions Manager.

Services to be performed weekly:

- ▶ Low dusting will be performed on all horizontal surfaces to hand height including: sills, moldings, ledges, shelves, frames, ducts, and heating outlets.
- ▶ High dusting will be performed above hand height including: sills, moldings, ledges, shelves, frames, ducts, and heating outlets.
- ▶ Dispensers will be cleaned.
- ▶ Fingerprints will be removed from doors, frames, light switches, kick and push plates, handles, etc.

Services to be performed monthly:

- ▶ Tile walls will be damp wiped.
- ▶ Partitions will be cleaned and disinfected.

Services to be performed quarterly:

- ▶ Corners and edges will be detailed.
- ▶ Ceiling vents will be dusted.

All Quoted Areas

Services to be performed weekly:

- ▶ All open surfaces of window ledges, tops of partitions, tops of four-drawer filing cabinets, tops of picture frames will be high dusted.
- ▶ Chairs and miscellaneous items will be low dusted.
- ▶ Tile floors will be wet mopped edge to edge.
- ▶ Carpeted floor will be vacuumed edge to edge.

Services to be performed monthly:

- ▶ Fingerprints from doors, frames, and light switches will be removed.

Services to be performed quarterly:

- ▶ Carpet corners will be edged and detailed.
- ▶ Tile corners will be edged and detailed.
- ▶ Ceiling vents will be dusted.

Acknowledgement

Please sign below acknowledging that you have reviewed and approve the scope of work:

Name

Title

Date

Electronic Communication

All our managers use Smartphones and Tablets when out in the field. Any email sent by you will be replied to within 30 minutes. Additionally, your Contract Compliance Manager will stop by that evening to oversee the issue and your Facility Solutions Manager will follow up with you on the following day.

Many of our competitors still use communication logs which rely upon cleaners to read, understand, and handle issues while leaving you with the hope that it will be resolved. With our method of communication, you can be assured that a solution will be offered quickly and efficiently in a reliable method. However, should you prefer a logbook to record and manage your account, we will accommodate accordingly to meet your needs.

General

Care will be taken to conserve water and power beyond that which is required for the performance of the crew's duties.

Every effort will be made to observe and report any unusual occurrences during our time or the crew's time in the building.

Any problem that may arise during the crew's work schedule will be reported directly to our contact.

Holidays

Unless a request is made for service at an additional charge, the following holidays will be observed and no services shall be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

*CADY BUILDING MAINTENANCE
SUMMARY OF CHARGES*

For

**PACT CHARTER SCHOOL
2025-2026 SCHOOL YEAR
(Based on 154 School Cleanings)**

MONTHLY

**154 Cleanings Divided by 9 Equal Invoices
(Invoiced September thru May) \$7,790.00**

Monthly Pricing If Equipment's Not Included \$7,485.00

Note: Pricing does not include sales tax, unless tax exempt.

ADDITIONAL SERVICES

Carpet cleaning (Minimum \$240)	\$.20 per square ft
Stripping & waxing (Minimum \$480)	\$.55 per square ft
Power Scrub (Minimum \$480 @ 1000 Sq Ft and under)	\$.45 per square ft

SPECIAL NOTE:

Any extra cleaning or special projects not set forth above, i.e., carpet cleaning, strip/seal/wax tile floors, window cleaning, power scrubbing, etc., can and will be performed upon request at an additional charge.

Paper products, hand soap, air freshener, and other requested products (other than cleaning products), will be provided at an additional cost appropriate to the product.

AGREEMENT

Cady Building Maintenance, 9220 Bass Lake Road, Suite 360, New Hope, Minnesota 55428, and **PACT CHARTER SCHOOL**, 7729 161st Ave NW, Ramsey, Minnesota 55303, have entered into this Agreement under the following conditions:

1. **Cady Building Maintenance**, in consideration of the price and terms **PACT CHARTER SCHOOL** payment hereinafter set forth, agrees to perform special services for **PACT CHARTER SCHOOL** as outlined on the attached Schedule of Service Cleaning Specifications.
2. **Cady Building Maintenance** shall act hereupon as an independent contractor, not as an agent, employee, or subcontractor of **PACT CHARTER SCHOOL**. **Cady Building Maintenance** shall furnish all equipment, cleaning chemicals and tools necessary to perform the service under this agreement.
3. **Cady Building Maintenance** undertakes to pay its employees working at the facility for **PACT CHARTER SCHOOL**, all wages required by law. **Cady Building Maintenance** agrees, at its own expense to hold **PACT CHARTER SCHOOL** harmless from all liens for labor and/or materials asserted under or arising out of performance of this agreement.
4. **PACT CHARTER SCHOOL** agrees not to hire, or contract with, any employee of **Cady Building Maintenance** for a period of either one year after the employee has left **Cady Building Maintenance's** employment or one year after **Cady Building Maintenance's** services have been terminated.
5. **Cady Building Maintenance** shall maintain, at its own expense, during the term of this contract:
 - a) Worker's Compensation Insurance as required under the Worker's Compensation Act, and
 - b) Liability Insurance in an amount of at least one million (\$1,000,000.00) dollars.
 - c) **Cady Building Maintenance** carries a Janitorial Service Bond.

SERVICES: Janitorial services as described on attached pages.

FEE: The fee for cleaning at this location during the 2025-2026 School Year is \$7,790 per month, plus tax, unless tax exempt, as stipulated in the Summary of Charges. Payment terms are as follows: Net thirty days upon receipt of monthly invoices.

TERMS: This agreement is to commence on the _____ day of _____ 2025, and will continue at listed price for a period of one year unless additional services are added to the Schedule of Services. Charges for subsequent years of the agreement will be adjusted based on cost of living increase as published in the Consumer Price Index. The Agreement will terminate if either party gives a written 30 day notice.

PACT CHARTER SCHOOL

Cady Building Maintenance

By _____

By Jim Sherson

Date _____

Date 7/18/25

CLEANING SPECIFICATIONS
for
PACT CHARTER SCHOOL
2025-2026 SCHOOL YEAR

A) Entrances

1. Vacuum carpets and walk off mats
2. Spot clean glass
3. Dust horizontal surfaces
4. Sweep and damp mop hard floors

B) Classrooms & Offices (Do not vacuum front offices)

1. Vacuum all carpet
2. Sweep and damp mop all hard floors
3. Empty waste receptacles, replace liners that are soiled
4. Dust low horizontal surfaces including file cabinets, shelving, window ledges

C) Staff Breakroom (Weekly)

1. Clean and disinfect sinks and countertops
2. Sweep & mop hard floor
3. Empty all waste receptacles and replace liners as needed
4. Clean the exteriors of microwaves and refrigerators
5. Clean interior of microwaves
6. Clean tables and chairs

D) Restrooms & Locker Rooms

1. Sweep, mop, and disinfect all floors
2. Replenish dispensers, soap, towels and toilet tissue
3. Spot clean walls, partitions and tops, glass, light switches, shelves, mirrors and dispensing units
4. Clean and disinfect urinals and commodes
5. Clean, polish and disinfect sinks and vanities
6. Polish all stainless steel fixtures
7. Empty waste receptacles

E) Fitness Room

1. Sweep & spot mop floor

F) Auditorium (Quarterly)

1. Sweep hard floors & vacuum carpet floors

ADDITIONAL INCLUDED SERVICES

1. Properly arrange furniture when finished.
2. Empty recycle bins.
3. Weekly, dust bottoms of chairs.
4. Pay attention to secure doors and alarm systems.
5. Do not lock any doors not already locked or designated to be unlocked
6. Report any accidents causing injury or damage. Record any necessary information immediately.
7. At the completion of the above duties for each work area; turn off lights with the exception of those designated.
8. Ensure all entrance doors and common hallway doors are tightly closed and locked.
9. Maintain janitor's closet in a neat and orderly condition



PACT

Charter School

Bid Summary

PACT requires three price comparisons for any expenditure over \$7,500.

Toessawat Suparat	\$53,600.00
Name of Requester	Amount
Technology Department	yes
Department	Within Budget (yes or no)
08/08/2025	
Date needed by	UFARS Account Code

	Vendor/Agency	Scope of Work and Recommendation
1	SHI	Lenovo 100e Chromebook Gen 4 x200 device & license @ \$53,600.00 <i>The new model meets the minimum needs for student usage, while avoiding maintenance issues. Cheapest new option. Reliable long-time vendor. Immediate shipping</i>
2	VIVACITY	RENEWED-Asus Chromebook CR11 x200 device & license @ \$50,200.00 <i>Cheaper total cost. Unknown device quality of product.</i>
3	STAPLES	Lenovo 100e Chromebook Gen 4 x200 device & license @ \$55,476.00 <i>New vendor. Most expensive option. Stable device option.</i>
Variance Request Three Bid/Out of Budget Variance Request		

Submit with copies of all bids and necessary documentation to the Budget and Finance Committee Chair 10 school days prior to the scheduled meeting.

Device Comparison Study

RNK	Vendor	Model	Price (unit)	License	Total Cost	AUE	Notes	CPU	MEM	STOR
1	SHI	Lenovo 100e Chromebook Gen 4 82W0 - Kompanio 528	\$236.00	\$32.00	\$53,600.00	Jun 2033	<i>In stock - fast shipping</i>	Kompanio 528 MTK	4gb	32gb
2	Staples	Lenovo 100e Chromebook Gen 4 82W0 Kompanio 520	\$245.38	\$32.00	\$55,476.00	Jun 2033		Kompanio 520 MTK	4gb	32gb
5	SHI	Acer Chromebook 311 C723 - Kompanio 528 - MT8186TV/AZA	\$243.00	\$32.00	\$55,000.00	Jun 2033	<i>In stock - fast shipping</i>	Kompanio 528 MTK	4gb	32gb
3	Vivacity	RENEWED Asus Chromebook CR11 CR1104CGA-YZ42 11.6" Rugged Chromebook - HD - Intel NSeries N100 - 4 GB - 32 GB Flash Memory - Mineral Gray - Intel Chip	\$219.00	\$32.00	\$50,200.00	Jun 2033		Intel NSeries N100	4gb	32gb
4	SHI	RENEWED DELL CHROMEBOOK 11 3100 INTEL CELERON N4000 16GB SSD	\$146.00	\$32.00	\$35,600.00	Jun 2029	<i>why is storage so small?</i>	INTEL CELERON N4000	4gb	16gb
6	Vivacity	RENEWED Samsung Chromebook 4 - Intel N4000/4GB/32GB	\$109.00	\$32.00	\$28,200.00	Jun 2029		Intel N4000	4gb	32gb
7	SHI	RENEWED ACER CHROMEBOOK CB315-2H-68E6 AMD A6-9220C	\$114.00	\$32.00	\$29,200.00	Jun 2029*		AMD A6	4gb	32gb
8	SHI	RENEWED ACER CHROMEBOOK 311 C721-25AS AMD A4-9120C	\$161.00	\$32.00	\$38,600.00	Jun 2029*		AMD A4	4gb	32gb

Submit with copies of all bids and necessary documentation to the Budget and Finance Committee Chair 10 school days prior to the scheduled meeting.



PACT

Charter School

PACT CHARTER SCHOOL
 PSD #4008 Sales Tax Exempt #1680934
 7250 East Ramsey Parkway, Ramsey, MN 55303
 Business Office / Accounts Payable
 Phone: 763-712-4200 / Fax: 763-712-4201
 AP Email: accounts_payable@pactcharter.org

PURCHASE ORDER

NUMBER

10004

Vender Information

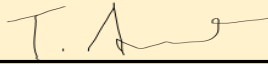
Name: SHI
Address: 290 Davidson Ave
City/St/Zip: Somerset, NJ 08873
Phone: 732-564-8310
Fax: 732-564-8078
Email: Victoria_Pelosi@shi.com

Shipping Information

PACT CHARTER SCHOOL
 7250 E Ramsey PKWY NW
 Ramsey MN 55303-6902
 763-712-4200

Item Description	Product ID #	#	Unit Price	Amount
1 Lenovo 100e Chromebook Gen 4 82W0 - Kompanio 528 up to 2.2 GHz - Chrome OS - Mali-G52 2EE MC2 - 4 GB RAM - 32 GB eMMC - 11.6" TN 1366 x 768 (HD) - Wi-Fi 6 - graphite gray - kbd: English	Lenovo - Part#: 82W0001EUS	200	\$236.00	\$47,200.00
2 Chrome OS Management Console - License - academic	Google - Part#: CROSSWDISEDUNEW	200	\$32.00	\$6,400.00
3				
4				
5				
6 E-Rate Credit Applied		N		
Subtotal				\$53,600.00
Shipping & Handling (Negotiate if possible)				
GRAND TOTAL ORDER:				\$53,600.00

Authorized Signature:


 Toessawat Suparat

Date:

7/31/2025



Community Education Fees

2025-26 school year

Each community education session will have a fee of \$140.^{1 2}

¹ *Free and reduced would qualify for 50% off one class per quarter/season*

² *Friday only sessions will be prorated based on the number of school-Friday weeks in the session.*

Each session will be for 6 weeks, meet once per week from 3:15 to 5:00 pm.



To: PACT Charter School Board of Directors

From: Dr. Lara Bronson, PACT Elementary Principal

Elementary Highlights: July-August, 2025

1. Summer Hires: Interviews took place in late July to fill the Elementary Interventionist position and an open First Grade position.
2. Planning for Fall: Fourth and Fifth grade teachers spent two days in July to prepare for the new flexible group instructional model we are launching in 2025-2026. They collaborated and reviewed curriculum and plan lessons for the highest achievers, allowing fourth graders to be exposed to fifth grade curriculum, and fifth graders to be exposed to sixth grade curriculum.
3. Ready to ROAR: The District kickoff theme is “Ready to ROAR.” At the Elementary Campus, this theme will be expanded, emphasizing **Rigor, Optimism, Achievement, and Responsiveness**.
4. Workshop Week: The leadership team has been collaborating to plan engaging sessions for teachers. Specific topic being addressed with Elementary teachers are establishing a B.O.C (Building Operations Committee), reviewing academic data and survey data from families and staff, setting Professional Learning Community (PLC) norms and goals, expectations on lesson planning, and expectations for family partnership communication
5. Something fun! All classroom teachers will be given a large utility tub to store lunchboxes and coats when they take students to recess. This operational adjustment will help prevent our Lost and Found to be overflowing, keep our school clean, and help us teach our character trait of responsibility.



To: PACT Charter School Board of Directors

Principal Update

WEB:

- Preparation for our incoming 6th graders is underway. WEB is a nationwide program designed to welcome and support 6th graders by connecting them with WEB Leaders, who are positive, responsible, hand-selected 8th graders. WEB Leaders act as guides and mentors for our 6th grade students as they transition to PACT Secondary. Touchpoints are set throughout the year for WEB Leaders to continue to support the 6th graders as the year goes on. WEB Leader training begins on Monday, August 11th, and we welcome our 6th grade students on campus on Wednesday, August 13th for orientation.

Online Campus

- Our Online Campus team had the opportunity to share with DAC our plans for our online program and we were able to gain valuable feedback from parents. We spoke about different options for curriculum and walked away with a good understanding of what matters most to PACT parents as we continue to shape our program. We are excited to launch later this fall.

Planning for Fall

- We are continuing to plan our fall kick-off to start the year off strong while we hone in on high expectations and building culture. We are prepping our monthly advisory competitions and are excited to add another component of team-building to our advisory program.

Hiring Update

- We have some exciting new hires! We have hired an incredible ELA teacher and will be excited to offer a CIS Course for the second semester. We have also hired a Chemistry teacher with 24 years of experience and every science license! We have also been interviewing for EL and Art, and continue to search for excellent candidates in Science to complete our team. We are excited for our candidates and the value they can bring for our students.



PACT School Board of Directors:

Here is an update from the Office of Communication and Community Engagement for July 2025:

Enrollment & Marketing

- Enrollment remains strong across the district. All elementary classrooms are fully enrolled for the upcoming school year with little movement. Grades 11 and 12 currently have immediate openings.
- In July 2025, we saw ten student withdrawals across grades K–12. All seats were backfilled, except for grades 11 and 12, where the waitlists are depleted.
- As of July 31, total enrollment for 2025-2026 stands at 1,489 students.
- Waitlist numbers are as follows:

Waitlist Numbers as of July 29, 2025:

Grade K - 127	Grade 5 - 75	Grade 10 - 12
Grade 1 - 74	Grade 6 - 102	Grade 11 - 0
Grade 2 - 84	Grade 7 - 65	Grade 12 - 0
Grade 3 - 61	Grade 8 - 55	Total: 812
Grade 4 - 96	Grade 9 - 61	

- At the end of July, social media ad copy was developed to promote high school enrollment, with a focus on college credit opportunities beginning in grade 10. Messaging highlighted PACT’s tuition-free model, student-centered environment, and early college access as key differentiators.
- The marketing and communication plan for the PACT Online Campus is complete. A landing page is now live on the website, but it has not been mapped for easy access. The page features a subscription to collect interest from prospective students and families. A welcome video from Dr. Lohse has been recorded and embedded on the page. An automated confirmation email is sent upon subscription, and a formal communication cadence will begin once final approval to move forward with plans is received.
- The 2026–2027 enrollment lottery opens on September 1, 2025. Interest continues to grow, with over 1,900 people currently signed up for our email list for enrollment updates. This number is in addition to the 800 students already on our waitlist, who will also be contacted to try again next year.

Communication

- ParentSquare was officially rolled out in phases: to staff on July 1, parents on July 15, and students on July 30. Since then, the team has been working extensively behind the scenes to ensure a smooth launch. This has included correcting data issues in Infinite Campus, adjusting system settings, and resolving early technical glitches to improve overall functionality and user experience. We've barely scratched the surface of ParentSquare's capabilities and look forward to expanding our communication protocols every day.
- Back-to-school communications were launched to the community on July 31 with the Pilot newsletter as well as back-to-school hubs on both elementary and secondary websites.
- Online enrollment for current families through Infinite Campus opened on July 31, accompanied by a strong communication push to encourage timely completion. In the past two years, fewer than 50% of families have completed this annual process, including submission of legally required documentation.
- Currently, over 20% of students are missing state-mandated immunization forms or exemption paperwork. Families will receive intensified communication in the coming weeks to ensure compliance and accurate student records before the start of school.
- The PACT Pilot e-newsletter received a visual refresh this month, featuring new graphics and a revised tagline: "*Your Flight Plan for News and Updates.*" While the origin of the "Pilot" name predates my time, the updated branding honors that history. The newsletter is now being distributed directly through ParentSquare, meaning families no longer need to subscribe to receive it. Previously, we used iContact for distribution. While we will continue using iContact for enrollment marketing, we plan to reduce our subscription level to lower costs, pending successful performance and delivery confirmation in ParentSquare.
- The "Engage @ PACT" volunteer e-newsletter was sunsetted. Given the decrease in content due to ParentSquare's capabilities, and with volunteer opportunities and groups integrated into staff messaging, we believe we can reduce our publication frequency to one newsletter per week.
- Sent our seasonal *Activities E-Newsletter* mid-July to highlight middle and high school activities available for fall. We will be sending a Community Education E-Newsletter mid-August with offerings for fall and will continue to do so monthly.
- Developed content and graphics for "Back Together. Ready to Roar" to kick off our back-to-school campaign. Thank you to the PACT Panthers PTO for donating a free shirt to staff with our theme.

Website Development

- Our refreshed website and branding—the “doorway to our community”—is generating significant buzz. Several colleagues from other schools have reached out to ask which marketing firm we used to develop our site and brand identity. I’m grateful for the collaboration and insights from our administrative team and teachers, which have played a key role in shaping an authentic and engaging online presence.
- Significant progress has been made on the continued development of the PACT websites, including the district, elementary, and secondary sites. A complete sitemap, updated graphics and photography, defined content buckets, and the CMS layout have been completed.
- Approximately 80 webpages remain in development across all three sites, with the intention of completing them by September 1, 2025.
- The final phase of web development is planned for Fall 2025, which will focus on refining and enhancing the sites. This will include page cleanup, branding consistency, graphic design enhancements, and targeted photography to support and elevate key content.

Policy Development

- Contributed to updates on social media policy, guidelines, and branding standards to ensure clarity, consistency, and alignment across platforms.
- Also supported the development of FERPA-compliant messaging, which will be published on the website and shared with all families in September.

Social Media

- Back-to-school content was planned and published across PACT’s social media platforms to build momentum for the new year. Messaging was coordinated to support new hire introductions and high school enrollment promotion, ensuring consistency across channels and alignment with broader marketing goals.

Community Engagement

- PACT will have a presence at the Ramsey Happy Days event on September 6, with a booth to engage with families and promote the school. In addition, the PACT Dance Team will perform in the community parade. Staff, students, and families are encouraged to attend, and bonus points will be awarded for showing up in PACT Pride gear to represent the school spirit.

Respectfully,

Christine Erntson

Director of Communication and Community Engagement