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# GSA STAFF HANDBOOK

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2021/2022

GATEWAY SCIENCE ACADEMY OF ST. LOUIS

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## **FAMILY MEDICAL LEAVE ACT POLICY**

The Board of GSA (school) 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 Service member"* 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 service member 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."

**"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.

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 of the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
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.

### **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.**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Board of GSA (school) 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.



## **DRUG FREE WORKPLACE POLICY**

The Board of GSA (school) 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.

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.

## **HARRASSMENT POLICY**

The Board of GSA (school) 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 GSA 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. GSA 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 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.).

**SECTION 2.1.2.** All incidents of harassment that are reported will be thoroughly investigated and documented. The 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 GSA 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).

## **JUDICIAL, MILITARY DUTY, AND RELIGIOUS LEAVE POLICY**

### **SECTION 1. Purpose of Policy**

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

### **SECTION 2. Types of Leave**

**SECTION 2.1.** All GSA 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 GSA 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 Administrator.

### **SECTION 3. Notice**

**SECTION 3.1.** Employees shall provide in writing the (School leader or other title) 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.

## **EMPLOYMENT STATUS: CONTRACTED EMPLOYMENT POLICY**

The Board of GSA (school) adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of contracted employees.

### **SECTION 1. Employment Status.**

**SECTION 1.1.** Employees of GSA are considered contracted employees.

**SECTION 1.2.** Employees shall execute an At-Will Employment Agreement or Contract demonstrating understanding of the conditions and expectations of employment at GSA.

**SECTION 1.3.** GSA shall follow all requirements of the Fair Dismissal Act or the terms of the agreed upon contract should termination be necessary.

## **PROFESSIONAL PERSONNEL HIRING AND RECRUITMENT POLICY**

The Board of GSA (school) 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 for no less than two weeks prior to hiring of a position.

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

### **SECTION 3. Qualifications**

**SECTION 3.1.** The GSA shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. The GSA 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;
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.

## **PERSONNEL EVALUATIONS POLICY**

The Board of GSA (school) 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.** Each certified staff member shall be formally observed and evaluated by the School leader on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

**SECTION 1.2.** Each classified staff member shall be formally evaluated by the School leader on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

**SECTION 1.3.** The School leader shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

**SECTION 1.3.1.** 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 1.3.2.** 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.

## **EMPLOYEE DRESS CODE POLICY**

The Board of GSA (school) 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 described in the Personnel Handbook.

### **SECTION 2. Dress Code**

**SECTION 2.1.** An employee who is inappropriately dressed, in the opinion of the School leader, 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
- 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 GSA 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 School leader 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 School Leader.

## **STAFF COMPLAINTS AND GRIEVANCES POLICY**

The Board of GSA (school) 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 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 GSA.

**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 notified.

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

**SECTION 3.1** This complaint and grievance procedure is applicable to any claim by any employee or applicant of GSA 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: 6576 Smiley Ave., St. Louis, MO 63109

**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 (School leader or other title) within five (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 School leader 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 must forward an appeal to the Governing Board within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal.

**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.



## **PERSONAL LEAVE POLICY**

The Board of GSA (school) 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 up to 40 hours sick leave. Employees paid on a part-time, seasonal, or temporary basis are not eligible for leave benefits.

**SECTION 1.2.** Employees working less than 40 hours per week will earn a pro-rated share of sick leave.

**SECTION 1.3.** 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 1.4.** Upon the approval of the School leader, 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 1.5.** 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 1.6.** When an employee terminates employment with GSA and immediately retires, he/she will be compensated for unused sick leave.

## **SECTION 2. Personal Leave**

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

**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.

## **MATERNITY AND PARENTAL LEAVE POLICY**

A full-time female employee is entitled to thirty (30) calendar days of paid leave during the postpartum period where she is incapacitated as a result of having given birth. The paid leave shall start immediately following childbirth and shall run for thirty (30) consecutive calendar days. This policy applies to full-time female employees only. Any leave taken shall run concurrently with any leave available under the Family & Medical Leave Act.

Parental Leave: A full-time employee who becomes a new parent is entitled to three (3) days of paid parental leave. This policy applies to full-time employees only. Any leave taken shall run concurrently with any Maternity Leave available (if applicable) and with any leave available under the Family & Medical Leave Act.

## **MANDATORY REPORTING OF CHILD ABUSE POLICY**

The Board of GSA (school) 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.

## **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 (School leader or other title) it is necessary to consult a private physician.

### **SECTION 4. Prevention of Transmission**

**SECTION 4.1.** Each year, the (School leader or other title) 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
- 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.

## **PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT POLICY**

### **I. Policy**

It is the policy of the School to provide assistance and support to staff employees to increase the effectiveness of their performance in their present positions, as well as to encourage employees to obtain skills, knowledge, and abilities which may improve their opportunities for career advancement. This Policy stems from the view that professional development and continuous learning are necessary to maintain the quality of the staff and their continued readiness and ability to contribute effectively to the mission and goals of the School.

The School believes that improving the quality of education is related to the continuous professional development of its faculty members. Therefore, the School encourages its employees to continue their education towards advanced degrees, and attend as many seminars, workshops, conferences and lectures as possible, to enhance their professional knowledge. In order to support professional development of its teachers and staff, the School adopts the following Policy for Professional Development and Tuition Reimbursement.

#### **A. Eligibility**

1. An employee is eligible for the benefits provided by this policy and procedures for position or job-related programs and activities.
2. Employees must have the Principal's approval prior to signing up for the professional development. The Principal will approve a requisition form subject to availability of the funds. The professional development needs to be job and career related.
3. Employees need to be employed at School during the course term in order to be eligible for the tuition reimbursement. If a reimbursement is requested for a summer course, the teacher/staff member must have signed a contract for the next school year either with the School or another Concept School. The tuition reimbursement will be applied towards the fiscal year in which the course is completed.
4. Employees are to submit their annual professional development plans by September 30 of each year.

#### **B. Scope**

1. For purposes of this Policy, professional development programs and activities may include but are not limited to: opportunities for on-the-job training, attendance at courses, seminars, conference, institutes, lectures, meetings, workshops, and participation in professional and technical associations. Programs shall be classified as position or job-related, career-related, or educational enrichment based on the judgment of the School Principal.

2. For purposes of this Policy, tuition reimbursement may include educational courses toward advanced degrees.
3. Any exceptions to this policy must be approved by the School Board.

#### C. Reimbursement

1. If the professional development program or activity is related to the employee's existing position or one to which the employee is to be promoted, and the School requires the employee to attend, the benefits are one hundred percent (100%) reimbursement of the professional development fee.
2. If the educational program or activity towards an advanced degree is position or career-related, and there is a mutual agreement that the employee attends, the benefits are:
  - a. Reimbursement of the expense of seventy-five percent (75%) of the tuition/fees up to Three Thousand Dollars (\$3,000) per school year with the condition that the employee completes the course(s) with a grade of B or above.
  - b. If a School Administrator (Principal, Assistant Principal, Dean of Students, and Instructional Coordinator) pursues an advanced degree in Educational Leadership, then the School will reimburse the Administrator one hundred percent (100%) of the tuition up to Five Thousand Dollars (\$5,000) per school year with the condition that the employee completes the course.
  - c. If an employee and/or School Administrator requests and receives approval of any program above the limits outlined above, the employee and/or School Administrator shall receive reimbursement for such amounts as agreed upon. However, said reimbursement shall occur over a two (2) year period, provided the employee is still employed with the School. The employee shall receive one-half of the reimbursement at the end of each of the two (2) fiscal years.

#### II. Procedures

- A. The employee and supervisor shall jointly discuss professional development goals, review available opportunities, and determine applicable benefits identified in this Policy.
- B. In order to receive tuition reimbursement, employees are must fill out a reimbursement form after the course(s) is/are completed. Employees must also provide proof of payment and grades for the course(s).



## **EMPLOYEE DISCIPLINE AND TERMINATION POLICY**

The School retains its right to discipline or terminate the employment of any employee at any time, with or without cause at the School's sole discretion.

With the exception of substitute employees and temporary employees (one year or less), this policy applies to all employees of the School, including certified, classified, and administrative personnel, and apply to all job-related activities of such employees.

**Bases for Disciplinary Action:** The following is a partial list of acts, which, if performed by an employee in the scope of employment, may constitute grounds for disciplinary action, up to and including termination:

- Insubordination, including the willful refusal of an employee to perform an assignment or to comply with a directive given by the employee's supervisor.
- Unprofessional job-related conduct.
- Incompetence or inefficiency in the performance of duties.
- Failure to provide students' safety
- Corporal punishment of students.
- Improper conduct toward students and/or other employees.
- Conduct in violation of any School policy or established expectation of performance.
- Conviction of a felony related to the employee's employment, or which seriously impairs the employee's ability to perform his or her assigned duties.
- Serious misconduct related to the employee's job.
- Abuse of the School's sick and personal leave policy.
- Excessive tardiness.
- Excessive absenteeism.
- Unexcused absences from work.
- Gross negligence or gross carelessness in the performance of duties.
- Use of School property for personal gain.
- Negligent or willful damage to School property.
- Gross waste of School supplies or equipment.
- Dishonesty or falsification of any information involving the School, including grades, credits, data on forms, employee records, or any other information involving the School.
- Possession of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function.
- The use or distribution of or being under the influence of alcohol or other intoxicants or illegal narcotics, or other controlled substances without prescription on school property or at any school function.
- Deliberate conduct which has the apparent purpose of exposing the School to embarrassment, censure, ridicule, or reproach.
- Verbal and/or physical fighting on school premises or at any school related activities.
- Falsification of records or data with intent to defraud.
- Sexual misconduct which deviates from the ordinary standards of morality prevalent in the area served by the School.
- Harassment.

- **Failure to follow State and Federal Laws in regarding child's safety and protection.**

**This list is not a complete list of acts worthy of disciplinary action. The Principal reserves the right to determine when disciplinary action is appropriate and the degree of disciplinary action to be administered, including termination.**

**Persons Authorized to Initiate and Carry Out Disciplinary Actions:**

**Disciplinary actions may be issued by the Principal or the School Board by following the Performance Correction Guidelines. The school principal will immediately notify the Board and the Superintendent on any severe offense that may lead to termination of employment.**

## COVID-19 RELATED EMERGENCY FAMILY AND MEDICAL LEAVE ACT POLICY

The Board of Gateway Science Academy (GSA) adopts the following policy, effective on the date of the adoption by the Board.

This policy summarizes the provisions of the Emergency Family and Medical Leave Act ("EFMLEA") and is limited to any rights or benefits contained in the EFMLEA.

### C. Eligible Employees

- a. Employees employed for at least 30 days are eligible for paid emergency family and medical leave.
- b. Employees who have utilized 12 weeks of leave under the Family and Medical Leave Act ("FMLA") in the last twelve months are not eligible for leave under EFMLEA.

### 1. Reason for Leave

- 1.1. An employee may request leave for a qualifying need related to a public health emergency.
  - 1.1.1. A qualifying need related to a public health emergency occurs when an employee requests leave because the employee is unable to work (or telework) because they must care for their minor son or daughter because their school or place of care has been closed or their child care provider is unavailable due to a government-declared public health emergency related to COVID-19.

### 2. Amount of Leave

- 2.1. An eligible full-time employee is entitled to a total of twelve weeks of leave. Two weeks of unpaid leave and ten weeks of paid leave.
- 2.2. A part-time employee is entitled to leave for the number of hours that employee is normally scheduled to work over the period of requested leave.
- 2.3. An employee may not utilize EFMLEA leave in addition to leave under the Emergency Paid Sick Leave Act.

### 3. Notification of Leave

- 3.1. If the need for EFMLEA leave is foreseeable, the employee requesting leave must provide at least 15 days advance notice to the school principal. If such advance notice is not possible, the employee must give said notice as soon as practicable.

**3.2.** The employee requesting leave shall utilize the emergency family and medical leave request form.

**4. Rate of Pay**

**4.1.** An employee is entitled to pay at two-thirds their regular rate of pay, not to exceed \$200 per day and \$10,000 in the aggregate.

**4.2.** An employee may choose to use accrued paid leave, or if they qualify, paid sick leave under the Emergency Paid Sick Leave Act, during the two weeks of unpaid leave.

**5. Sunset**

**5.1.** This policy shall sunset on September 30, 2021.

## **COVID-19 RELATED EMERGENCY PAID SICK LEAVE ACT POLICY**

The Board of Gateway Science Academy (GSA) adopts the following policy, effective on the date of the adoption by the Board.

This policy summarizes the provisions of the Emergency Paid Sick Leave Act ("EPSLA") and is limited to any rights or benefits contained in the EPSLA.

- **Eligible Employees**

- c. All employees are eligible for up to two weeks of paid sick time.

### **6. Reason for Leave**

**6.1.** An employee may request leave if they are unable to work for any of the following reasons:

**6.1.1.** The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;

**6.1.2.** The employee has been advised by a health care provider to self-quarantine related to COVID-19;

**6.1.3.** The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

**6.1.4.** The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine related to COVID-19;

**6.1.5.** The employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19;

**6.1.6.** The employee is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

### **7. Amount of Leave**

**7.1.** An eligible full-time employee is entitled to a two weeks of paid sick leave.

**7.2.** An employee may not utilize paid sick leave in addition to EFMLEA leave.

**8. Notification of Leave**

- 8.1.** If the need for EPSLA leave is foreseeable, the employee requesting leave must provide at least 15 days advance notice to school principal. If such advance notice is not possible, the employee must give said notice as soon as practicable.
- 8.2.** The employee requesting leave shall utilize the emergency paid family leave request form.

**9. Rate of Pay**

- 9.1.** An employee is entitled to paid leave at 100 percent of their regular pay, not to exceed \$511 per day and \$5,110 in the aggregate if they request leave for reasons 6.1.1, 6.1.2, or 6.1.3.
- 9.2.** An employee is entitled to pay at two-thirds of their regular rate pay, not to exceed \$200 per day and \$2,000 in the aggregate if they request leave for reasons 6.1.4, 6.1.5, or 6.1.6.

**10. Sunset**

- 10.1.** This policy shall sunset on September 30, 2021.