Kansas City International Academy HUMAN RESOURCES POLICIES

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APPENDIX F
Exhibit 1

EMPLOYMENT AT WILL AGREEMENT

Employee's employment with This Employment Agreement ("Agreement") is made and entered into on _____, 20__ by and between _____(insert school name) whose place of business is located at

_____ (insert school address) (hereinafter referred to as "Employer") and _____ (insert employee's full name) whose present residence is _____ (insert employee address) ("hereinafter referred to as "Employee".)

Whereas, in consideration of the mutual covenants set forth below, Employer agrees to hire Employee as an at will employee and Employee agrees to work for Employer as set forth in this Agreement.

I. DESCRIPTION OF DUTIES

A. Name of Position

The Employee shall be employed in the capacity of _____ (insert title of the position.) Nothing in this agreement shall hinder the employer from changing the title of the position upon notice to Employee.

B. Essential Job Functions and Duties

The essential job functions or duties of this position are as follows:

_____

_____

Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer to meet the mission of the school.

C. Duty of Loyalty and Best Efforts

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that he or she shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business competitive or contrary to Employer's business. The Employee further acknowledges they will not engage in any form of activity that produces a "conflict of interest" with those of the Employer unless agreed to in advance and in writing.

D. Place and Hours of Employment

Employee agrees that their duties shall be primarily rendered on school premises or at such other places as the Employer shall in good faith require to conduct school operations including but not limited to extracurricular activity locations and fieldtrip locations. Full time service for the Employee is expected which requires a minimum of 40 hours per week, exclusive of vacation, or any other form of leave as described within this Agreement.

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2. PERFORMANCE TERMS

Based on representations made by the Employee, as well as expectations of the Employer, the following performance terms are entered into: (insert performance expectations required of the position):

The Employee understands that failure to reach said benchmarks or performance terms may result in reassignment, demotion or termination. Employee further understands that reaching these benchmarks or performance terms constitutes a reasonable and substantial condition of employment but does not in any way guarantee or promise continued employment.

3. COMPENSATION TERMS

A. Base Compensation

Employee shall receive a [salary/wage] of _____ per [hour/week/month] payable in equal installments on the [___ day] of each month. Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future.

B. Additional Compensation [if applicable]

Additional compensation shall be provided in the amount of (insert amount) under the following [conditions/terms]:

C. Exempt Status [if applicable]

Employee understands that at all times they are employed as a salaried/exempt employee and, therefore, he/she is not entitled to overtime wages. Employee shall not receive overtime compensation for the services performed under this Agreement, unless specifically agreed to in writing.

OR

Non-Exempt Status [if applicable]

Employee understands that at all times they are employed as an hourly/non-exempt employee, and therefore, he/she is entitled to overtime wages. Employee shall not receive overtime compensation for services performed under this agreement, unless overtime work is authorized in advance by an immediate supervisor.

D. Incentive Programs

[Insert or reference to any incentive programs that your school may have.]

E. Expense Reimbursement

Employee [shall][shall not] be entitled to reimbursement of any or all expenses authorized and reasonably incurred expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Employee must follow the school's financial policies and procedures with respect to advance authorization of reimbursed expenditures, and then timely provide Employer with an itemized account of all expenditures, along with suitable receipts.

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F. Retirement

Employee [will][will not] be eligible to participate in the Teacher Retirement System (TRS). [Refer to those summary plan description documents or other documentation which outlines the payments of these benefits. To the extent they are the same as those of other employees simply refer to those provisions set forth in the Employee Handbook.]

[insert any additional retirement or investment options provided by the school.]

G. Salary Adjustments

[Salary] adjustments are based on earned QBE revenue from the state of Missouri and thus salaries may be increased or decreased based on funds appropriated to the school.

4. BENEFITS

A. Insurance

Employer will supply [health, dental, vision, disability, life other] insurance benefits after [30] days of employment. Please refer to the summary plan descriptions for each benefit.

B. Professional Licenses

[Employee is obligated to maintain any of those professional licenses necessary for the carrying out the functions and duties set forth in this Agreement. Said licenses include, but are not limited to Missouri Teacher Certification (renewable or non-renewable.) Furthermore, Employee is required to meet all requirements related to Highly Qualified Status for educators in the State of Missouri.]

C. Personal and Professional Leave

Employer's personal and professional leave are provided for as follows:

[insert any specific provisions related to accrual of leave or provisions for taking it.]

[Please refer to the Employee Handbook for more specifics regarding personal and professional leave.]

D. Additional Benefits

[Place additional benefits here or refer to Employee Handbook.]

5. TERMINATION

A. "At Will" Employment

Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

6. COVENANTS

A. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information

Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, students, staff, board, or any other proprietary information, that relate to

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the business of Employer. Employee understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

To the extent Employee feels that they need to disclose confidential information, they may do so only after being authorized to so do in writing by Employer.

B. Adherence to Employer's Policies, Procedures, Rules and Regulations

Employee agrees to adhere by all of the policies, procedures, rules and regulations set forth by the Employer. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Employee Handbook, any summary benefit plan descriptions, or any other personnel practices or policies of the Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

C. Covenant to Notify Management of Unlawful Acts or Practices

Employee agrees to abide by the legal and ethics policies of Employer as well as Employer's other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as the Code of Ethics for Educators as prescribed by The Missouri Professional Standards Commission. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

7. PROPERTY

A. Records and Work Products

Employee agrees that all those records and work products created, utilized, or maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer's place of business.

B. Return Upon Termination

Employee agrees that upon termination they will return to Employer all of Employer's property, including, but not limited to, intellectual property, student, staff, or governing board lists, operation manuals, employee handbook, records and accounts, materials subject to copyright, trademark, or patent protection, student and Employer information, credit cards, business documents, student records, reports, keys, passes, and security devices.

C. Copyrights, Inventions and Patents

Employee understands that any copyrights, inventions or patents created or obtained, in part or whole, by Employee during the course of this Agreement are to be considered "works for hire" and are the property of Employer. Employee assigns to Employer all rights and interest in any copyright, invention, patents or other property related to the business of the Employer. [If Employee is working on patentable material it is recommended that the school enter into a separate patent assignment agreement.]

8. INDEMNIFICATION FOR THIRD PARTY CLAIMS

Employee hereby agrees to indemnify, defend, save, and hold harmless Employer, its shareholders, officers, directions, and other agents (other than Employee) from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to the Employee's performance of this Agreement, failure to perform job functions or

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duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement. Employee understands that this obligation of indemnification survives the expiration or termination of this Agreement. [It is common for employees to also request indemnification where the employer exposes them to a lawsuit. Have the employee formally request this provision.]

9. MEDIATION AND BINDING ARBITRATION

Employer and Employee agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers compensation, unemployment or disability benefits, pursuit to the rules of the American Arbitration Association.

10. LIMITATION OF DAMAGES

Employee agrees and stipulates that any remedies they may have for the breach of any employment related obligation, whether under law or by way of contract, shall be limited to the equivalent of six (6) months salary of Employee where allowed by law. This limitation is inclusive of any claims for special damages, general damage, compensatory damage, loss of income, emotional damage, or punitive damages.

11. ATTORNEYS' FEES AND COSTS

Employee and Employer agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this agreement, the prevailing party will be entitled to all of its expenses related to such litigation including, but not limited to, reasonable attorneys' fees and costs, both before and after judgment.

12. MISCELLANEOUS PROVISIONS

A. Accuracy of Representations

Employee understands that any projections regarding the financial status or potential for growth of this Employer are matters of opinion only and do not constitute a legally binding representation. Employee agrees that they have had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

B. Notices

Employee agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the school leader place of business of the Employer or residence of the Employee as set forth herein.

C. Entire Agreement

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

D. Modifications

Employee and Employer agree that this writing, along with those Agreements referred to within it, including, but not limited to, the Employee Handbook and [Non-Disclosure Agreement or any other applicable agreement], constitutes the entirety of the Employment Agreement between the parties.

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Any modifications to this Agreement may only be done in writing and must be signed by [an officer] of Employer.

E. Severability of Agreement

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver of Breach

The waiver by Employer of a breach of any provision of this Agreement by Employee shall not operate as a waiver of any subsequent breach by the Employee. No waiver shall be valid unless placed in writing and signed by [an officer] of Employer.

G. Ambiguities Related to Drafting

Employer and Employee agree that any ambiguity created by this document will not be construed against the drafter of same.

H. Choice of Law, Jurisdiction and Venue

Employee agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri and that should any claims be brought against Employer related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the county of [Jackson, Missouri]. Employee also consents to jurisdiction of any claims by Employer related to the terms or conditions of employment by a court of competent jurisdiction within the county of [Jackson, Missouri].

I. Submission to Drug Testing

Employee agrees and understands that it is the policy of Employer to maintain a drug-free work place. Employee consents to a pre-hire drug test. Employee understands that Employer has the right, upon reasonable suspicion, to demand that Employee immediately undergo testing for the presence of illegal or inappropriate drug usage.

J. Statute of Limitations

Employee has a one year statute of limitation for the filing of any requests for mediation, or arbitration, or for any lawsuit related to this Agreement or the terms and conditions of their employment. If said claim is filed more than one year subsequent to Employee's last day of employment it is precluded by this provision, regardless of whether the claim had accrued at that time or not.

_____ _____

Employee's Signature Date

_____

Employee's Name Printed

_____ _____

School Representative Date

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APPENDIX G

PROFESSIONAL PERSONNEL HIRING AND RECRUITMENT POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of recruitment and hiring of professional personnel.

SECTION 1. Authority to Hire

SECTION 1.1. The Governing Board shall approve through formal resolution or through an approved budget all positions for employment.

SECTION 2. Recruitment.

SECTION 2.1. 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.

SECTION 2.2. 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.

SECTION 2.3. Public notice shall be provided prior to hiring of a position.

SECTION 2.4. The School leader or Governing Board may elect to hire a qualified internal candidate or a previously interviewed external candidate in lieu of or in addition to publicly posting the position.

SECTION 3. Qualifications

SECTION 3.1. The Kansas City International Academy shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. The Kansas City International Academy 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 the (Charter School) 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;

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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.

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APPENDIX H

PERSONNEL EVALUATIONS POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of staff observations and evaluations.

SECTION 1. Staff Observations and Evaluations

SECTION 1.1. The Superintendent shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.2. Each certified staff member shall be formally observed and evaluated by the (School leader or other title) on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.3. Each classified staff member shall be formally evaluated by the Kansas City International Academy on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.4. The Kansas City International Academy shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

SECTION 1.4.1. The Employee shall have the right to acknowledge acceptance of 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.

SECTION 1.4.2. Employees may elect to follow the school's grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.

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APPENDIX I

EMPLOYEE DRESS CODE POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the expectations of employee dress and appropriate attire.

SECTION 1. Purpose of Employee Dress Code

SECTION 1.1. 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

SECTION 1.2. All staff shall dress in a manner and style in accordance with administrative regulations set forth by the Superintendent.

SECTION 2. Dress Code

SECTION 2.1. An employee who is inappropriately dressed, in the opinion of the (School leader or other title), may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

SECTION 2.2. Appropriate dress includes but is not limited to:

- Business suits/coordinated pants suits
- Collared shirts with and without ties
- Skirts
- Dresses
- Slacks
- Sweaters, blouses, knit tops, jackets
- Coordinated dress shorts ensemble with appropriate shoes and hosiery
- Sweatshirts and tee shirts with school-related insignia
- Appropriate shoes
- Attire in accordance with the environmental requirements for specific job assignments

SECTION 2.3. To ensure that employees are professionally attired, the following are considered unacceptable:

- Shorts (except for physical education)
- Jeans, including overalls, of any color (acceptable only for special projects or activities or related to specific job assignments)
- Hats/headwraps
- Immodest dress such as dress which is too short (more than three inches above the knees) or tight or otherwise revealing

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- Oversized tee shirts and undershirts
- Leggings/spandex
- Tank tops
- See-through clothing
- Sundress without a jacket
- Clothing that exposes the midriff
- Extremely low cut dresses and blouses
- Exercise/jogging suit
- Other attire as deemed inappropriate by the school leader

SECTION 2.4. The Kansas City International Academy Governing 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 Kansas City International Academy of the medical necessity or the bona fide personal religious practice that gives rise to the need for deviation from the policy.

SECTION 2.5. 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 Superintendent.

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APPENDIX J

STAFF COMPLAINTS AND GRIEVANCES POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the process for the filing of complaints and/or grievances.

SECTION 1. Intent of the Policy

SECTION 1.1. The purpose of this policy is to provide 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.

SECTION 1.2. 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.

SECTION 2. Definitions

SECTION 2.1. Complaint - A complaint means 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.

SECTION 2.2. Employee - Employee shall mean any person hired by the Board to perform services either full or part-time.

SECTION 2.3. Days - Days shall mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.

SECTION 2.4. School Leader - Employee possessing that degree of administrative authority.

SECTION 2.5. Parties in Interest - Any persons involved in the processing and investigation of the complaint.

SECTION 2.6. Complaint File - A file maintained by the (School leader of other title) containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.

SECTION 2.7. Board - The Governing Board of (charter school name).

SECTION 2.8. Notification - Means 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 notifie

SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

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SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of Kansas City International Academy 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.

SECTION 3.2 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 414 Wallace, Kansas City, Missouri 64125.

SECTION 4.2. 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.

SECTION 4.3. 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.

SECTION 4.4. The Governing Board may appoint a member of the State Bar 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.

SECTION 4.5. 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 Governing Board; provided however, 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.

SECTION 4.6 The overall time frame from the initiation of the complaint until rendition of the decision by the Governing 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.

SECTION 4.7. 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 Superintendent within twenty (5) business days of the hearing.

SECTION 4.8. The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the Superintendent 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.

SECTION 4.9. If the complainant is dissatisfied with the review of the supervisor's decision, he or she

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must forward an appeal to the Board President within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Board President 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 Board President.

SECTION 4.10 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 Governing 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 School Leader or the complainant.

SECTION 4.11. The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the School Leader 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 Governing 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.

SECTION 4.12. 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.

SECTION 5. Prohibited Reprisal Provision

SECTION 5.1. 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.

SECTION 6. Collection of Information

SECTION 6.1. 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.

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APPENDIX K

PERSONAL LEAVE POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the leave policy for all personnel.

SECTION 1. Sick Leave

SECTION 1.1. Full-time employees (twenty or more hours per week) of the school shall be eligible for sick leave based upon years of service. Employees paid on a part-time, seasonal, or temporary basis are not eligible for leave benefits.

SECTION 1.2. Sick leave for full time employees is earned based upon years of service. Unused days accumulated up to (5) days, plus applicable number of days for the current year to a maximum of (15) days.

SECTION 1.3. Employees working less than 40 hours per week will earn a pro-rated share of sick leave.

SECTION 1.4. Teachers earn sick leave during their ten-month work year.

SECTION 1.5. 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.

SECTION 1.6. 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.

SECTION 1.7. Upon the approval of the Superintendent, 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.

SECTION 1.9. 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.

SECTION 1.10. When an employee terminates employment with Kansas City International Academy and immediately retires, he/she will be compensated for unused sick leave hours up to the maximum of 20 days.

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SECTION 1.10.1. Retirement requires at least 60 days notification and budget adjustments for accumulated and unused sick leave must be approved by the Governing Board.

SECTION 1.10.2. This payment will be made one month after the employee received his/her final check or in the next payroll cycle following board resolution for budget adjustment, whichever comes sooner.

SECTION 2. Personal Leave

SECTION 2.1. Per fiscal year, an employee may use up to a maximum of (three) days of any accumulated sick leave for personal or professional reasons if prior approval of their absence is given by the Superintendent.

SECTION 2.2. 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.

SECTION 3. Adoption Leave

SECTION 3.1. 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.

SECTION 4. Vacation for 12 Month Employees

SECTION 4.1. Vacation schedule applies for all twelve month employees. Service refers to continuous Kansas City International Academy service.

SECTION 4.2. 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.

SECTION 4.2.1. For vacation purposes, the length of employment will be determined on the anniversary date of employment.

SECTION 4.2.2. Earned vacation for 12 month employees shall be calculated as follows):

1 - 5 years service	20 days
6 -20 + years service	24 days

SECTION 4.3. Vacation leave that is unused may be carried over to the next (fiscal/school) year.

SECTION 4.4. All vacation leave is subject to approval by the Superintendent.

SECTION 4.5. At the time of termination, employees will receive pay for earned vacation up to 20 earned days. This may be added to longevity at retirement.

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SECTION 4.6. Earned vacation may be used in order to extend sick leave.

SECTION 4.7. Holidays for Kansas City International Academy twelve month employees:

No. of Working Days Holidays

(1) New Year's Day
(1) Martin Luther King's Birthday
(1) Spring Holidays
(1) Memorial Day
(1) Independence Day
(1) Labor Day
(2) Thanksgiving
(7) Winter Holidays

SECTION 4.8. The Board may grant extended leaves of absence. (All extended leaves of absence may be without pay, and extended leave will be for not more than (12) months unless approved by the Board. In order to qualify for extended leave, an employee must have completed at least (three) full years of service with Kansas City International Academy.

Extended leaves of absence may be granted for the following reasons:
Continuing Education
Health Issues
Child-Care Reasons
To run for political office

SECTION 4.8.1. If an employee is elected to office, extended leave may be granted that will be sufficient to allow the person to serve one full term if such service would interfere with the employee's responsibility to the Board.

SECTION 4.8.2. 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.

SECTION 4.8.3. 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 Kansas City International Academy, effective as of the beginning date of the approved leave.

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APPENDIX L

MANDATORY REPORTING OF CHILD ABUSE POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy pertains to the mandatory reporting of suspected child abuse.

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.

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APPENDIX L(i)

Amy Hestir StudentProtection Act

SCS/SB 54 - This act creates the "Amy Hestir Student Protection Act." (Section 160.085)

SECTION 37.710 -This act grants the Office of the Child Advocate the authority to file any findings or reports of the Child Advocate regarding the parent or child with the court and to issue recommendations regarding the disposition of an investigation, which may be provided to the court and the investigating agency. The Office may also mediate between alleged victims of sexual misconduct and school.

SECTION 160.261 - If a student reports alleged sexual misconduct by a teacher or other school employee to a school employee who is required to report to the Children's Division, the employee and the school district superintendent must forward the allegation to the Children's Division within twenty-four hours. Any reports made to the Children's Division must be investigated by the Division in accordance with Division procedures. The school district must not conduct an investigation for purposes of determining whether the allegations should be substantiated. A district may investigate the allegations for purposes of making a decision regarding the accused employee's employment. This act also requires the investigating officers to review the report using a preponderance of evidence standard.

SECTION 160.262 -This act authorizes the Office of the Child Advocate to offer mediation services when requested by both parties when child abuse allegations arise in a school setting. The employee, or school district will be required to enter into mediation. If either party does not wish to enter into mediation, mediation will not occur. Procedures for mediation are described in the act.

SECTIONS 160.2100 & 160.2110: This act creates the Task Force on the Prevention of Sexual Abuse of Children. This act shall be known and may be cited as "Erin's Law."

Task Force members must be individuals who are actively involved in the prevention of child abuse and neglect and child welfare. The President Pro Tern of the Senate, the Minority Leader of the Senate, the Speaker of the House of Representatives, and the Minority Leader of the House of Representatives may each appoint one member of the General Assembly to the task force. The following additional members will be on the task force: the director of the Department of Social Services, or his or her designee; the Commissioner of Education, or his or her designee; the director of the Department of Health and Senior Services, or his or her designee; the director of the Office of Prosecution Services, or his or her designee; a representative representing law enforcement, appointed by the Governor; three active teachers employed in Missouri, appointed by the Governor; a representative of an organization involved in forensic investigation relating to child abuse,

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appointed by the Governor; a school superintendent, appointed by the Governor; a representative of the State Domestic Violence Coalition, appointed by the Governor; a representative from the juvenile and family court, appointed by the Governor; a

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representative from the Missouri Network of Child Advocacy Centers, appointed by the Governor; and an at-large member appointed by the Governor.

The Task Force must make recommendations for reducing child sexual abuse. The Task Force must submit a final report with its recommendations to the Governor, General Assembly, and State Board of Education by January 1, 2013. The Task Force will end on January 1, 2013.

The Task Force may also adopt a policy addressing sexual abuse of children, including a curriculum.

SECTION 162.014 - A registered sex offender, or a person required to be registered as a sex offender, is prohibited from being a candidate for school board. A sitting school board member who is a registered sex offender or is required to be registered will not be eligible to serve as a board member at the conclusion of his or her term.

SECTION 162.068 - By July 1, 2012, every school district must adopt a written policy on information that the district may provide about former employees to other public schools.

The act grants civil immunity to school employees who are permitted to respond to requests for information regarding former employees under a school policy and who communicates only the information that the policy directs and who acts in good faith and without malice. If an action is brought against the employee, he or she may request that the Attorney General defend him or her in the suit, except as described in the act.

If a school had an employee whose job involved contact with children and the school received allegations of the employee's sexual misconduct and as a result of such allegations or as a result of such allegations being substantiated by the Child Abuse and Neglect Review Board the school dismisses the employee or allows the employee to resign and the school fails to disclose the allegations in a reference to another school or when responding to a potential employer's request for information regarding such employee, the school will be liable for damages and have third-party liability for any legal liability, legal fees, costs, and expenses incurred by the employing school caused by the failure to disclose such information to the employing district.

When a school employs a person who has been investigated by the Children's Division and for whom there has been a finding of substantiated from such investigation, the school must immediately suspend the person's employment. The school may return the person to his or her employment if the Child Abuse and Neglect Review Board's finding that the allegation is substantiated is reversed by a court on appeal. Nothing shall preclude a school from otherwise lawfully terminating

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the employment of an employee about whom there has been a finding of unsubstantiated from such an investigation.

A school that has employed a person for whom there was a finding of substantiated from a Children's Division investigation must disclose the finding of substantiated to any other public school that contacts it for a reference.

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A school is prohibited from discharging or discriminating against an employee who, acting in good faith, reports alleged sexual misconduct.

SECTION 162.069 - By January 1, 2012, every school must develop a written policy concerning teacher-student communication and employee-student communications. Each policy must include appropriate oral and nonverbal personal communication, which may be combined with sexual harassment policies, and appropriate use of electronic media as described in the act, including social networking sites. Teachers cannot establish, maintain, or use a work-related website unless it is available to school administrators and the child's legal custodian, physical custodian, or legal guardian. Teachers also cannot have a non work-related website that allows exclusive access with a current or former student. Former student is defined as any person who was at one time a student at the school at which the teacher is employed and who is eighteen years of age or less and who has not graduated.

By January 1, 2012, each school must include in its teacher and employee training a component that provides information on identifying signs of sexual abuse in children and of potentially abusive relationships between children and adults, with an emphasis on mandatory reporting. Training must also include an emphasis on the obligation of mandated reporters to report suspected abuse by other mandatory reporters.

SECTION 168.021- In order to obtain a teaching certificate, an applicant must complete a background check as provided in section 168.133.

SECTION 168.071 - The crimes of sexual contact with a student while on public school property as well as second and third degree sexual misconduct are added to the offenses for which a teacher's license or certificate may be revoked.

SECTION 168.133 - School districts are responsible for conducting the criminal background check on bus drivers they employ. For drivers employed by a pupil transportation company under contract with the district, the criminal background check must be conducted through the Highway Patrol's criminal record review and must conform to the requirements of the National Child Protection Act of 1993, as amended by the Volunteers for Children Act. A school's criminal background check on school employees must include a search of publicly available information in an electronic format that displays information through a public index or single case display.

This act changes, from two to one, the number of sets of fingerprints an applicant must submit for a criminal history background check. The Department of Elementary and Secondary Education must facilitate an annual check for employees with active teaching certificates against criminal history records in the central repository, sexual offender registry, and child abuse central registry. The Missouri Highway Patrol must provide ongoing electronic updates to criminal history background checks for those persons previously submitted by the Department of Elementary and Secondary Education.

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A school may conduct a new criminal background check and fingerprint collection for a newly hired employee at its own expense.

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SECTION 210.135 -Third-party reporters of child abuse who report an alleged incident to any employee of a school are immune from civil and criminal liability under certain circumstances.

SECTION 210.145 -The Children's Division must provide information about the Office of the Child Advocate and services it may provide to any individual who is not satisfied with the results of an investigation.

SECTION 210.152 -The Children's Division may reopen a case for review at the request of the alleged perpetrator, alleged victim, or the Office of the Child Advocate if new, specific, and credible evidence is obtained that the Division's decision was based on fraud or misrepresentation of material facts relevant to the Division's decision. Procedures for reopening an investigation are described in the act. Any person who makes a request to reopen based on facts the person knows to be false will be guilty of a class A misdemeanor. The Division cannot reopen an investigation while the case is pending before a court or when a court has entered a final judgment after de novo judicial review.

SECTIONS 210.915 and 210.922 -This act adds the Department of Elementary and Secondary Education to the list of departments that must collaborate to compare records on child-care, elder-care, and personal-care workers, including those individuals required to undergo a background check under Section 168.133 and who may use registry information to carry out assigned duties.

SECTION 556.037 -This act modifies the current statute of limitations for the prosecution of unlawful sexual offenses involving a person eighteen years of age or younger so that such a prosecution must be commenced within thirty years after the victim reaches the age of eighteen.

This act is identical to the perfected version of SS/SB 286 (2011), contains provisions identical to HB 219 (2011), and is substantially similar to the perfected version of SCS/SB 631 (2010), is similar to SB 41 (2009), HCS/HB 1314 (2008), SB 1212 (2008) and contains provisions similar to HB 1911 (2010), HB 2334 (2008) and HB 2579 (2008).

August 10, 2015

APPENDIX M

COMMUNICABLE DISEASES POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The Governing Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.

SECTION 2. Definitions.

SECTION 2.1. **Communicable disease:** a disease that can be directly or indirectly transmitted from one person to another.

SECTION 2.2. **HIV infection**: an infection in which the human immuno-deficiency virus is present.

SECTION 3. Protections

SECTION 3.1. No student shall be denied access to nor shall an otherwise qualified individual be denied employment in the educational programs of the Governing Board solely because he or she is infected with a communicable disease.

SECTION 3.2. 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 Governing 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 Superintendent is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

SECTION 4.1. Each year, the Superintendent shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

SECTION 4.1.1. 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.

SECTION 5. Identification of Potential Risks

SECTION 5.1. 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

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- The probability that the disease will be transmitted and will cause varying degrees of harm.

SECTION 5.1. Once the student's or employee's medical condition has been determined, the (School leader or other title) 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 Governing 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.

SECTION 5.2. 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 Governing Board programs or to be employed by the Board.

SECTION 5.3. 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 (School leader or other title) is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten 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.

SECTION 5.4. 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.

SECTION 6. Privacy Rights

SECTION 6.1. 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.

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APPENDIX N

SAMPLE EMPLOYMENT APPLICATION

PLEASE PRINT AND COMPLETELY ANSWER ALL QUESTIONS

(insert name of school) fully subscribes to the principles of Equal Employment Opportunity. It is our policy to provide employment, compensation, and other benefits related to employment based on qualifications, without regard to race, color, religion, national origin, age, sex, veteran status, disability, or any other basis prohibited by federal, state or local law. In accordance with the requirements of the Americans With Disabilities Act, it is our policy to provide reasonable accommodation upon request during the application process to eligible applicants in order that they may be given a full and fair opportunity to be considered for employment. As an equal opportunity employer, we intend to comply fully with applicable federal and State employment laws and the information requested on this application will only be used for purposes consistent with those laws. Applications are only accepted for positions currently available and will only be considered for thirty (30) days from today's date or until the position applied for is filled, whichever first occurs.

POSITION APPLIED FOR:_____

DATE: _____

Personal Data

_____

Last Name First Middle Social Security Number

_____

Street Address City State/Zip Code Telephone Number

Are you at least 18 years old? Yes ■ No ■ If not, state your age for child labor law purposes only: ____

Are there any days, shifts or hours you will not work?_____ If yes, please explain:

_____

Are you available for out of town work?_____

Will you and can you work overtime, if required? _____

_____

When will you be able to start work?_____

Have you taken any illegal drugs in the last 30 days?

_____

How did you learn of our School? _____If a referral, whom were you referred by?:

_____

Have you ever applied or worked here before? Yes ■ No ■

If yes, provide date: _____

Are you legally authorized to work in the United States: Yes ■ No ■

Will you now or in the future require sponsorship for employment visa status (e.g., H-1B visa status)?

Yes ■ No ■

Note: The Federal Immigration and Reform and Control Act of 1986 requires that an INS Employment Eligibility Verification "Form I-9" be completed for every new hire and that within 3 business days of beginning work every new hire must present to the employer documentation establishing his/her identity and authorization for work. This federal requirement must be satisfied as a condition of employment.

Have you been convicted of a felony within the last seven years? Yes ■ No ■

Date of Conviction: _____ Note: Answering "yes" does not automatically exclude you from further consideration for the position. If yes, please explain on the Additional Comments section, including the penalty imposed.

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Have you been convicted within the last seven years of misappropriation of funds, embezzlement or other dishonest conduct, an offense involving the use of a weapon, physical assault or other violent crimes?

Yes ■ No ■ If yes, please explain on the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Have you ever been a defendant in a civil action for an intentional tort (intentional commission of a wrongful act)?

Yes ■ No ■

If yes, include nature of the intentional tort and the disposition of the action in the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Name:_____Social Security:_____

Driving Record (Answer only if driving is a requirement of the job for which you are applying)

Do you have a valid drivers license? Yes ■ No ■

State_____License No.:_____

Have you had any tickets? Yes ■ No ■

If yes, please explain: _____

_____

_____ Has your license ever been suspended or revoked? Yes ■ No If yes, please explain:

_____

_____

_____ Do you have any DUI or DWI convictions? Yes ■ No ■

If yes, please state when you were convicted and explain: _____

_____

Additional Comments (Use the space below to supply any additional information relevant to the job applied for)

_____

_____

_____

Education (May or may not be considered depending on job applied for)

Describe any educational degrees, skills, training or experience that are relevant to the job applied for:

Name, City and State of Educational Institution

Graduated? Yes No

If no Degree, Credits earned

Type of Degree Received or Expected
Major
Minor

Grade Point
Overall GPA

High School

College or University

Technical/GED/Other

Licenses, Certifications/Other

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Employment History (Please complete for all full-time or part-time employment beginning with most recent employer)

School Name _____ Telephone # _____

Address _____ Dates Employed From To

Name of Supervisor _____ May we contact? Yes ■ No ■ Rate of Pay Start Last

State job titles and describe job duties _____

Reason for leaving _____

School Name _____ Telephone # _____

Address _____ Dates Employed From To

Name of Supervisor _____ May we contact? Yes ■ No ■ Rate of Pay Start Last

State job titles and describe job duties _____

Reason for leaving _____

School Name _____ Telephone # _____

Address _____ Dates Employed From To

Name of Supervisor _____ May we contact? Yes ■ No ■ Rate of Pay Start Last

State job titles and describe job duties _____

Reason for leaving _____

School Name _____ Telephone # _____

Address _____ Dates Employed From To

Name of Supervisor _____ May we contact? Yes ■ No ■ Rate of Pay Start Last

State job titles and describe job duties _____

Reason for leaving _____

Please explain any gaps in your employment history.

_____

_____

Have you ever been discharged or forced to resign? Yes ■ No ■ If yes, explain:

_____

Did you receive any discipline in the last 12 months of active employment? Yes ■ No ■
If yes, please explain: _____

_____

Were you given a performance evaluation within the last 12 months of active employment? Yes ■ No ■ If yes, what was the range of scores used and what was your score? _____

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Have you signed any non-compete or non-solicit agreement with any other employer that might restrict you from working for this school? Yes ■ No ■ If yes, please explain:

_____

(You may be required to furnish a copy of the agreement)

Military (Complete only if you served in the military)

Branch of Service:_____

Number of Years/Months of Service: _____

Rank at Discharge:_____

Date of Discharge:_____ Reason for leaving: _____

Describe any military skills, training or experience you believe are relevant to the job applied for:

_____

_____

APPLICANT'S ACKNOWLEDGMENT

I certify that the answers given herein are true and complete to the best of my knowledge. I understand that any misrepresentations, omissions of facts or incomplete answers in any application document will disqualify me from further consideration for employment. I further understand that, if employed, any misrepresentations or omissions of facts in any application document will be cause for my dismissal at any time without prior notice.

I understand that, if employed, my employment is not for a specific term and may be terminated by me or my Employer(s) with or without notice or cause at any time. I further understand that no oral promise, Employer(s) policy, custom, business practice or other procedure (including the Personnel Handbook or any personnel manuals) constitute an employment contract or modification of the at-will employment relationship between me and the Employer(s).

I understand that applicants for certain positions may be required to qualify for employment based on additional employment criteria. For example, I may be required to take job-related tests; take a driver's examination; submit to a background investigation; take a pre- employment drug test. If I am offered employment or start work before any required test is completed, my employment is contingent on a satisfactory result on all required tests. I authorize (insert name of school) to release the results of background checks (if any) and my pre-employment drug/alcohol test (if any), any information on this application and any relevant information about me whom I have applied for employment, and release (insert name of school) from any and all claims related to the lawful release of this information. I further authorize the release of any background check results of any drug/alcohol test to any state or federal authority requesting such information and in response to a valid subpoena or other legal document.

I acknowledge that this application will remain active for 30 days from this date. If I have not heard from the School at the conclusion of this 30 day period, it is my responsibility to complete a new application if I still wish to be considered for employment.

Signature:_____ Date: _____

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The Superintendent shall be the chief administrative officer for the School. He is responsible for the effective operation of the School; for the general administration of all instructional, business or other operations of the School; and for advising and making recommendations to the Board of Education with respect to such school activities.

Primary Activities
The Superintendent shall possess the following powers and be charged with the following duties:

A. To be the chief executive officer of the District, with the right to speak on all matters before the Board, but not to vote

B. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

2. **Responsibilities**

A. Keep the Board informed of the condition of the schools educational system; assure effective communication between the Board and the staff of the school. Relay all communications by the Board regarding personnel to district employees and receive from all school personnel any communications directed to the Board.

B. Prepare the agenda for Board meetings, in consultation with the President of the Board.

C. See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.

D. See to the execution of all decisions of the Board.

E. See that sound plans of organization, educational programs and services are developed and maintained for the Board.

F. Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.

G. Be directly responsible for news releases and/or other items of public interest emanating from all school employees which pertain to education matters, policies, procedures, school related incidents or events.

H. Provide for the optimum use of the staff of the school. See that the school is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.

I. Prior to action by the Board, recommend the appointment, discipline or termination of employment of the administrators of the school.

J. Prior to action by the Board, recommend the appointment, discipline or termination of employment of teaching and non-teaching personnel of the school.

K. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.

L. See that the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by May 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.

M. See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered.

N. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.

O. Establish and maintain liaison with community groups which are interested or involved in the educational programs of the school.

3. **Primary Relationships**

The superintendent observes and conducts the following relationships:

A. *Board of Education*

1. As chief executive officer, be accountable to the Board of Education, as a Board, for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
2. Attend, or have a representative attend, all meetings of the Board.
3. Represent the school as the chief executive officer in dealings with other school systems, agencies of government, and the general public.
4. Report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.
5. Act as reference agent for problems brought to the Board.
6. Work with the Board of Education to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board of Education.

B. *Administrators*

1. Directly oversee the work of other admin office personnel.
2. Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the school.
3. Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
4. Approve the vacation schedules for administrators; and be personally responsible for all evaluations of administrators.
5. Work with other Board employees and advisors, including auditors, architects, attorneys, consultants and contractors.

Position Title: Teacher

Job Goal: To assist students in leaning the appropriate subject matter, skills and/or attitudes that will contribute to their development as responsible citizens.

Key Functions:

1. Participates in curriculum review and design.
2. Employs a variety of effective instructional strategies consistent with lesson objectives.
3. Diagnoses and evaluate student abilities and progress in a timely and consistent manner.
4. Monitors student progress and adjusts instruction accordingly.
5. Plans a program of study that meets the individual needs, interests, and abilities of the students.
6. Creates a classroom environment that is conducive to learning.
7. Assesses the accomplishments of students on a regular basis and provides progress reports as required.
8. Refers student for alternative service as provided by KCIA.

Other Job Functions:

1. Abides by Missouri statutes, school board policies and regulations.
2. Attends meetings and performs duties as assigned by administrators or supervisors.
3. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
4. Maintains accurate, complete, and correct records as required by law, district policy and administrative regulation.

Position Title: Teacher Assistant

Qualifications:

1. A minimum of 60 college hours.
2. Must maintain a current substitute or Teaching certificate through the Missouri Department of Elementary and secondary Education.
3. Bachelor's degree with Missouri teacher certification preferred.
4. Positive interpersonal skills.
5. Effective communication skills.

Reports To: Classroom Teacher and Administrator

Performance Responsibilities:

Teacher assistants serve to enhance the instructional program available in the schools. They are employed to provide better learning opportunities for students in situations where a large class sizes or a special need exist. The assistant aids the teacher in providing instruction, and also performs duties which free the teacher to work with those students needing more help. Many of the duties performed by the assistant are similar to those performed by the teacher. However, the assistant works under the direction of the teacher, and only the teacher may diagnose and prescribe for the learning needs of the students. All plans for a lesson originate though the classroom teacher.

Essential Job Functions:

1. Tutor individuals or small groups.
2. Escort class to other instructional areas.
3. Operate instructional equipment for the classroom.
4. Gather and produce instructional material for use in the classroom.
5. Aid in administering of tests relating to curriculum.

Position Title: Custodian/Maintenance

Key Functions:

1. Read and communicate to district staff using email on a regular basis.
2. Organize special function setups such as meetings and games.
3. Ensure other custodial staff are aware of building activities, deadlines, and expectations.
4. Perform weekend or evening security checks when called.
5. Maintain an inventory and recommends purchase of suitable supplies, tools, and equipment.
6. Evaluate the performance of the custodial staff on a regular basis, serve as mentor and role model, coach employees as needed for skill improvement and development.
7. Strive constantly to promote the safety, health, and comfort of the students and employees.
8. Perform major cleaning tasks such as vacuuming, wet mopping, sweeping. Dusting, emptying trash, disinfecting classrooms.
9. Clean restrooms, including floors and all fixtures.
10. Wash windows and sills.
11. Perform ongoing tasks such as replacing light bulbs, filling dispensers, and setting up facilities for student and adult use.
12. Make minor building repairs and promptly report major repairs using a work order.
13. Work overtime and on weekends as necessary to meet district needs.
14. Ensure that all doors and windows are appropriately locked.
15. Must be able to go up and down stairs frequently as well as regular bending and standing as needed in a daily shift.
16. Organize and direct major clean-up in summer, such as washing desks and chairs, washing walls, paint touch ups, etc.
17. Pull weeds and keep grounds free of rubbish.
18. Shovel snow from steps and sidewalks, and apply ice melt when appropriate.

Position Title: Administrative Assistant

Qualifications:

1. Experience working in a professional office setting.
2. Strong computer skills, and proficiency in Microsoft Office
3. Operate personal computer, laptop computer, peripheral computer equipment, and other office equipment with high degree of skill.
4. Use a calculator and be highly accurate with numbers.
5. Highly motivated with strong organizational skills; able to coordinate multiple tasks at one time.
6. Self-starter and able work independently.
7. Strong telephone and interpersonal communication skills.

Job Functions:

1. Answer phone, receive messages, and respond to inquiries by staff, parents, or patrons of the school.
2. File and sort paperwork.
3. Input data for record keeping in multiple software systems.
4. Produce brochures, handbooks, notebooks, flyers, and meeting agendas.
5. Prepare letters of correspondence.
6. Schedule and organize meeting or events, coordinate and set up supplies needed for meetings or events, take meeting minutes.
7. Type or prepare reports, compile data, and distribute information to parties both inside and out of the school.
8. Maintain confidentiality.
9. Present and communicate in a professional manner.

Position Title: Instructional Coach

Reports To: Director of Curriculum & Instruction

Job Functions:

1. Provide professional development training and continued support.
2. Support curriculum development implementation that may include ensuring internal and external alignment, developing curriculum maps and identifying support resources.
3. Work with building administrators and teachers in using data to improve individual and school performance.
4. Work with teachers on developing and implementing effective assessments, both across the district and within classrooms.
5. Model and support teachers in the implementation of all instructional strategies.
6. Assist teachers in integrating technology into classroom instruction.
7. Promote the sharing of effective teaching practices among staff throughout the district.
8. Serve as a resource to principals in the areas of curriculum, assessment, and instruction.
9. Remain current with best practices and current research on teaching and learning.

Position Title: Elementary Principal

Report To: Superintendent

Responsibility:

The Elementary Principal is responsible for providing effective instructional leadership and is accountable for the school's operation. Major responsibilities include the educational program, professional and classified staff, student development, facility maintenance and management, fiscal management activities, and developing effective community relations.

Qualifications:

1. Minimum of three (3) years teaching experience.
2. Elementary Principal Certification.
3. Educational Specialist Degree with Doctorate preferred.
4. Effective leadership skills and experiences.
5. Proven background in instruction, assessment, and professional development.

Essential Job Functions:

1. Participates in developing building goals according to the educational goals of the district.
2. Develops and implements educational programs according to goals and strategic plan of the district and school site based team.
3. Works with staff to develop a procedure to improve the assessment and instructional techniques used to teach the curriculum and develop a plan that allows teachers to practice new assessment and instructional techniques.
4. Ensures faculty involvement in the identification and development of goals that improve classroom instruction and increase student learning.Provides leadership in developing the necessary climate for change and growth within the school.

5. Provides leadership in developing the necessary climate for change and growth within the school.
6. Demonstrates effective screening and interviewing skills to select staff that will complement existing staff.
7. Observes instruction and provides feedback to teachers to improve instruction.
8. Provides staff development on an ongoing basis to involve staff in assessing and improving instruction, improving building communication, improving working relationships in the school, and improving ways to provide support to staff.
9. Provides an orientation program for new staff members.
10. Monitors student progress throughout the year.
11. Provides for a safe, orderly, positive, clean school environment.
12. Supports and participates in parent/community activities.
13. Provides for a systematic program of self-evaluation to improve daily performance.
14. Informs appropriate central office personnel of problems, progress, and plans in the building as they occur and identify.
15. Manages resources, personnel, and time in order to provide for effective and efficient day-to-day. Operation of the school.

Position Title: Middle School Principal

Report To: Superintendent

Responsibility:

The Elementary Principal is responsible for providing effective instructional leadership and is accountable for the school's operation. Major responsibilities include the educational program, professional and classified staff, student development, facility maintenance and management, fiscal management activities, and developing effective community relations.

Qualifications:

1. Minimum of three (3) years teaching experience.
2. Elementary Principal Certification.
3. Educational Specialist Degree with Doctorate preferred.
4. Effective leadership skills and experiences.
5. Proven background in instruction, assessment, and professional development.

Essential Job Functions:

1. Participates in developing building goals according to the educational goals of the district.
2. Develops and implements educational programs according to goals and strategic plan of the district and school site based team.
3. Works with staff to develop a procedure to improve the assessment and instructional techniques used to teach the curriculum and develop a plan that allows teachers to practice new assessment and instructional techniques.
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12. Supports and participates in parent/community activities.
13. Provides for a systematic program of self-evaluation to improve daily performance.
14. Informs appropriate central office personnel of problems, progress, and plans in the building as they occur and identify.
15. Manages resources, personnel, and time in order to provide for effective and efficient day-to-day. Operation of the school.

Position Title: Director of Student Services

Job Goal: The job of Director of Student Services is done for the purpose/s if supporting the educational program with specific responsibilities for directing student programs and services; implementing and maintaining the Lumen Student Information System; providing information and serving as a resource to others; achieving defined objectives by planning, evaluating, developing, implementing and maintaining services in compliance with established guidelines; and serving as a member of the leadership team.

Key Functions:

1. Attends work on a regular and predictable basis for the purpose of providing students and staff with high quality services and education.
2. Collaborates with internal and external personnel (e.g. other administrators, public agencies, community members, private schools, state departments of education, board members, etc.) for the purpose of implementing and/or maintaining services and programs
3. Compiles data from a variety of sources (e.g. CORE data, homeless, wavier requests, etc.) for the purpose of developing and/or evaluating programs and/or complying with financial, legal and/or administrative requirements.
4. Facilitates meetings, workshops, seminars, (e.g. personnel actions, financial procedures, regulatory requirements, actions involving outside agencies, inter-district needs, etc.) for the purpose of identifying issues,

developing recommendations, supporting other staff, and serving as a District representative.

5. Participates in meetings, workshops, and seminars for the purpose of conveying and/or gathering information required to perform functions.
6. Prepares a variety of written materials (e.g. plans, budgets, funding requests, reports, analyses recommendations, procedures, needs assessments, evaluations, etc.) for the purpose of documenting activities and issues, meeting compliance requirements, providing audit references, making presentations, and/or providing information and/or providing supporting material for requested actions.
7. Responds to a variety of inquiries from parents, district personnel, other organizations, etc. for the purpose of resolving problems, providing information and/or referring to appropriate personnel.
8. Responsible for the reporting to DESE of CORE Data.
9. Responsible for collecting and reporting to DESE school attendance.
10. Supports the school transportation process.
11. Responsible for student recruitment and enrollment.
12. Helps with the supervision and implementation of the school grading program.
13. Supervises the Social Worker, School Counselor, and Nurses.
14. Responsible for all before and after school programs. This includes development implementation and evaluation of all programming.
15. Serves as the assistant hearing officer.
16. Help plan and supervise the parent involvement program and activities.
17. Coordinates and participates in testing preparation, working with Principals, Director of Curriculum and Instruction, Instructional Coaches, etc.
18. Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.
19. Responsible for the reporting of State and Federal programs as they pertain to students.

Position Title: Volunteer Coordinator

Job Goal: The Volunteer Coordinator is responsible for several tasks that are critical in achieving Kansas City International Academy's mission to committed to excellence in education, inspiring and empowering children from all nationalities and diverse backgrounds, giving them the foundation they need to achieve the highest level of success in life. The volunteer coordinator is responsible for recruiting and coordinating volunteers to work with KCIA staff members and students, and ensuring that volunteer efforts and abilities are well-utilized.

Key Functions:

1. Expand opportunities for volunteers to engage with our school by working with the KCIA staff members to identify tasks important to advancing our mission that can be effectively implemented by volunteers.
2. Promote KCIA and its volunteer opportunities to community members and organizations with a particular emphasis on building new community relationships and reaching new supporters.
3. Identify volunteer skill sets, facilitate volunteer trainings and orientations and coordinate all volunteer activities in close partnership with the faculty, Principal, and Superintendent.
4. Serve as the primary communication link between volunteers and the school, ensuring that volunteers are well-informed, scheduled appropriately and that their time and talents are well-utilized. Track and evaluate volunteer activities in order to improve volunteer experiences and maximize their contributions.

5. Maintain the school's website as it relates to volunteer needs and opportunities, its Facebook presence and other emerging media tools that connect volunteers and donors to the school.
6. Design and implement the school's volunteer appreciation events, and help coordinate all aspects of the such events including student and staff involvement.
7. Maintain database of volunteers group and individuals along with accurate record of volunteer hours and schedule.
8. Work with the KCIA Social Worker in identifying in-kind donation needs, establishing clear guidelines on items that will be accepted by the school, processing and recording all in-kind donations and acknowledging the donor.
9. Other tasks related to these core responsibilities or as assigned by the Superintendent.

Position Title: Director of Curriculum and Instruction

Report To: Superintendent

Job Functions:

1. Assist in the development and revision of the district's curriculum.
2. Assist in the monitoring and evaluation of the performance and progress of the districts curricular programs.
3. Applies a working knowledge of federal, state, and district requirements to revise instructional and educational program.
4. Maintains current knowledge on state and federal requirements in the area of curriculum.
5. Oversees the development and implementation of high quality local assessments to meet state requirements and track student progress on state standards.
6. Develops and administers the districts assessment program.
7. Manages and supports technology-based assessment systems.
8. Maintains current knowledge on state and federal requirements in the area of assessment.
9. Serve as a resource for district and administrative personnel related to areas of expertise.
10. Maintain appropriate records and provides reports to the Board of Education and Superintendent as requested.

Position Title: Assistant Superintendent

Report To: Superintendent

Responsibility:

1. Provides leadership and direction to the districts professional and curriculum development program.
2. Provides leadership and direction to the district's assessment program.
3. Performs all other duties and responsibilities as assigned by the Superintendent.

Qualifications:

1. Minimum of three (3) years teaching experience.
2. Principalship and administration office experience preferred.
3. A doctorate in Educational Administration/Leadership preferred.
4. Administrative certification required with Superintendent certification preferred.
5. Possesses collaborative and interpersonal skills.
6. Proven leadership skills.

Essential Job Functions:

1. Oversees the development, implementation and evaluation of district, state and federal programs that are related to the improvement of instruction.
2. Supervise employee Health & Wellness program for district employees.
3. Monitor class size status and recommends solutions to the superintendent.
4. Participate with district strategic planning processes.

5. Screen and selects qualified substitute teachers and maintain a register of available substitutes.
6. Monitors the curriculum development process.
7. Assists Superintendent in the development of board policies and district procedures that maximize learning for all students and staff.

Position Title: Security Officer

Job Goal: The Security Officer is responsible for several tasks that are critical in achieving Kansas City International Academy's mission to committed to excellence in education, inspiring and empowering children from all nationalities and diverse backgrounds, giving them the foundation they need to achieve the highest level of success in life.

Key Functions:

1. Monitor security cameras
2. Walk the halls, parking lots, and other school property to determine and maintain safety of students and staff
3. Assist teachers with discipline as needed
4. Assist custodial / maintenance staff with projects as needed throughout the building
5. Check the safety and report any maintenance needs of playground equipment
6. Bus duties – meets the buses as fence line each morning and each afternoon; communicate with office staff and Leadership with any student issues or concerns
7. Other tasks related to these core responsibilities or as assigned by the Superintendent.

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I. Employment Law and Labor Relations

Summary of Statutory Requirements

Charter schools are employers, and as such, are obligated to comply with overarching labor laws, including those related to civil rights, workplace safety, and a host of other areas. In addition, schools must comply with specific education laws and regulations which pertain to teacher qualifications, most notably the No Child Left Behind Act (NCLB). Schools must also comply with state and local laws and regulations governing education, including the Missouri Charter School Statutes as well as any other statutes and regulations regarding health and safety in the workplace, fingerprinting and criminal background checks etc. The following is a summary of the major federal employment laws and regulations.

1. WAGE AND HOUR – FAIR LABOR STANDARDS ACT (FLSA)

The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments. The FLSA designates employees as either exempt or nonexempt from federal and state wage and hour laws. In accordance with the Department of Labor, most executive, administrative and professional employees (including teachers and academic personnel in elementary and secondary schools) are considered exempt, meaning that they are exempt from both minimum wage and overtime pay provisions. Because exemptions are generally narrowly defined under the FLSA, schools should carefully check the exact terms and conditions for each category of employee. See http://www.dol.gov/whd/regs/compliance/hrg.htm#8.

The FLSA requires employers to pay nonexempt employees a minimum wage of not less than $7.70 per hour effective in 2017. The minimum wage limitations periodically change and should be monitored to ensure compliance (http://www.dol.gov).

The Wage and Hour Division of the U.S. Department of Labor administers and enforces the FLSA. Because the Federal law is more stringent than the Missouri law, an employer who is in compliance with federal law also complies with Missouri law.

Poster Requirements
Every employer must post, and keep posted, a notice explaining the Act in a conspicuous place. Although there is no size requirement for the poster, employees must be able to readily read it.

For more information, see http://www.dol.gov/compliance/topics/posters.htm

2. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) is a complicated federal statute and this manual will only highlight the main points of the law. Schools are encouraged to consult an attorney regarding their FMLA policies and procedures.

The FMLA provides a means for employees to balance their work and family responsibilities by taking unpaid leave for certain family and medical reasons if the employer is covered under the FMLA. An employer is covered under the FMLA if, as of the date an employee gives

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notice of the need for leave, the employer maintained 50 or more employees on the payroll during 20 or more calendar workweeks (not necessarily consecutive workweeks) in either the current or preceding year.

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. Eligible employees may take leave for the following reasons:

(1) To care for the employee's child after birth or placement for adoption or foster care of a child with the employee (leave taken for this reason must be completed within the 12 month period beginning on the date of birth or placement);

(2) To care for an immediate family member (spouse, child, parent) who has a serious health condition (does not include the employee's in-laws);

(3) To care for the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and

(4) Due to any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter 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 contingency operation.

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.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements and attending counseling sessions.

Spouses employed by the same employer are limited to a combined total of 26 workweeks in a single twelve month period if the leave is to care for a covered servicemember with a serious injury or illness and to a combined total of 12 workweeks in a 12 month period if the leave is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

FMLA leave is usually taken for a period of consecutive days, weeks or months. However, employees may take FMLA leave intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works each workday) when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Employees will receive their current rate of pay for hours worked.

During an approved FMLA leave, the employee's group health insurance coverage will be maintained under the same terms and conditions during the leave as if the employee had not taken leave. However, the employee must continue to pay the employee's portion, if any, of the group health plan premiums or the employee's benefits may be cancelled.

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At the end of approved FMLA leave, subject to some exceptions where job restoration of "key employees" will cause the employer substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Employees must be notified if they qualify as "key employees" if there is an intention to deny reinstatement and of their rights in such instances. "Key employees" are salaried employees that are within the highest paid ten percent of the workforce within 75 miles of the employee's worksite. The "key employee" exception only effects the employee's ability to be reinstated to his or her position, but does not affect the employee's ability to take leave under the FMLA. No more than ten percent of the workforce may be designated as "key employees."

Medical Certification

The employer has the right to request medical certification from the employee's health care provider supporting the need for the leave. If there is a reason to doubt the employee's medical certification, the employee may be required to obtain a second medical opinion at the employer's cost. If the opinions of the first and second health care providers differ, the employer may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the employer and the employee.

Depending upon the circumstances and the duration of FMLA leave, employees may be required to provide recertification of medical conditions giving rise to the need for leave.

Return to Work/Fitness for Duty Medical Certifications

Employers may require employees who were on FMLA leave due to their own serious health condition to provide a return to work certification from their health care provider

The FMLA makes it unlawful for employers to: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any preceding under or related to the FMLA. Employees who believe their rights under the FMLA have been violated may file a complaint with the Department of Labor or directly in federal or state court.

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. For more information, contact www.dol.gov.

See Appendix A for a sample FMLA policy.

Poster

All covered employers are required to display and keep on display a poster prepared by the Department of Labor summarizing the major provisions of the FMLA and telling employees how to file a complaint. The poster must be displayed in a conspicuous place where employees and applicants for employment can see it. Although there is no particular size requirement, the poster and all the text must be large enough to be easily read.

www.dol.gov/compliance/topics/posters.htm

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3. EQUAL EMPLOYMENT

The Federal laws prohibiting job discrimination are:

- Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin;
- the Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
- the Age Discrimination in Employment Act of 1967 (ADEA), which protects individuals who are 40 years of age or older;
- Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments;
- Sections 501 and 505 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified individuals with disabilities who work in the federal government; and
- the Civil Rights Act of 1991, which, among other things, provides monetary damages in cases of intentional employment discrimination.

The U.S. Equal Employment Opportunity Commission (EEOC) enforces all of these laws. EEOC also provides oversight and coordination of all federal equal employment opportunity regulations, practices, and policies.

The previously mentioned federal laws prohibit job discrimination based on the following:

a. Age: The Age Discrimination in Employment Act (ADEA) prohibits discrimination against workers who are 40 years of age or older and applies to employers with 20 or more employees. Missouri law provides it is a misdemeanor to discriminate in hiring and employment against individuals between the ages of 40 and 70.

The ADEA's broad ban against age discrimination also specifically prohibits:

- Statements or specifications in job notices or advertisements of age preference and limitations. An age limit may only be specified in the rare circumstance where age has been proven to be a *bona fide* occupational qualification (BFOQ). In order to establish that age is a BFOQ, an employer must prove that the age limitation is necessary to the success of the business and that a definable group or class of employees would be unable to perform the job safely and effectively. An example would be a mandatory retirement age for bus drivers or airplane pilots for safety reasons. The Equal Employment Opportunity Commission ("EEOC") and federal courts interpret the BFOQ exception very narrowly and schools should consult legal counsel prior to including a BFOQ in a job description or advertisement;
- Discrimination on the basis of age by apprenticeship programs, including joint labor-management apprenticeship programs; and

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- Denial of benefits to older employees. An employer may reduce benefits based on age only if the cost of providing the reduced benefits to older workers is the same as the cost of providing benefits to younger workers.

b. **Bankruptcy:** Generally, federal law prohibits discrimination in employment decisions against people who have declared bankruptcy.

c. **Disability:** Employers are prohibited from engaging in discrimination against qualified individuals with a disability by the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990 (ADA). The ADA prohibits discrimination on the basis of disability in all employment practices. It is necessary to understand several important ADA definitions to know who is protected by the law and what constitutes illegal discrimination:

Individual with a Disability
An individual with a disability under the ADA is a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. Major life activities are activities that an average person can perform with little or no difficulty such as walking, breathing, seeing, hearing, speaking, learning, and working.

Qualified Individual with a Disability
A qualified employee or applicant with a disability is someone who satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation
Reasonable accommodation may include, but is not limited to, making existing facilities used by employees readily accessible to and usable by persons with disabilities; job restructuring; modification of work schedules; providing additional unpaid leave; reassignment to a vacant position; acquiring or modifying equipment or devices; adjusting or modifying examinations, training materials, or policies; and providing qualified readers or interpreters. Reasonable accommodation may be necessary to apply for a job, to perform job functions, or to enjoy the benefits and privileges of employment that are enjoyed by people without disabilities. An employer is not required to lower production standards to make an accommodation. An employer generally is not obligated to provide personal use items such as eyeglasses or hearing aids.

Undue Hardship
An employer is required to make a reasonable accommodation to a qualified individual with a disability unless doing so would impose an undue hardship on the operation of the employer's business. Undue hardship means an action that requires significant difficulty or expense when considered in relation to factors such as a business' size, financial resources, and the nature and structure of its operation.

Prohibited Inquiries and Examinations
Before making an offer of employment, applicants may be asked about their ability to perform job functions, but an employer may not ask job applicants about the existence, nature, or severity of a disability. A job offer may be conditioned on the results of a medical examination, but only if the examination is required for all entering employees in the same job category. Medical examinations of employees must be job-related and consistent with business necessity.

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d. Drug and Alcohol Use

Employees and applicants currently engaging in the illegal use of drugs are not protected by the ADA when an employer acts on the basis of such use. Tests for illegal use of drugs are not considered medical examinations and, therefore, are not subject to the ADA's restrictions on medical examinations. Employers may hold individuals who are illegally using drugs and individuals with alcoholism to the same standards of performance as other employees.

e. **Equal Pay:** The Equal Pay Act (EPA) and Missouri law forbid employers to pay different wages to men and women who are performing equal jobs. The EPA prohibits discrimination on the basis of sex in the payment of wages or benefits, where men and women perform work of similar skill, effort, and responsibility for the same employer under similar working conditions.

Note that:

- Employers may not reduce wages of either sex to equalize pay between men and women.
- A violation of the EPA may occur where a different wage was/is paid to a person who worked in the same job before or after an employee of the opposite sex.
- A violation may also occur where a labor union causes the employer to violate the law.

f. **Pregnancy:** The Pregnancy Discrimination Act prohibits discrimination because of or on the basis of pregnancy, childbirth, or related medical conditions. Women affected by pregnancy, childbirth or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits, as other persons not so affected but similar in their ability or inability to work.

g. **Race, Color, Religion, Sex or National Origin:** Title VII of the Civil Rights Act of 1964 prohibits discrimination (any adverse employment action) by employers of 15 or more employees on the basis of race, color, religion, sex (including pregnancy) or national origin (the country where a person was born). Discrimination based upon national origin does not include discrimination based solely on a person's citizenship. In order to be actionable, the employment decision must have been materially adverse to the employee, which generally means a loss of compensation, career prospects or a humiliating change in work conditions.

SPECIFICALLY, under The Missouri Humans Right Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA), it is illegal to discriminate in any aspect of employment, including:

- hiring and firing;
- compensation, assignment, or classification of employees;
- transfer, promotion, layoff, or recall;
- job advertisements;
- recruitment;

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- testing;
- use of school facilities;
- training and apprenticeship programs;
- fringe benefits;
- pay, retirement plans, and disability leave; or
- other terms and conditions of employment.

Discriminatory practices under these laws also include:

- retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices;
- employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities; and
- denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability. Title VII also prohibits discrimination because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

The Civil Rights Act of 1866, 42 U.S.C. Section 1981 prohibits discrimination against employees based upon their race and applies to all employers regardless of whether or not that have 15 employees. Race is defined broadly to mean identifiable classes of persons based upon their ancestry or ethnic characteristics. The law prohibits employers from retaliating against their employees for asserting their rights to be free of discrimination.

Title VII of the Civil Rights Act of 1964: Title VII's broad prohibitions against sex discrimination specifically cover:

- Sexual Harassment - This includes practices ranging from direct requests for sexual favors to workplace conditions that create a hostile environment for persons of either gender, including same sex harassment. (The "hostile environment" standard also applies to harassment on the bases of race, color, national origin, religion, age, and disability.)
- Pregnancy Based Discrimination - Pregnancy, childbirth, and related medical conditions must be treated in the same way as other temporary illnesses or conditions.

Sexual Orientation: There is currently no Federal or Missouri law prohibiting discrimination against employees based on their sexual orientation.

h. Sexual Harassment: As discussed above, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. Title VII applies to employers with 15 or more employees, including state and local governments and the federal government.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or

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implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

Grievance Procedures

Employers should clearly communicate to employees that harassment or discriminatory practices will not be tolerated in the workplace via a thorough training program, an established complaint and grievance process and taking immediate and appropriate action when an employee complains (action may include, but is not limited to, training, counseling,warning, suspension or immediate dismissal). It should also be clearly communicated to employees that is unlawful for the employer to undertake retaliatory actions because the employee has filed a complaint alleging harassment or discriminatory practices in the workplace.

An employer should provide every employee with a copy of the policy and complaint procedure, and redistribute it periodically. The policy and complaint procedure should be written in a way that will be understood by all employees in the employer's workforce. Other measures to ensure effective dissemination of the policy and complaint procedure include posting them in central locations and incorporating them into employee handbooks. The employer should provide training to all employees to ensure that they understand their rights and responsibilities.

An anti-harassment policy and complaint procedure should contain, at a minimum, the following elements:

- A clear explanation of prohibited conduct;
- Assurance that employees who make complaints of harassment or provide information related to such complaints will be protected against retaliation;
- A clearly described complaint process that provides accessible avenues of complaint;
- Assurance that the employer will protect the confidentiality of harassment complaints to the extent possible;
- A complaint process that provides a prompt, thorough, and impartial investigation; and
- Assurance immediate and appropriate corrective action will be taken if it has been determined that harassment has occurred.

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See Appendices for sample complaint and grievance policy.

It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on sex or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or litigation under Title VII.

4. CHILD LABOR

Schools are prohibited from employing a minor under 12 years of age. Minors under 16 years of age who have not graduated from high school must have a work certificate (or work permit) from the child's school before they are eligible to work. In addition, there are also numerous hourly restrictions: Minors under 16 may not be employed between the hours of 9:00 p.m. and 6:00 a.m., more than 4 hours a day during the school year, more than 8 hours a day during vacations and not more than 40 hours a week. (The rules may be different for employers in agricultural industries.) Also, minors under 16 may not be employed in a "dangerous occupation" as defined by the Secretary of the Department of Labor. Refer to the following resources for more information regarding child labor laws:

Federal: http://www.dol.gov/compliance/guide/childlbr.htm

5. DRUG-FREE WORKPLACE

The federal Americans with Disabilities Act (ADA) does contain some restrictions on individuals covered under the ADA. The ADA prohibits pre-employment medical examinations before a conditional offer of employment has been extended. However, a test to determine whether an applicant is illegally using drugs is specifically exempted from the definition of what constitutes a medical examination. In contrast, pre- employment *alcohol testing* is considered a medical examination, and thus can be conducted only after an employer has extended the applicant a conditional offer of employment. The ADA permits post-employment alcohol testing of employees only when such tests are job related and consistent with business necessity. In all cases, employers should provide advance notice of testing policies.

Further, if a charter school desires to implement a drug-free work place program, it must have a written policy regarding its drug-free and drug testing policies, use a testing facility which meets certain criteria, provide an employee assistance program, provide a semi-annual education program on substance abuse, and conduct supervisor training.

If an employer establishes a "drug-free workplace program" in compliance with state law, the employer is eligible for a discount on its workers' compensation insurance. The program must include all of the following:

- a written notice advising applicants and employees that they will be subject to testing;
- a written policy statement disseminated to employees explaining the types of testing that will be conducted, how results will be kept confidential, disciplinary action that will be taken for confirmed test results or for refusing to take a test, the employee assistance program, and how to contest the results;
- testing of all applicants after extending an offer of employment;
- testing of any employee who is reasonably believed to be using drugs or alcohol

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based on observable facts;

- testing of any employee who causes or has contributed to a workplace injury resulting in loss of work time;

- testing of any employee after he or she completes a rehabilitation program (but not required if the employee voluntarily entered the rehabilitation program). If follow up testing is conducted, the frequency of testing shall be at least once a year for a two year period following completion of the rehabilitation program and the employee shall not be given advance notice of the testing;

- proper collection and testing procedures (use of laboratories or onsite testing kits);

- maintenance of an employee assistance program or a resource file of independent assistance providers;

- semi-annual drug/alcohol abuse education programs for employees; and

- training of supervisors concerning how to handle drug/alcohol abuse.

See Appendix C for sample policy.

6. WORKERS' COMPENSATION

Missouri law requires employers who employ five or more employees to provide worker's compensation coverage for their employees. After an injury has occurred, the injured worker should notify the employer in writing of the injury; the written notice should include the date, time and place of injury, the nature of the injury and the name and address of the person injured. **The employer must then report the injury to the insurance school or TPA within five days of the date of injury or within five days of the date on which the injury was reported to the employer by the employee, whichever is later.** The insurer, TPA, or Division-approved service school for a self-insured employer or group trust is responsible for filing a first report of injury with the Division within 30 days after knowledge of the injury.

In addition to medical benefits, an employee may be entitled to temporary total disability benefits and permanent partial or permanent total disability benefits. Upon the death of a worker who has suffered a compensable work injury, certain surviving individuals may be entitled to weekly benefits from the employer/insurer. The employer/insurer is also responsible for paying funeral expenses up to $5,000. If an employee believes that he/she has not received all benefits due to them or has issues relating to the benefits that are owed, there are several different options available to resolve the issues. Both the employer and the employee may wish to consider other options to resolve the issues. Further

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information can be found at the Missouri Department of Labor and Industrial Relations website: http://labor.mo.gov/DWC/Employers

7.PRIVACY

a. Fair Credit Reporting Act

Employers have specific duties when using a consumer credit report or other background check resource for hiring or employment purposes. An applicant or employee must give written consent to the employer before the employer obtains a credit report. Additionally, the employer must provide the employee or applicant with a copy of the report and a summary of their rights before the employer can take any adverse action based on the credit report.

8. GARNISHMENT

Garnishment is a court-ordered collection method available to creditors which requires employers to withhold income from the pay of employee debtors. An employer may not discharge an employee on the basis that the creditor is garnishing the employee's wages.

Employers can challenge the garnishment but they must file an answer within 45 days of the date of the garnishment notice. If an employer fails to file the required answer, the creditor can seek a judgment against the employer for the full amount of the employee's debt, if the employer has not garnished the employee's wages. Garnishment of wages for unpaid creditors may not exceed the lesser of a) 25% of the employee's disposable earnings (after taxes and certain other withholdings) during a workweek, or b) the amount by which the employee's disposable earnings exceed 30 times the federal minimum wage (currently $7.25 per hour).

9. JURY DUTY

Under Missouri law, an employer cannot terminate, discipline, threaten, or take adverse action against an employee on account of that employee's receipt of or response to a jury summons. Any employee discharged due to jury service may bring a civil action against his or her employer within ninety days of discharge for recovery of lost wages and other damages caused by the violation and for an order directing reinstatement of the employee. (Section 494.455.) See Appendix E.

10. MILITARY SERVICE

Under federal law an employee who leaves a permanent position to perform state or federal military service must generally be restored to his or her previous position or a like position when the individual has received a valid certificate of completion by an officer of the applicable branch of the armed forces, is still qualified to perform the duties of the position and applies for reenrollment. See Appendix E.

11. Handbooks

In addition to implementing sound human resources policies, schools should develop comprehensive employee handbooks, which should be read and signed by all staff annually. This serves two critical purposes: (1) to reduce the liability on the part of the school for employee conduct; (2) clearly outlines expectations and the consequences for employees who fail to comply with policies; and (3) to develop great employees by providing a training tool, practical resource, and an effective means by which an employer can express the desirable conditions and culture in the school.

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Any employee handbook should contain a disclaimer setting forth an express provision that the at-will relationship is not affected by the handbook and that the policies set forth in the handbook are subject to change at any time. Such a disclaimer is needed because courts have held that promises of disability, vacation, and severance pay in handbooks and other policy manuals are enforceable.

Therefore, when preparing a handbook or policy you should:

- include a prominent disclaimer explaining that a particular employment practice or procedure is only a guideline and the procedures listed therein may be deviated from at any time;
- include a prominent disclaimer that a particular employment practice or guideline does not constitute an employment contract;
- note that, for any list of grounds for discharge, the list is not all-inclusive;
- avoid using language such as "good cause" or "rights"; and
- provide all benefit information in a separate document.

An employee policy manual should include the following:

A. General Policies and Regulations
   a. Sexual Harassment and Anti-discrimination (See Appendix D)
   b. Alcohol, Drug, and Tobacco Use (See Appendix C)
   c. Equipment Usage (e.g., computers and telephones)
   d. Conflicts of Interest
   e. Mandated Reporting of Child Abuse (See Appendix L)
   f. Emergency Evacuation Plan
   g. Medical Emergency Procedures
   h. Professionalism (dress, conduct, ethics, etc.) (See Appendix P)

B. Employment Policies and Regulations
   a. Staff Orientation Guidelines
   b. Organizational Structure
   c. Probationary Period (usually the first 30 or 90 days, if applicable to your school)
   d. Performance Evaluation (See Appendix M)
   e. Sickness, Vacation, Personal, Professional, Emergency, and Legal Leave Policies and Procedures (See Appendices E, H, J and Z)
   f. Process for Reporting Grievances and Resolving Conflict (See Appendix Y)
   g. Termination Policies

II. Hiring Practices

An organization's hiring practices describe the procedures you follow when selecting, orienting, and training a new employee. Employers should be able to outline various phases or steps the school will follow during the hiring process (e.g. procedures for recruiting and interviewing candidates, job descriptions and minimum qualifications for a candidate, interview and employment offer procedures). A sample employment application can be found in Appendix N.

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It is advisable to either employ a human resources (HR) specialist or contract with a provider for this service. An HR specialist fills an administrative role, making sure all necessary hiring practices and procedures are followed, all applicable forms related to employees are filed with state and federal entities and employee files are maintained in a confidential manner.

A. Employment Status

Missouri recognizes the doctrine of "employment at will." According to Missouri statutes, employment at will means that in the absence of a written contract of employment for a defined duration, an employer can terminate an employee for good cause, bad cause, or no cause at all, so long as it is not an illegal cause (i.e., based on discrimination). If the school elects not to contract with its employees, the school should have all employees sign an "at-will" confirmation stating that they understand that, in accordance with Missouri law, they are considered an at-will employee.

If the school elects to enter into a formalized contract with an employee, the contract should contain, at a minimum, the following provisions:

- Title of the position;
- Authority of the employer related to making changes to the position, salary, duties, etc.
- Beginning and end dates of the contract;
- Any provisionary period and requirements for permanent employment;
- Compensation and benefits;
- Termination clauses;
- Signatures of the employee and the employer

B. Interviewing

It is surprisingly easy to unintentionally break civil rights, anti-discrimination, and other laws during an interview. For all intents and purposes, during an interview one should avoid asking any questions related to:

- Race
- Color
- Sex
- Religion
- National origin
- Birthplace
- Age
- Disability
- Marital/family status (including pregnancy)

C. Offer Letters

An offer letter/contract is a formal written means of extending an offer of employment and is a good employment practice. Offer letters should state the following:

- Official title of the position being offered;
- Salary;

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- Benefits (health, retirement, etc.);
- Instructions for accepting or declining the offer

D. Documentation

Federal and state laws require employers to report newly hired and rehired employees. All employers in Missouri must report each newly hired employee to the Department of Revenue within 20 calendar days of hire. "Date of hire" is defined as the date the employee reports to work or the date the employee signs the federal W-4 form, whichever is earlier. If you are an employer in Missouri, you may choose the form you use to report new hires. You must send either a copy of the federal W-4 form or a different form containing the following information to the Department of Revenue.

- Employee's name, address and Social Security number
- Employer's name, address and federal employer identification number
- Either the employee's date of hire or the date the employee signed the W-4 form (your option)

Federal immigration laws require employers to complete an INS Form I-9 to verify each employee's authorization to work in the U.S. The laws establish fines and criminal penalties for employers that knowingly hire unauthorized aliens. The laws also establish procedures for hiring on a temporary or permanent basis certain aliens, including skilled workers and professionals in occupations with shortages of qualified U.S. workers.

In addition, new employees should execute either an "at-will" confirmation OR a contract, as well as sign off on the employee handbook. See Appendix F.

E. Orientation

New employee orientation and training is a crucial employment practice Orientation should include, at a minimum:

- Welcome
- Tour
- Introductions
- Discussion of handbook (sign)
- Discussion of school mission, organizational structure, schedules, and charter
- Introduction to the key components of the school's culture, values, and any other information about how you do business (and how you don't)
- Discussion of when benefits will commence
- When appropriate, an introduction to a mentor and expectations for the mentor and mentee

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F. Termination and Exit Interview

It is generally a good practice to conduct an exit interview when the employer-employee relationship is terminated to discuss such issues as employee benefits and any conversion privileges, return of school property and payment of any debts where applicable.

III. Risk Management

There are risks associated with being an employer. Whether you are being taken to court on a liability claim or staring down an oncoming tornado during field day, risk management is the art of heading off disaster, as well as coping with it after it strikes. There are several key areas of risk with regard to employment practices which include, but are not limited to, the following: (1) workplace hazards; (2) wrongful termination; (3) discrimination.

There are ways in which the above mentioned risks can be mitigated, including but not limited to, the following: (1) maintain clear and up to date policies and procedures, conduct frequent training and monitor whether or not the policies are followed and are up to date; (2) maintain proper types and coverage amount of applicable insurance policies; (3) hire and train qualified personnel; (4) maintain a grievance/complaint process and address all complaints timely and properly; and (5) proper maintenance of employee files (including job descriptions; job application and resume; all federal and state required forms; receipt of signed acknowledgment of employee handbook; performance evaluations; any written warnings or disciplinary action; any agreements between employer and employee such as employment agreement, wage garnishment, non-compete agreement etc.).

IV. Training, Motivation, and Retention

A. Staff Development

Training and retaining a quality staff is of utmost importance for school leaders. Selecting the "right" candidates to fit within your school, as well as providing adequate professional development, support, and providing a competitive wage and safe and productive working environment will ensure high retention rates.

Schools should plan staff development that is aligned with the school's mission and provides meaningful, timely, and appropriate training and capacity building opportunities. Staff development should be planned for every employee in the organization - including janitorial, clerical, instructional, and leadership personnel. Providing opportunities for staff input into their learning path based on reflection and job performance will ensure that employees buy into the staff development. Proper documentation of course credits (Professional Learning Units - PLUs) should be kept on file and utilized to support employees through re-certification. Staff development requires collaboration, reflection, and application, and thus, planning time for staff development is critical.

B. Mentor Programs

Mentor programs are extremely helpful and motivating for teachers new to the profession and for teachers new to the school. A mentor is an experienced staff member who offers feedback and guidance, as well as general information on acclimation to the school. The mentor's guidance is valuable not only with teaching practices, but also for navigating the various facets of the school culture, internal politics, policies, and procedures. A mentor

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should also be available to provide feedback or ideas to help develop strategies for addressing and solving problems. Mentor programs should include accountability measures for both the mentor and the mentee to ensure that the full benefit of the program is achieved.

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APPENDIX A

FAMILY MEDICAL LEAVE ACT POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of the Family and Medical Leave Act ("FMLA") and is limited to any rights or benefits contained in the FMLA.

SECTION 1. Eligible Employees

SECTION 1.1. Employees of the school/Board/management organization employed by the Board who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave and are employed at a worksite where 50 or more employees are located within 75 miles of the worksite are eligible to take twelve (12) weeks of unpaid leave under FMLA.

SECTION 1.2. An employee may request leave for one or more of the following reasons:

1. Birth of a child and to care for the newborn child;
2. Adoption or foster placement of a child with the employee;
3. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
4. Serious health condition of employee that prevents the employee from performing the job functions;
5. Because of a qualifying exigency (hereinafter defined) arising out of the fact that an employee's spouse, son, daughter 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;
6. To care for a covered service member (hereinafter defined) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

SECTION 2. Definitions

"Covered Servicemember" means 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 servicemember medically unfit to perform duties of the member's office, grade rank or rating.

"Instructional employee or other key position" means 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.

"Parent" means 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."

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"Qualifying exigency" 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.

"Serious health condition" means 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.

"Son or daughter" means 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.

"Spouse" means a husband or wife.

SECTION 3. Amount and Type of Leave Taken

SECTION 3.1. 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.

SECTION 3.2. If both spouses work for the Board 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.

SECTION 3.3. 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.

SECTION 3.4. Intermittent or Reduced Leave
An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. The Board will require a certification, in the form described in Section 3.7 below, to document the medical necessity of such intermittent leave.

SECTION 3.5. Notification of Leave
If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to the (School Leader or other job title). If such advance notice is not possible, the employee must give said notice as soon as practicable, 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.

SECTION 3.6. 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. The Board 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.

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The Board 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 under Section 3.3 above, 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 a position equivalent 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, the Board 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.

SECTION 3.7. Required Certification and Reporting
The Board 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 the Board.

This certification must include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. If the purpose if 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;
4. 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 employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board.

The Board, at its own expense, may obtain the opinion of a second health care provider of the Board's choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, the Board may, at its own expense, obtain a third opinion from a health care provider upon which the Board and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both the Board and the employee.

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

The Board may require an employee on FMLA leave to report periodically to the (School Leader or other job title) on the employee's status and intent to return to work.

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SECTION 3.8. Special Provisions

When an instructional employee or other key position 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, the Board 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, the Board 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.

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APPENDIX A
Exhibit 1

FMLA DESCRIPTION OF SERIOUS HEALTH CONDITION[1]

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. **Hospital Care**
   Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment [2] in connection with or consequent to such inpatient care.

2. **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:
   a) 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
   b) Treatment by a health care provider on at least one occasion which results in a regiment of continuing treatment[3] under the supervision of a health care provider.

   The requirements for treatment by a healthcare provider means an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

3. **Pregnancy**
   Any period of incapacity due to pregnancy, or for prenatal care.

4. **Chronic Conditions Requiring Treatments**
   A chronic condition which:
   a) 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;
   b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

[1] Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.
[2] Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.
[3] A regiment of continuing treatment includes, for example, a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to restore or alleviate the health condition. A regiment of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.
[4] "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

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c) May cause episodic rather than continuing period of incapacity[4] (e.g., asthma, diabetes, epilepsy).

5. **Permanent/Long-term Conditions Requiring Supervision**
   A period of incapacity[4] 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.

6. **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 incapacity[4] 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).

[4] "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

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APPENDIX A
Exhibit 2
FMLA DESCRIPTION OF QUALIFYING EXIGENCY

Eligible employees may take FMLA leave while the employee's spouse, son, daughter, or parent (i.e., the covered military member") is on active duty or call to active duty status as defined in 29 C.F.R.825.126.(b)(2) for one or more of the following qualifying exigencies:

1. **Short-Notice Deployment**
   Any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.

2. **Military Events and Related Activities**
   Leave to attend any official ceremony, program or event sponsored by the military that is related to active duty or call to active duty status of a covered military member; or leave to attend family support or assistance programs and informal briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.

3. **Childcare and School Activities**
   When necessary due to circumstances arising from the active duty or call to active duty status of a covered military member – leave to arrange for alternative childcare; to enroll in or transfer the military service member's child to a new school or daycare; or to attend meetings with staff at a school or daycare facility concerning the covered member's child.

4. **Financial and Legal Arrangements**
   To make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing powers of attorney, transferring bank account signature authority, or preparing a living will or trust.

5. **Counseling**
   To attend counseling provided by someone other than a health care provider for oneself, for the covered military member. Or for the child of the covered military service member provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.

6. **Rest and Recuperation**
   To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.

7. **Post-Deployment Activities**
   To attend any official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status (i.e., arrival ceremonies or reintegration events); or to address issues that arise from the death of a covered military member while on active duty status.

8. **Additional Activities**
   Other events that arise out of the covered military member's active duty or call to active duty status provided the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

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APPENDIX A
Exhibit 3

Family and Medical Leave Act (FMLA) Request Form
To be completed by employee and returned to the [School Leader]

Kansas City International Academy

Employee Name _____
Job Title _____
Dated of Notification _____

Reason for Leave:

- □ Adoption of a Child
- □ Placement of a Foster Child
- □ Birth of a Child
- □ Serious Health Condition of Employee
- □ Serious Health Condition of Spouse, Child, or Parent
- □ Qualifying exigency arising out of the fact that your □ Spouse □ Son/Daughter □ Parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves
- □ You are the □ Spouse □ Son/Daughter □ Parent □ Next of kin of a covered service member with a serious injury or illness

Type of Leave Requested:

- □ Continuous
- □ Intermittent: Please explain: _____
- □ Reduced Hours: Please explain: _____

Length of Request for Leave:

Date leave to start: _____
Date of anticipated return to work: _____

Other Pertinent Information:

_____

_____
Signature of Employee **Date**

_____
Signature of (School Leader or other job title) **Date**

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APPENDIX A
Exhibit 4

Family and Medical Leave Act (FMLA)
Certification By Employee's Health Care Provider for Employee's Serious Illness
To be completed by employee's health care provider and returned to the [School Leader]

Employee's Name	

Description of serious health condition (see attached description of "serious health condition" under FMLA.) Does the patient's condition quality under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists.

□ Hospital Care
□ Absence Plus treatment
□ Pregnancy
□ Chronic Conditions Requiring Treatments
□ Permanent/Long-term Conditions Requiring Supervision
□ Multiple Treatments (Non-Chronic Conditions)

Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):

Date Condition Commenced:	
Probable Duration of Condition:	
Probable Duration of Present Incapacity (if different):	

Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee's serious health condition, including pregnancy? □ Yes □ No

If so, please, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:

Dates:		
Duration Per Episode:	Hour(s) or	Day(s):

Will the employee require leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups? □ Yes □ No

If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):

Frequency; Times Per	Week(s)	Months(s)
Duration Per Episode:	Hours(s)	Day(s)

Is the employee able to perform the essential functions of employee's position?
□ Yes □ No
If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:

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Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	

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APPENDIX A
Exhibit 5

Sample Family and Medical Leave Act (FMLA)
Certification By Employee's Health Care Provider for Employee's Family Member Serious Illness
To be completed by employee's health care provider and returned to the [School Leader]

Employee's Name	
Patient's Name	
Relationship to Employee	□ Spouse □ Parent □ Child (under age 18 or if older and incapable of self care due to mental or physical disability)

Description of serious health condition (see attached description of "serious health condition" under FMLA.) Does the patient's condition quality under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists.

□ Hospital Care
□ Absence Plus treatment
□ Pregnancy
□ Chronic Conditions Requiring Treatments
□ Permanent/Long-term Conditions Requiring Supervision
□ Multiple Treatments (Non-Chronic Conditions)

Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):

Date Condition Commenced:	
Probable Duration of Condition:	
Probable Duration of Present Incapacity (if different):	

Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee's serious health condition, including pregnancy? □ Yes □ No

If so, please, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:

Dates:		
Duration Per Episode:	Hour(s) or	Day(s):

Will the employee require leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups? □ Yes □ No

If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):

Frequency; Times Per	Week(s)	Months(s)
Duration Per Episode:	Hours(s)	Day(s)

Is the employee able to perform the essential functions of employee's position?
□ Yes □ No
If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:

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Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	

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APPENDIX A
Exhibit 6

Sample Family and Medical Leave Act (FMLA)
Certification By Employee of Qualifying Exigency for Military Family Leave
To be completed by employee's health care provider and returned to the [School Leader]

Employee's Name:	
Name of Covered Military Member on Active Duty or Call to Active Duty Status:	
Relationship to Employee:	
Dates of Covered Military Member's Active Duty Service:	

Please check one of the following:

□ A copy of the covered military member's active duty orders is attached.
□ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
□ I have previously provided my employer with sufficient documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

Description of Qualifying Exigency (see attached description of a "qualifying exigency" under FMLA. Does the need for leave qualify under any of the categories described? If so, please check the applicable category.

□ Short Notice Deployment
□ Childcare and School Activities
□ Counseling
□ Post-Deployment Activities
□ Military Events and Related Activities
□ Financial and Legal Arrangements
□ Rest and Recuperation
□ Additional Activities

Please attach any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation is attached. □ Yes □ Not Available

Approximate date exigency commenced or will commence:	
Probable duration of exigency:	
Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?	□ Yes □ No
If so, estimate the beginning and ending dates for the period of absence:	
Will you need to be absent from work periodically to address this qualifying exigency?	□ Yes □ No

Estimate the frequency and duration of each period of absence due to the qualifying exigency (e.g., 3x per month lasting 4 hours):

Frequency; Times Per	Week(s)	Months(s)
Duration Per Event:	Hours(s)	Day(s)

Leave to Meet with a Third Party. Please complete this section if leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered

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military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations). This information may be used by your employer to verify that the information contained on this form is accurate.	
Name of the Individual or Entity with whom you are meeting:	Title:
Organization:	
Address:	
Telephone:	Fax:
Email:	
Briefly describe the purpose of the meeting:	
I certify that the information I provided above is true and correct to the best of my knowledge:	
Signature of Employee:	Date:

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APPENDIX A
Exhibit 7

Family and Medical Leave Act (FMLA)
Certification By Service Member's Health Care Provider for Caregiver Military Family Leave

Section 1. To be completed by the EMPLOYEE and/or the COVERED SERVICE MEMBER for whom the employee is requesting leave (This section must be completed before any of the below sections can be completed by a health care provider.]

Name of Employee Requesting Leave to Care for Covered Service Member:	
Name of Covered Military Service Member (for whom employee is requesting leave to care):	
Relationship to Employee:	□ Spouse □ Parent □ Son □ Daughter □ Next of Kin
Is the Covered Service Member a Current Member of the Regular Armed Forces, the National Guard or Reserves? □ Yes □ No If yes, please provide the Covered Service Member's military branch, rank and unit to which he/she is currently assigned:	
Is the Covered Service Member assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? □ Yes □ No If yes, please provide the name of the medical treatment facility or unit:	
Is the Covered Service member on the Temporary Disability Retired List (TDRL)? □ Yes □ No	
Describe the care to be provided to the Covered Service Member and an estimate of the leave needed to provide the care:	

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Section 2. For completed by: (1) a United Stated Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either (2) a United States Department of Veterans' Affairs ("VA") health care provider, (3) a DOD TRICARE network authorized healthcare provider; or (4) a DOD non-network TRICARE authorized private healthcare provider. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determination from an authorized DOD representative (such as a DOD recovery care coordinator). [Please ensure that Section 1 above has been completed before completing this section.] Please be sure to sign the form on the last page.

Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	
Please check what type of provider you are:	□ a DOD healthcare provider □ A VA healthcare provider □ a DOD TRICARE network authorized private healthcare provider □ a DOD non-network TRICARE authorized healthcare provider

Medical Status

Briefly state the medical facts regarding the Covered Service member's health condition for which FMLA leave is requested:

Does the injury or illness render the Covered Service Member medically unfit to perform the duties of his or her office, grade, rank or rating? □ Yes □ No

Was the condition for which the Covered Service member is being treated incurred in the line of duty on active duty in the armed forces? ? □ Yes □ No

Approximate date condition commenced:	
Probable duration of condition and/or need for care:	

Is the Covered Service member undergoing medical treatment, recuperation, or therapy? □ Yes □ No

If yes, please describe medical treatment, recuperation, or therapy:

Covered Service Member's Need for Care By Family Member

Will the Covered Service Member need care for a single continuous period of time, including any time for treatment and recover? ? □ Yes □ No

If yes, estimate the beginning and ending dates for this period of time:
Beginning:
Ending:

Will the Covered Service Member require periodic follow-up treatment appointments?
□ Yes □ No

Is there a medical necessity for the Covered Service Member to have periodic care for these follow-up treatment appointments? ? □ Yes □ No

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Is there a medical necessity for the Covered Service member to have periodic care other than for scheduled follow up treatment appointments (e.g., episodic flare-ups of medical condition)? This can include assisting in the Covered Service Member's recover. □ Yes □ No If yes, please estimate the frequency and duration of the periodic care (e.g., 2 times per month for 6 months lasting 3 days):

Frequency;	Times Per	Week(s)	Months(s)
Duration Per Event:		Hours(s)	Day(s)

Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	

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APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of Equal Employment Opportunity.

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.

SECTION 1. Equal Opportunity Employment

SECTION 1.1. Non-Discrimination Against/Accommodation of Qualified Individuals with Disabilities

The (charter school) 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 (charter school) 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 (charter school).

Qualified applicants or (charter school) employees with disabilities should make formal requests in writing for accommodations.

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APPENDIX C

DRUG FREE WORKPLACE POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of ensuring a 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 School leader of their conviction. Notification must be made by the employee to the School leader within five (5) days of the conviction. Within ten (10) days, the School leader will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

The School 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.

The School'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.

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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, the School shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The School 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.

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APPENDIX D

HARRASSMENT POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions related to unlawful harassment.

SECTION 1. Unlawful Harassment

SECTION 1.1. In accordance with applicable law, the Board of (insert name of charter school) 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. (charter school) is committed to taking all reasonable steps to prevent harassment from occurring.

SECTION 1.2. 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.

SECTION 1.3. 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.

SECTION 2. Reporting

SECTION 2.1. The (charter school) 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.

SECTION 2.1.1. 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.).

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SECTION 2.1.2. All incidents of harassment that are reported will be thoroughly investigated and documented. (charter school) will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

SECTION 2.1.3. If the Board of Kansas City International Academy determines that harassment has occurred, it will take remedial action commensurate with the circumstances. 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.

SECTION 3. Protection Against Retaliation

SECTION 3.1. 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.

SECTION 3.1.1. 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.

SECTION 3.1.2. Any complaint will be immediately objectively and thoroughly investigated in accordance with the investigation procedure outlined above.

SECTION 3.1.3. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

SECTION 4. Liability for Harassment

SECTION 4.1. 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.

SECTION 5. Additional Enforcement Information

SECTION 5.1. 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).

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APPENDIX D
Exhibit 1

Responding to Agency Complaints of Harassment

Once the EEOC or the state agency receives a complaint of harassment, the agency conducts an investigation into the complaint. As part of that investigation, the agency allows the employer to respond to the allegations of the complaint in the form of a position statement. The following are some guidelines for attorneys and human resources personnel to follow when responding to an agency complaint and formulating a position statement:

1. Read the Complaint or Charge Carefully:
    - Check the date of the alleged harassment with the date the complaint/charge was filed.
    - Determine if the employer is covered by the statute.
    - Check for fatal flaws in the charge/complaint.
2. Think Through Your Response and What You Need:
    - Decide which persons need to be interviewed.
    - Decide what documents would be helpful.
    - Decide what data would be helpful.
3. Obtain Information:
    - Interview managers or supervisors involved in the decision.
    - Interview employees whenever appropriate.
4. Evaluate the Charge or Complaint:
    - Does the school have a harassment policy in place that is distributed to all employees?
    - Can the school establish that the complainant did not take advantage of school procedures for reporting harassment?
5. Consider Settlement:
    - Both federal and state agencies welcome pre-investigation settlement.
    - Consider having a separate settlement agreement in addition to standard agency settlement agreement.
6. Prepare Your Position Statement:
    - Prepare a thorough explanation of what happened.
7. Know the Law:
    - Know what the standards are for establishing harassment.
    - Did the school have knowledge of the harassment?
    - What are the school's defenses?
    - What will the Agency look for?
    - Is there written documentation regarding the incident?
    - What relevant school policies are applicable?
    - Did the school have a harassment policy, and was it followed?
8. Consider Obtaining Extensions of Time:
    - Be aware that agencies frequently will grant additional time for an employer to respond to the charge/complaint.
9. The EEOC Investigation:
    - The EEOC may dismiss the charges once it receives the school's response.
    - The next step may be a request for additional information or for interviews.
    - The EEOC will dismiss the charge if there is no evidence of harassment.

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- If the EEOC makes a cause determination, it will invite the employer to engage in settlement discussions prior to any litigation.

APPENDIX D
EXHIBIT 2

Harassment Investigation Checklist

1. Decide upon the order in which investigation interviews will be conducted.
    - Complainant
    - Alleged harasser
    - Coworkers and other witnesses
    - Supervisors of the complainant and alleged harasser
    - Second interview with the alleged harasser to discuss any factual questions as a result of the investigation
2. Interview each witness separately in an office or room where the discussion will not be overheard by other witnesses, the alleged harasser, or any other unauthorized persons.
3. Two uninvolved managers should participate in the interview process. At least one of the investigating managers should be thoroughly familiar with harassment law and the School's harassment policies and procedures. One manager should be designated as the interviewer, and the other should act primarily as a witness and take notes of the discussion.
4. Before beginning the interview, explain the purpose of the interview by referring generally to recent complaints about the relationship between the complainant and the alleged harasser. Do not necessarily discuss the issue of unlawful harassment, so that you do not taint the witness' recollection of the events.
    - Emphasize that the School takes these charges very seriously and that the School is investigating these charges by interviewing all potential witnesses in compliance with School policy.
    - Explain that upon completion of the investigation, the School will attempt to determine what occurred, and will take appropriate action based on its determination.
    - Both the complainant and the alleged harasser should be advised that each will be apprised of the results of the investigation and any action taken.
    - Instruct each witness interviewed not to discuss the matters covered during the interview with any coemployee or the alleged harasser.
    - Explain to the witness that confidentiality is necessary to protect the integrity of the investigation and to ensure that the School receives trustworthy information in an atmosphere free from coercion.
    - Explain to the witness that School policy prohibits retaliation against anyone who complains of harassment or participates in an investigation, and that any acts of retaliation should be reported immediately
5. During the interviews:
    - Avoid leading questions.
    - Ask open ended, nonjudgmental questions. Use investigation interview forms where appropriate.
    - Explain to all witnesses that retaliation will not be tolerated.
    - Avoid the appearance of impropriety or favoritism in conducting interviews.
    - Observe and record all physical and verbal reactions of witnesses.
    - Do not record conclusions regarding credibility.
    - Avoid judgmental statements or furthering of myths or stereotypes.
    - Explore the effect of alleged harassment on the complainant and any others affected (*i.e.*, psychological, emotional, physical and financial).

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6. Review the complainant's and the alleged harasser's personnel files.
7. Discuss investigation results and proposed action with the investigation team. This discussion should be limited to those with a need to know the results of the investigation, such as the complainant's supervisor, the alleged harasser's supervisor, and senior Human Resources department staff.
8. Consider credibility determinations. Factors include memory, perception, truthfulness, corroboration or lack of it, bias of witnesses, consistency, plausibility of accounts and prior misconduct.
9. Review all evidence collected.
10. Make a decision.
11. Consider appropriate remedial action: consider a verbal warning, written warning, denial of bonus or pay raise, suspension, demotion, termination or some combination. Also consider providing harassment training to the harasser and to all employees.
12. Consider the following factors in determining the appropriate remedial action:
    - credibility of the complainant, alleged harasser and other witnesses;
    - prior conduct, if any (*e.g.*, the alleged harasser);
    - prior discipline of the alleged harasser;
    - level of harassment, including the type and frequency of conduct;
    - alleged harasser's knowledge of school rules of conduct;
    - prior disciplinary "precedent" for identical, similar or analogous misconduct; and
    - public and employee relations issues.
13. Review the harassment investigation and findings.
    - Was the school harassment policy adequate?
    - Were the employees aware of the terms of the harassment policy?
    - Was the harassment complaint procedure adequate?
    - Did the investigator uncover other issues which need to be addressed?
14. Implement changes to the harassment policies and procedures where appropriate.

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APPENDIX E

JUDICIAL, MILITARY DUTY, AND RELIGIOUS LEAVE POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The purpose of the policy of the Board of (insert school) is to outline employee's rights regarding leave for judicial, military, and religious reasons.

SECTION 2. Types of Leave

SECTION 2.1. All Kansas City International Academy employees shall be allowed a leave of absence 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.

SECTION 2.2. All Kansas City International Academy employees will be paid for a maximum period of 18 working days for ordered military duty. Applicable federal and state laws will be followed.

SECTION 2.3. Leave for religious holidays may be granted to benefits 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 the (School leader or other title).

SECTION 3. Notice

SECTION 3.1. Employees shall provide in writing the Superintendent with a minimum of (two weeks) 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.

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APPENDIX F

EMPLOYMENT STATUS: AT-WILL OR CONTRACTED EMPLOYMENT POLICY

The Board of Kansas City International Academy adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of (at-will or contracted) employees.

SECTION 1. Employment Status.

SECTION 1.1. Employees of Kansas City International Academy are considered (at-will or contracted) employees.

SECTION 1.2. Employees shall execute a(n) At-Will Employment Agreement or Contract demonstrating understanding of the conditions and expectations of employment at Kansas City International Academy

SECTION 1.3. Kansas City International Academy shall follow all requirements of the Fair Dismissal Act (or the terms of the agreed upon contract) should termination be necessary.

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