

Human Resources Policies

1. FMLA Policy and Exhibits

General Provisions

CWC Kansas City will provide Family and Medical Leave ("FMLA") to its eligible employees. The mandatory FMLA Notice is posted and provides all new employees with notices required by the U.S. Department of Labor on Employee Rights and Responsibilities under the Family and Medical Leave Act in Missouri.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact Ed Ops, Paul Greenwood at paul@ed-ops.com in writing.

Eligibility

To qualify to take twelve (12) weeks of unpaid family or medical leave under this policy, employees of CWC Kansas City must meet all of the following conditions:

1. The employee must have worked for the company for have been employed for at least twelve (12) months and,
2. Worked at least 1250 hours during the 12 month period immediately prior to requesting leave

Qualifying Events

An employee may request leave for one or more of the following reasons:

- a. Birth of a child or placement of child for adoption or foster care;
- b. To bond with a child (leave must be taken within one (1) year of birth or placement);
- c. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition (as defined below);
- d. Employee's own serious health condition (as defined below) that prevents the employee from performing the job functions;
- e. Because of a qualifying exigency (defined below) arising out of the fact that an employee's spouse, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;

- f. To care for a covered service member (defined below) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

Amount and Type of Leave Taken

Except as provided below, an employee may take a total of twelve (12) weeks during any twelve-month period. The twelve-month period shall be measured backward from the date the employee begins using any FMLA leave. In the event of the birth, adoption or foster placement of a son or daughter, all leave must be completed within twelve (12) months after the birth, adoption or foster placement.

If both spouses work at CWC Kansas City and both are eligible for FMLA leave, they are authorized to take only a combined total of twelve (12) weeks during any one twelve-month period to care for a newborn or adopted child, a child placed with the employee for foster care, or a parent with a serious health condition for twelve (12) weeks.

Employees seeking to take Family and Medical Leave to care for a newborn or adopted child, a child placed with the employee for foster care, a parent, spouse or child with a serious health condition, or because of their own serious health condition, must first exhaust any personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave for their Family and Medical Leave.

Intermittent or Reduced Leave

An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. CWC Kansas City will require a certification, in the form described in the Required Certification and Reporting section below, to document the medical necessity of such intermittent leave.

Notification of Leave

If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to their supervisor. If such advance notice is not possible, the employee must give said notice as soon as possible, ordinarily within one to two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment so that any corresponding leave will not unduly disrupt the operations of the school or classroom instruction.

Benefits and Return to Work

Employees taking FMLA leave will continue to accrue all benefits for which they are eligible that are provided by the school while on FMLA leave. CWC Kansas City will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning the leave. The employee will be billed for the employee portion of the benefits and shall timely pay required premiums in order to maintain active benefits coverage.

CWC Kansas City may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has expired.

With the exception of paid vacation, personal, medical or sick leave required to be exhausted prior to taking unpaid leave, the employee's absence during leave will not alter benefits which the employee accrued before taking leave.

Upon return from leave, the employee is entitled to be reinstated to the same job or one nearly identical to the one the employee held when he/she left on FMLA leave, with equivalent pay, benefits and other terms and conditions of employment. Upon proper notice, however, CWC Kansas City may deny reinstatement under this policy to an employee whose salary is within the highest 10% of the employees employed by the school ("key employee") if such denial is necessary to prevent substantial and grievous economic injury to the school's operation, as determined by the Board. Employees will be notified if they are considered a key employee, if there is an intention to deny reinstatement, and of their rights in such instances.

Required Certification and Reporting

CWC Kansas City requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee on a form to be provided by CWC Kansas City. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

This certification must include:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. If the purpose of the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
- d. If the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his or her job functions, the likely duration of that inability and whether a need for leave is continuous or intermittent. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board;
- e. Appropriate medical facts about the condition (a diagnosis is not required);
- f. Contact information of the health care provider, including name, address, telephone number, fax number, and type of medical practice / specialty.

CWC Kansas City, at its own expense, may obtain the opinion of a second health care provider of CWC Kansas City's choice, if it should choose to do so. If a conflict

exists between the opinion in the certification and the second opinion, CWC Kansas City may, at its own expense, obtain a third opinion from a health care provider upon which CWC Kansas City and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both CWC Kansas City and the employee.

Upon an employee's return after leave for his/her own serious health condition, CWC Kansas City may require the employee to obtain certification from a health care provider that the employee is able to resume work.

CWC Kansas City may require an employee on FMLA leave to report periodically to their supervisor on the employee's status and intent to return to work.

Special Provisions

When an instructional employee or other key position (as defined below) essential to the function of the school seeks intermittent leave or leave on a reduced schedule in connection with a family or personal illness that would constitute at least 20% of the total number working days in the period during which the leave would extend, CWC Kansas City may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

If the employee begins leave more than five weeks before the end of a semester, CWC Kansas City may require the employee to continue taking leave until the end of the semester if:

- a. The leave will last at least three weeks; and
- b. The employee would return to work during the three-week period before the end of the term.

Definitions

1. Covered service member - is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he or she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade rank or rating.
2. Instructional employee or other key position - is an employee whose school leader function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

3. Parent - a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law."
4. A qualifying exigency may include:
 - attending certain military events,
 - arranging for alternative childcare,
 - addressing certain financial and legal arrangements,
 - attending certain counseling sessions,
 - attending post-deployment reintegration briefings
5. Serious health condition - an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider and has been duly documented by a health care provider, as described below:
 - a. Hospital Care -

Such as inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
 - b. Absence Plus Treatment - A period of incapacity of more than three full consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - i. Treatment two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
 - c. Pregnancy - Any period of incapacity due to pregnancy, or for prenatal care.
 - d. Chronic Conditions Requiring Treatments - A chronic condition which:
 - i. Requires periodic visits (at least twice a year) for treatment by a healthcare provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy).

- e. Permanent/Long-term Conditions Requiring Supervision - A period of incapacity⁴ which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - f. Multiple Treatments (Non-Chronic Conditions) - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a healthcare provider, either from restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity⁴ of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), or kidney disease (dialysis).
6. Son or daughter - a biological, adopted or foster child, a step-child, a legal ward or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a documented mental or physical disability.
 7. Spouse - a husband or wife.

2. Equal Opportunity Employment Policy

The School is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion and contracted service. The School further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, national origin, or sexual orientation.

The School's equal opportunity policy extends to prohibitions against unlawful harassment of students or employees because of the individual's race, color, religion, disability, age, gender, national origin, or sexual orientation.

Non-Discrimination Against/Accommodation of Qualified Individuals with Disabilities

The CWC Kansas City Board shall comply with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. The CWC Kansas City Board shall also provide reasonable accommodations for qualified individuals in accordance with these laws. The Board shall ensure that that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and during active employment with CWC Kansas City. Qualified applicants or CWC Kansas City employees with disabilities should make formal requests in writing for accommodations.

3. Drug Free Workplace

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees.

Employees who display physical manifestations of drug or alcohol use while on duty may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify the Principal of their conviction. Notification must be made by the employee to the Principal within five (5) days of the conviction. Within ten (10) days, the Principal will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

CWC Kansas City will institute a drug-free awareness program to inform employees of:

1. The dangers of drug and alcohol abuse in the workplace.
2. This policy of maintaining a drug-free workplace.
3. Available counseling and rehabilitation.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverages that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as for all other medical records.

CWC Kansas City's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem.

Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, CWC Kansas City shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. CWC Kansas City shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

This policy shall be distributed in writing to all present and future employees.

4. Harassment Policy and Exhibits

Unlawful Harassment

In accordance with applicable law, the Board of CWC Kansas City prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age, or any other basis protected by federal, state or local law. CWC Kansas City is committed to taking all reasonable steps to prevent harassment from occurring.

Unlawful harassment because of sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age or any other protected characteristic includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis.
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for opposing, reporting or threatening to report harassment, or for participating in an investigation, proceeding or hearing conducted by an investigating agency.

Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's working ability or emotional well-being at work is considered a violation of this policy and will not be tolerated.

Reporting

The CWC Kansas City reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to harassment. An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

If any employee believes he/she has been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report as soon as possible to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

All incidents of harassment that are reported will be thoroughly investigated and documented. CWC Kansas City will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

If the Board of CWC Kansas City determines that harassment has occurred, it will take remedial action commensurate with the circumstances, up to and including possible termination. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

Protection Against Retaliation

Under federal law, retaliation against any employee by another employee or by the school for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the school or a federal or state enforcement agency is prohibited.

Employees should report any retaliation to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority.

Any complaint will be immediately objectively and thoroughly investigated in accordance with the investigation procedure outlined above.

If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

Liability for Harassment

Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including

termination from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

Additional Enforcement Information

Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) serves as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC at (insert contact info).

5. Judicial, Military Duty and Religious Leave Policy

Types of Leave

1. CWC Kansas city employees shall be allowed a leave of absence up to three (3) days without loss of pay and without deduction of any amounts otherwise received as compensation for service as an employee for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

Employees who serve as jurors shall not have the jury leave deducted from sick or personal leave, and no employee utilizing jury leave shall be required to pay the cost of employing a substitute to serve in his/her absence. Employees who qualify for this leave may retain juror compensation.

2. CWC Kansas City employees will be paid for a maximum period of 18 working days for ordered military duty. Applicable federal and state laws will be followed.
3. Leave for religious holidays may be granted to benefit eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and their supervisor.

Notice

Employees shall provide in writing to their supervisor with a minimum of one week notice, or in the case of judicial duty, as soon as practicable. Notification should include the reason for the request for leave, the date(s) if known, and a copy of any supporting documentation such as a jury summons.

6. Employment Status Policy

Employment Status

Employees of CWC Kansas City are considered at-will employees. "At will" is defined as allowing either employee or employer to terminate the employment agreement

at any time, for any reason permitted by law, with or without cause and with or without notice.

At the time of hiring, employees shall execute an At-Will Employment Agreement demonstrating understanding of the conditions and expectations of employment at CWC Kansas City

CWC Kansas City shall follow all requirements of the Fair Dismissal Act (or the terms of the agreed upon contract) should termination be necessary.

7. Professional Personnel Hiring and Recruitment Policy

Authority to Hire

The Board shall approve through formal resolution or through an approved budget all positions for employment.

Recruitment

All public announcements for positions and vacancies shall assure applicants of nondiscrimination on the basis of race, color, national origin, sex, age, religion, or handicap. Public announcements shall include only the following information: title of the position, full or part time status, salary range, job description, certification requirements, and start date.

All job announcements for all certificated positions shall be published on the school's website and sent to appropriate third parties, including colleges, universities, The Missouri Charter Public School Association, and other agencies or employment organizations.

Public notice shall be provided for no less than two weeks prior to hiring of a position.

The Principal, Executive Director, or Board may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

Qualifications

CWC Kansas City shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. CWC Kansas City will give strong consideration to the following qualifications:

1. (When applicable) Demonstrated global awareness as evidenced by international travel or study abroad, or ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences;
2. Advanced degrees;
3. High academic achievement;

4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds CWC Kansas City serves;
8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;
10. Demonstrated effective management and instructional practices;
11. Professionalism in demeanor and appearance;
12. National Board Certification;
13. Missouri Professional Certification or eligibility for such; and
14. Willingness to work with athletics and extra-curricular activities.

This profile is not all-inclusive and may change depending on the school's needs at the time of hire. The Board's ultimate goal is to attract and retain highly competent individuals who share the school's mission and who will provide the best educational opportunities possible for our students.

8. Personnel Evaluations Policy

Staff Observations and Evaluations

The Executive Director shall be formally evaluated by a third-party 501(c)3 with input from the Board on at least an annual basis. The Principal and Director of Curriculum Integration & Educational Partnerships shall be formally evaluated by the Executive Director on at least an annual basis using an established evaluation instrument adopted by the Board.

Each certified staff member shall be formally observed and evaluated by the Principal on at least an annual basis using an established evaluation instrument adopted by the Board.

Each classified staff member shall be formally evaluated by the Principal on at least an annual basis using an established evaluation instrument adopted by the Board.

The Principal shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

Employees shall have the right to accept the evaluation or to dissent and provide written commentary related to the dissent; however, the document, regardless of acknowledgment or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

Employees may elect to follow the school's grievance policy related to dissent of any evaluations. The decision of the Board or its designated committee is considered final.

9. Employee Dress Code Policy

Purpose of Employee Dress Code

The purpose of establishing an employee dress code is to provide an example of appropriate attire that:

- Clearly distinguishes staff from students;
- Models modesty and professionalism; and
- Is functional given the nature of the position

All staff shall dress in a manner and style in accordance with administrative regulations set forth by the Principal.

Dress Code

A complete description of acceptable and unacceptable dress will be provided prior to employment in the employee manual and will be referenced throughout the year as needed. An employee who is inappropriately dressed, in the opinion of the Principal may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

The CWC Kansas City Board recognizes that there are occasions when individuals may need to wear specific garb due to medical reasons or as part of a bona fide personal religious practice. When such is the case, the employee shall provide documentation to the Principal of the medical necessity or the bona fide personal religious practice that gives rise to the need for deviation from the policy.

In addition, some job functions necessitate attire that may otherwise be considered "inappropriate", i.e., Physical Education teachers may wear exercise attire. Discretion of these instances is by the Principal.

10. Staff Complaints and Grievance Policy

Intent of the Policy

This policy provides a mechanism for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible. This policy also addresses employees or applicants who allege discrimination or harassment on the basis of age, gender, race, color, religion, national origin, disability, or any other basis expressly prohibited by law.

Definitions

1. Complaint - A complaint is any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.
2. Employee – An employee is any person hired by the Board to perform services either full or part-time.
3. Days - Days shall mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.
4. School Leader - Employee possessing that degree of administrative authority.
5. Parties in Interest - Any persons involved in the processing and investigation of the complaint.
6. Complaint File - A file maintained by the Regional Office containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.
7. Board - The Governing Board of CWC Kansas City
8. Notification - Delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

This complaint and grievance procedure is applicable to any claim by any employee or applicant of CWC Kansas City who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of with which the school is required to comply.

The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by the charter school's office via certified mail at the following address: Citizens of the World Kansas City, Attn: Executive Director, 3435 Broadway, Kansas City, MO, 64111

The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

The Governing Board may appoint a member of the State Bar of Missouri to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Board; provided the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto. All access to those records will be governed by that court's rules and procedures.

The overall time frame from the initiation of the complaint until rendition of the decision by the Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be sent to the complainant by certified mail or hand delivered by a person designated by the Principal or Executive Director within five (5) business days of the hearing.

The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the Principal or Executive Director either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Principal or Executive Director within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Principal or Executive Director will notify the school leader or designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to the Principal or Executive Director.

The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the Principal or Executive Director or the complainant.

The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Board level of the complaint process, unless it is determined by the Principal or Executive Director presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Board hearing. A committee of the Board will conduct the appeal proceeding within fifteen (15) working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

Prohibited Reprisal Provision

No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant as a result of participation in the complaint process.

Collection of Information

Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.

11. Personal Leave Policy

Sick Leave

Full-time employees (thirty-five or more hours per week) of the school shall be eligible to accrue up to eight (8) days of sick leave per academic year. Accrued sick leave can be taken in half day or full day increments. Employees paid on a part-time, seasonal, or temporary basis are not eligible for leave benefits.

Sick leave for full time employees is earned at the rate of 1 day per month (beginning with the first pay check received) times the number of months worked, to a maximum of 8 days.

Should an employee not complete a contract, all sick leave days used but unearned will be deducted from the last salary payment. An employee who is absent due to sick leave after tendering resignation will have a resignation effective date as of the last day actively at work unless a physician's statement of disability is provided.

Certified employees who are absent from work may remain on the requisition as long as the teacher is in-state pay status. However, that person will receive full pay for the remainder of unused sick leave. An employee will not be on payroll thereafter unless actually present.

Upon the approval of the Principal (or approval by the Executive Director in instances concerning the Principal and Director of Curriculum Integration & Educational Partnerships), an employee may utilize sick leave for the following reasons:

- absence due to illness or injury;
- absence due to exposure to contagious disease necessitated to protect the health of others who might be endangered by his attendance on duty;
- Absence due to an illness or death in the employee's immediate family. (Immediate family includes spouse, children, mother, father, brothers, sisters, grandparents, in-law equivalent of the above and any relative residing in the employee's home.)
- personal leave

Employees absent for other than approved reasons, or absent after sick leave has been exhausted, shall be deducted at their daily rate of pay for each day's absence not covered by leave or unapproved.

When an employee terminates employment with CWC Kansas City and immediately retires, he/she will not be compensated for unused sick leave hours accrued only during that academic year.

Personal Leave

Per fiscal year, an employee may use up to a maximum of three (3) days of any accumulated sick leave for personal or professional reasons if prior approval of their absence is given by the Principal or the Executive Director.

No grant of approval for an absence permitted under this policy section shall be conditioned upon disclosure of the specific purpose for which such absence is sought, nor shall any such grant of approval be withheld or denied because of the

failure or refusal of the employee to disclose the specific purpose for which an absence is sought, provided that the employee may be requested to state whether the absence is sought under the category of "personal" or "professional" absence.

Adoption Leave

Employees may use sick leave during the first six (6) calendar weeks of adoption leave. Certification from the adoption agency or the attorney who arranges the adoption is required.

Vacation for 12 Month Employees

Vacation schedule applies for all twelve month employees. Service refers to continuous CWC Kansas City service.

Annual employees will accumulate vacation on a monthly basis, with the number of days earned calculated by using the total vacation days earned per year divided by twelve. An employee must be at work or on paid leave 13 days within a month to earn vacation leave.

For vacation purposes, the length of employment will be determined on the anniversary date of employment.

Earned vacation for 12 month employees will be eligible to earn 10 variable days off per academic year

Vacation leave that is unused may not be carried over to the next (fiscal/school) year.

All vacation leave is subject to approval by the Principal or Executive Director.

At the time of termination, employees will receive pay for earned and unused vacation within that academic year. This may be added to longevity at retirement.

Earned vacation days may be requested in order to extend sick leave if necessary.

Holidays for CWC Kansas City twelve month employees:

Number of Working Days Holidays

- (1) New Year's Day
- (1) Martin Luther King's Jr. Day
- (1) President's Day
- (1) Memorial Day
- (1) Independence Day
- (1) Labor Day

(2) Thanksgiving

(10) Winter Holidays (subject to vary yearly)

Extended Leave of Absence

The Board may grant extended leaves of absence. All extended leaves of absence will be without pay, and are not to last more than a single academic year, unless approved by the Principal. In order to qualify for extended leave, an employee must have completed at least three (3) full years of service with CWC Kansas City.

Extended leaves of absence may be granted for the following reasons:

- Maternity Leave
- Paternity Leave
- Adoption
- Health Issues
- Or an approved FMLA absence

The employee shall be entitled to return to active employment upon written request for reassignment and contingent upon a vacancy in the field in which he/she was employed when the leave was granted. Such an employee shall be given preference equal to that given to any other applicant returning from a period of extended leave.

An employee who does not use his/her leave for the purpose requested shall forfeit all rights and privileges provided for under the policy. He/she shall be considered as having resigned from CWC Kansas City effective as of the beginning date of the approved leave.

12. Mandatory Reporting of Child Abuse Policy

School employees who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person (whether a parent, a school employee or a third party) shall report such belief to their supervisor. In addition, school officials (including the Principal and teachers) must report such belief to the state as required by 210.115 of the statutes of Missouri.

13. Communicable Diseases Policy

Purpose of Policy

The Governing Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.

Definitions

Communicable disease: a disease that can be directly or indirectly transmitted from one person to another.

HIV infection: an infection in which the human immuno-deficiency virus is present.

Protections

No student shall be denied access to nor shall an otherwise qualified individual be denied employment in the educational programs of the Board solely because he or she is infected with a communicable disease.

A student or employee who is infected with a communicable disease will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Board after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the Principal it is necessary to consult a private physician.

Prevention of Transmission

Each year, the Principal or Executive Director shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

Education and policy review shall include procedures to reduce the risk of transmitting HIV infection as well as other communicable diseases, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.

Identification of Potential Risks

Whether or not an infected individual presents a significant risk of contagion shall be determined based upon reasonable medical judgment given the state of medical knowledge about:

- The nature of the risk; i.e., how long the disease is transmitted;
- The duration of the risk; i.e., how long the carrier is infectious;
- The severity of the risk; i.e., the degree of potential harm to third parties; and
- The probability that the disease will be transmitted and will cause varying degrees of harm.

Once the student's or employee's medical condition has been determined, the Executive Director shall consult with the student's or employee's physician, a public health official knowledgeable about the disease and/or a physician employed by the Board at the option of the Board in order to determine whether reasonable accommodations will allow the student to perform in the classroom or other educational setting or the employee to meet the essential functions of his or her job.

If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Board programs or to be employed by the Board.

In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a contagious disease, the Executive Director is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten (10) days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

Privacy Rights

Neither the Board nor its employees shall disclose medical information about a student or employee with HIV infection or other communicable disease without the consent of the employee or the student or his or her parent or guardian, whichever is applicable, or only as required by law or court order.