

# Staff Handbook



**GENESIS**  
s c h o o l

3800 E 44<sup>th</sup> St.  
Kansas City, MO 64130

Office: 816-921-0775

Fax: 816-245-5134

[www.genesischool.org](http://www.genesischool.org)

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## **INTRODUCTION**

We are pleased to have you on our staff at Genesis School. Educating children requires a sincere commitment and personal dedication from all staff members. Our mission is to endow students with the knowledge, skills, and mindsets necessary to be successful in college preparatory high schools. Our vision is to transform the Kansas City educational landscape by demonstrating that all students in an open-enrollment community school can achieve at the highest levels.

## **CORE BELIEFS**

- All students can learn at a high level, and all students deserve educational excellence. A school culture based on mutual respect, rigorous expectations, and continuous growth sets the conditions for strong academic achievement.
- Helping our students achieve their potentials requires continuous learning and improvement. We use data to measure our progress, and purposeful reflection and research to alter our practices.
- Character development is a critical component of education. Students who are respectful, responsible, resourceful, and responsive are prepared to lead within their communities and society at large.
- A school must be inextricably linked to the community it serves: our students' success benefits the community, while the community supports and informs our work. Leveraging community partnerships helps us meet our students' needs and ensures learning.

## **HANDBOOK**

This handbook contains information about Genesis School and summarizes general human resources policies and employee benefits. The primary objective of the outlined benefits and policies is to provide a work environment that is conducive to both personal and professional growth. Employee understanding and compliance with the outlined provisions will help ensure an optimal experience with our organization. You are encouraged to check with your supervisor regarding any questions you might have.

A few important points to remember while reading this handbook:

- The material provided to you in this handbook is a basic summary of the benefits provided by the organization's benefit plans. In case of any conflict between this general description and the actual plan document, the plan document will govern.
- This handbook is provided for informational purposes. The policies stated are not conditions of employment and are not intended to create, nor should you ever interpret them to create, any contractual rights or to limit the organization's

discretion. Nothing in this handbook alters the at-will nature of an employee's employment with Genesis School. Likewise, if any employee has an employment agreement with Genesis School, nothing in this handbook alters the terms of that agreement. Unless stated otherwise in a written employment agreement signed by both the employee and the Executive Director of Genesis School, employment may be terminated with or without cause or notice at the will of either the employee or Genesis School. No contract of employment is valid and binding on Genesis School unless it is in writing and signed by the Executive Director of Genesis School. In the event that an employee's terms of employment are for a specific period of time or include agreements that are different than those outlined in this handbook, such terms must be in writing and signed by both the employee and the Executive Director of Genesis School to be enforceable. No other manager, supervisor or representative can sign on behalf of the Executive Director of Genesis School.

- The organization reserves the right at any time to change, revoke, suspend, or terminate any or all policies (whether or not described in this handbook), with or without notice, prospectively or retroactively. The organization and its managers have the responsibility to interpret and apply the policies and practices discussed in this handbook in their good faith judgment. However, if any policy/practice or its application conflicts with the laws of the state or locality where you work, the law will supersede organization policy if applicable to your situation.
- This handbook replaces any previous handbook or personnel policies, practices and guidelines. Questions, feedback and ideas concerning employee benefits are welcome and may be submitted to the Executive Director or Director of Human Resources.

Genesis School requires all employees to sign the following statements. Documents for your signature are included at the end of this handbook.

**Employee Receipt of Handbook Acknowledgment Form** – please review and sign this form within 30 days of beginning employment.

**Anti-Harassment Policy** – indicates you agree to abide with the organization's strict policies regarding sexual harassment.

**Organization Property Receipt** – indicates you acknowledge and agree to abide by the terms of the agreement.

**Technology and Social Media Acceptable Use Acknowledgement** – indicates you agree to abide with the organization's policy regarding acceptable use of the Internet and E-mail system and comply with Genesis School's social media rules and guidelines for acceptable use.

We wish all employees success in their positions with Genesis School, and hope that our organization will provide a rewarding experience for all employees.

## NATURE OF EMPLOYMENT

Employment at Genesis School is on an at-will basis, meaning that you can resign at any time, and Genesis School may terminate the employment relationship at any time, with or without notice or cause or reason. Only the Executive Director of Genesis School has the authority to enter into any agreement for employment for a specific period of time, and any such agreement will not be enforceable unless it is in writing and signed by the Executive Director and the employee.

This handbook does not create a contract as to the policies or benefits contained in, or referred to in this handbook. The policies and benefits stated herein may be amended or deleted at any time at the organization's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Executive Director of Genesis School.

## EMPLOYEE STATUS

Throughout this handbook, employees are classified in various ways. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the organization. These classifications are described below:

Each employee is designated as either **NON-EXEMPT** or **EXEMPT** from federal and state wage and hour laws.

**NON-EXEMPT** employees are those who are eligible to be paid for overtime work in accordance with the provisions of applicable state and federal wage and hour laws. Wage and hour laws require employees to pay at least a certain minimum hourly wage rate and a premium rate for overtime work. All non-exempt employees (those employees subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) are required to complete an individual time record showing the daily hours worked.

It is important for Genesis School non-exempt employees only to work for Genesis School during regularly scheduled hours, unless they obtain approval from supervisors prior to working outside regularly scheduled work hours. Accordingly, non-exempt employees should not start work early, finish work late, work during a meal break, or perform overtime unless authorized by a supervisor and unless the time is properly recorded on the employee's timesheet. In addition, employees should not perform "off the clock" work for Genesis School. This is work that is performed for Genesis School but not reported on the employee's timesheet. Employees who fail to properly complete time sheets, fail to obtain a supervisor's authorization to work outside of regularly schedule work hours or who work overtime hours without permission may be subject to discipline.

Non-exempt employees will be paid for hours actually worked in a single workweek. This means that non-exempt employees will not be paid when Genesis School is closed for fall, winter, spring, or summer breaks or when Genesis School is closed for snow days, emergency days, or flexible days, unless the employee actually performs work on those days, in which case the employee will be paid the hours worked.

Non-exempt employees will be paid at a rate of 1.5 times the employees' normal base wage for any hours worked over 40 in a single workweek. PTO or any other leave of absence will not be considered hours worked for purposes of calculating overtime.

**EXEMPT** employees are excluded from specific provisions of federal and state wage and hour laws. Exempt employees are paid on a salary basis, not eligible for overtime pay, and not subject to wage reduction based on the quality or quantity of work performance.

Exempt employees will be paid an annualized salary that is paid out over 26 pay periods per year. Outside of recognized school breaks (fall, winter, spring, and summer) and days that the school is closed for snow or emergencies—which are all paid days—employees are only paid for weeks during which they actually perform work. Exempt employees who resign during the school year or who are not employed for a full year will receive a pro-rated amount of their salary that reflects the weeks of employment by the employee.

Under federal wage and hour law it is illegal to make certain deductions from an employee's pay if his or her job is classified as exempt. Genesis School's policy complies with all laws, both state and federal, regarding pay practices. In the event of an inadvertent or improper pay deduction, affected employees are requested to bring the situation to the attention of the Director of Human Resources immediately. Genesis School will review the situation thoroughly and make any corrections deemed necessary to an employee's pay.

The Executive Director or Director of Human Resources will record attendance records of time off due to vacations, holidays and/or other absences.

Questions regarding an employee's exempt or non-exempt status should be directed to the Executive Director or Director of Human Resources. Similarly, questions or concerns about Genesis School policy should also be addressed to the Executive Director, or the Director of Human Resources.

**REGULAR FULL-TIME** employees are those who have a regular work schedule of at least 30 hours a week. Generally, they are eligible for Genesis School's benefit package, subject to the terms, conditions and limitations of each benefit program.

**PART-TIME** employees regularly scheduled to work less than 30 hours per week will receive all legally mandated benefits such as Social Security, workers' compensation and possibly 401(k). They are generally ineligible for Genesis School's other benefit programs.

**TEMPORARY/SEASONAL/INTERIM** employees are hired to work on special assignment with the specific understanding that their work is on a temporary basis. Employment beyond any initially stated period does not imply a change in employment status.

Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Genesis School is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion, and contracted services. Employment decisions at Genesis School will be based on merit, qualifications, and abilities. Genesis School does not discriminate in employment opportunities or practices on the basis of race, color, ethnicity, religion, creed, sex (including gender, pregnancy, sexual orientation, or gender identity or expression), national origin or ancestry, citizenship, age, marital status, disability, genetic information, past, current, or prospective service in the uniformed services, or any other characteristic protected by law.

Genesis School's equal opportunity policy extends to prohibitions against unlawful harassment of students or employees because of the individual's race, color, ethnicity, religion, creed, sex (including gender, pregnancy, sexual orientation, or gender identity or expression), national origin or ancestry, citizenship, age, marital status, disability, genetic information, past, current, or prospective service in the uniformed services, or any other characteristic protected by law.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Executive Director, Director of Human Resources, or your direct supervisor. Employees can raise concerns and make reports without fear of reprisal by following the Staff Complaint and Grievance Policy in this handbook. Retaliation for making a complaint under this policy is strictly prohibited. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including termination of employment.

## **ACCOMMODATING DISABILITIES**

It is the policy of Genesis School to abide by all provisions of the Americans with Disabilities Act and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. This policy extends to the pre-employment process. Genesis School recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should make a request in writing to the, Executive Director, Director of Human Resources, or your direct supervisor for a



reasonable accommodation that may enable you to perform the essential functions of your job.

## **ANTI-HARASSMENT POLICY**

Sexual harassment and harassment because of race, color, ethnicity, religion, creed, sex (including gender, pregnancy, sexual orientation, or gender identity or expression), national origin or ancestry, citizenship, age, marital status, disability, genetic information, past, current, or prospective service in the uniformed services, or any other characteristic protected by law is prohibited.

Unlawful harassment 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 an individual because of their sex or any other protected basis;
- Threats and demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors; and
- Retaliation for opposing, reporting, or threatening to report harassment, or for participating in an investigation, proceeding, or hearing conducted by an investigating agency.

If you experience or observe any prohibited harassment, promptly report the incident according to the Staff Complaint and Grievance policy in this handbook.

Retaliation against an employee for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by Genesis School or a federal or state enforcement agency is prohibited. Employees should report any retaliation following the reporting procedure outlined in the immediately preceding paragraph. Any complaint will be immediately, objectively, and thoroughly investigated in accordance with the investigation procedure outlined above.

If Genesis School determines that an employee has harassed another employee or unlawful retaliation against an employee has occurred, appropriate remedial action will be taken against the offender, up to and including termination.

## **MANDATORY REPORTER POLICY**

All employees of Genesis School are mandatory reporters and have a duty to report suspected child abuse and neglect, including truancy and educational neglect to the

Missouri Department of Social Services, Children's Division. Such report shall be made via the Child Abuse and Neglect Hotline or the Online Mandated Reporting portal.

Mandatory reporters who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person must also report such belief to their supervisor.

An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Children's Division, or in the absence of such agency, to an appropriate police authority or attorney for Genesis School.

### **GROUP BENEFIT PLANS**

Eligible employees at Genesis School are provided a wide range of benefits including social security, worker's compensation, and unemployment insurance in the manner prescribed by federal and state law.

Eligibility for other organization benefits is dependent upon a variety of factors, including employee classification. The following is a list of benefit plans that may currently be in effect and in which you may wish to participate. The details concerning eligibility, plan terms and definitions, coverage and benefits are determined by the legal plan documents. Some of these plans require employees to elect to participate. If you have any questions, please contact the Director of Human Resources.

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Long-Term Disability (LTD)
- Short-Term Disability (STD)
- Basic Life Insurance/AD&D

### **FAMILY AND MEDICAL LEAVE ACT**

This policy is limited to any rights or benefits contained in the Family and Medical Leave Act (FMLA). The benefit described in this policy are per fiscal year, which runs from July 1<sup>st</sup> through June 30<sup>th</sup>.

#### **Section 1. Eligible Employees**

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.

2. An employee may request leave for one or more of the following reasons:
  - a) Birth of a child and to care for the newborn child;
  - b) Adoption or foster placement of a child with the employee;
  - c) To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
  - d) Serious health condition of employee that prevents the employee from performing the job functions;
  - e) 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;
  - f) 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

1. "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.
2. "Instructional employee or other key position" means an employee whose Executive Director function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.
3. "Parent" 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."

4. "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.
5. "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.
6. "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.
7. "Spouse" means a husband or wife.

### Section 3. Amount and Type of Leave Taken

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.
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.
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, may be required to exhaust all personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave contemporaneous with the employee's Family and Medical Leave.
4. 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 subsection 7 below, to document the medical necessity of such intermittent leave.
5. If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to the (Executive Director 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.

## 6. Benefits and Return to Work

- a) 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.
- b) 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.
- c) With the exception of paid vacation, personal, medical or sick leave required to be exhausted contemporaneous with 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.
- d) 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.

## 7. Required Certification and Reporting

- a) 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:
  - The date on which the serious health condition commenced;
  - The probable duration of the condition;

- 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;
  - 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.
- b) In certain circumstances and in compliance with applicable law, 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.
- c) 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.
- d) The Board may require an employee on FMLA leave to report periodically to the Executive Director on the employee's status and intent to return to work.

## 8. Special Provisions

- a) 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.
- b) 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: (1) The leave will last at least three weeks; and (2) The employee would return to work during the three-week period before the end of the term.
- c) An eligible employee is entitled to up to a total of 26 workweeks of unpaid, job protected leave during a single 12- month period to care for a covered

servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or net of kin of the covered servicemember.

## **MISSOURI VICTIMS' ECONOMIC SECURITY AND SAFETY ACT**

In accordance with the Missouri Victims' Economic Security and Safety Act (VESSA), the Genesis School offers eligible employees unpaid leave for qualifying domestic or sexual violence related reasons, with a guarantee of restoration to the same or an equivalent position on return from leave. Employees must comply with the terms and conditions set forth in this policy.

### **Section 1. Definitions**

1. "Domestic violence" means abuse or stalking committed by a family or household member.
2. "Family" or "household member" means spouses, former spouses, any person related by blood or marriage, persons who are presently residing together or have resided together in the past, any person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, and anyone who has a child in common regardless of whether they have been married or have resided together at any time.
3. "Sexual violence" means a sexual assault, including without limitation, causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without the person's consent, and trafficking for the purposes of sexual exploitation as described by Missouri law.
4. "Workweek" means an individual employee's standard workweek.

### **Section 2. Eligible Employees**

Employees are eligible for leave if they are the victim of domestic or sexual violence or have a family or household member who is the victim of domestic or sexual violence. The family or household member may not have interests that are adverse to the employee as it relates to the domestic or sexual violence.

### **Section 3. Qualifying Reasons for Leave**

Domestic or sexual violence leave is available to eligible employees in the following circumstances:

1. To seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence against the employee or their family or household member.
2. To obtain victim services from a victim services organization for the employee or their family or household member.

3. To obtain psychological or other counseling for the employee or their family or household member.
4. To participate in safety planning, including temporary or permanent relocation or other actions to increase safety for the employee or their family or household member from future domestic or sexual violence.
5. To seek legal assistance to ensure the health and safety of the employee or their household or family member, including participating in court proceedings related to the domestic or sexual violence.

#### Section 4. Leave Time

Eligible employees may take up to one workweek of unpaid domestic violence leave within any 12-month period. Leave is based on a rolling 12-month period, looking back from the date the leave would begin. Leave may be taken intermittently (in separate blocks of time) or as reduced schedule leave.

Leave taken under this policy is unpaid. However, employees may substitute accrued and unused PTO for the unpaid leave. The substitution of PTO does not extend the leave period, but runs concurrently with it. Likewise, domestic and sexual violence leave may run concurrently with any qualifying leave available under the federal Family and Medical Leave Act (FMLA). This policy does not entitle employees to take unpaid leave that exceeds the amount of unpaid leave time allowed under the FMLA.

#### Section 5. Notice of Need for Leave and Certification

Eligible employees must provide Genesis School with at least 48 hours' advance notice of the need for leave. If 48-hour notice is not practicable, an eligible employee must provide certification of need for leave with a reasonable period after the absence.

To request domestic or sexual violence leave, employees must submit a sworn statement that the employee or a member of the employee's family or household is a victim of domestic or sexual violence and that leave is necessary for a specific qualifying reason. In addition, Genesis School may require the following supplemental information:

- Documents from an employee, agent, or volunteer of a victim's services organization, member of the clergy, or medical or other professional from whom the employee or family or household member has sought assistance.
- A police report or court record.
- Other corroborating evidence.

This information must be provided to the Director of Human Resources or Executive Director within a reasonable time after it is requested by Genesis School. Full cooperation to obtain this supplemental information is required under this policy.



During leave, employees may be required to provide periodic reports when reasonably requested about the employee's status or any change in the employee's plans to return to work.

#### Section 6. Medical and Other Benefits

An employee taking domestic or sexual violence leave, upon return from leave, is entitled to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position.

Taking domestic or sexual violence leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

#### Section 7. Reasonable Safety Accommodations

Eligible employees are entitled to reasonable safety accommodations to keep employees safe from actual or threatened domestic or sexual violence, unless it would impose an undue hardship on Genesis School. Employees seeking a reasonable safety accommodation may be required to provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodations are for a purpose authorized by VESSA.

#### Section 8. Non-Retaliation

Employees who seek good faith leave or reasonable safety accommodations under this policy will not be retaliated against. If you believe you have been subject to retaliation or discrimination, you should report it to HR.

For further information or details about any of the terms of this Domestic and Sexual Violence Leave Policy, please contact the Director of Human Resources.

### **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

The Genetic Information and Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding requests medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **SHORT TERM ABSENCES**

To help employees maintain their income during authorized absences, Genesis School will provide compensation for such absences according to the guidelines below. This noncontributory short-term absence program is available to all full-time employees.

An authorized short-term absence may include any of the following:

### **1. Bereavement**

Full-time employees are entitled to bereavement benefits. Bereavement benefits are separate from an employee's PTO time and will not be deducted from these balances. Time off for bereavement for the death of an immediate family member of the employee or the employee's spouse (defined as domestic partner, step/parents, children, siblings and grandparent/child), including miscarriage, will be paid for up to 3 days of leave for regularly scheduled hours of work. Time off for bereavement for an aunt, uncle, cousin, or close friend will be paid for up to 1 day for regularly scheduled work hours. In general, any absences beyond those 3 days will not be compensated unless the employee chooses to use available PTO time. Bereavement pay is calculated based on the base pay rate at the time of the absence. Employees must bring in a copy of the program or other documentation from the memorial service or other event in order to utilize this benefit.

### **2. Military Duty**

Genesis School will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

### **3. Civic and Jury Duty**

Employees are encouraged to fulfill their civic responsibilities by serving on a jury, appearing as a witness if required by summons or subpoena, or by working at the polls on election day. Non-exempt employees may request up to 1 week (5 business days) of paid civic duty leave per rolling 12-month period less any pay received for the period of

such service. Civic duty absence will not be deducted from an employee's PTO time. However, an employee may choose to use available PTO hours in conjunction with a civic duty absence if the absence extends beyond the 1-week limit of this policy.

#### **4. Voting Leave**

Employees whose work hours prevent them from voting during elections may be eligible for leave to vote. Such employees may take up to 3 hours off work to vote if there are not 3 consecutive hours when the polls are open during which the employee is not required to be at work. To be eligible for leave under this policy, employees must request leave in advance of the need for leave. Requests should be made to the employee's supervisor.

### **FLEX FRIDAYS**

Flex Fridays will be used for staff professional development and Sankofa Scholars. There will be times when you have professional development, work time, or will be working with students as needed.

It is the expectation that staff members will be present and on time for Flex Fridays as this will be a time in the month to share pertinent information as well as continue to build capacity among our staff. Agenda items will be gathered based on information needed to guide school improvement efforts as well as items recommended from the Leadership Team and staff surveys.

The schedule for Flex Fridays will be distributed during the first week of the school year.

### **GENESIS OBSERVED HOLIDAYS**

- January 1st (New Year's Day)
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth (June 19th)
- July 4th
- Labor Day
- Thanksgiving and the day after
- Christmas Eve and Christmas Day

## **PAID TIME-OFF**

Full-time employees are eligible for paid time-off. These employees earn 8 hours of personal time-off per month when school is in session (August – May). On their 4<sup>th</sup> employment anniversary, full-time employees who work a 12-month schedule will receive an additional 10 hours per month of paid-time off. Paid Time Off is in addition to days when school is closed. Paid Time-Off earned will be posted to employee's record each month before leave taken is charged against leave balances.

Full-time employees may carry over a maximum of 48 hours or 6 days into the next school year. If, at the end of the school year, a Full-time employee has accrued more than the 48 hours available for carry-over, Genesis school will pay the potential lost hours up to 40 hours.

### **PTO Request Process**

1. Submit the request using the TimeClock system.
2. Email Human Resources with the request.
3. Submit sub lesson plans and details for the day to the academic director and your substitute.

### **Unplanned Absences**

Unplanned absences occur. If you are going to be absent please do the following:

Send an email or text message to the Director of Human Resources.

1. Put your absence in the TimeClock Plus system.
2. Contact your Substitute First Responder with Sub Plans and details for the day.

In the event of absence due to sickness, make every attempt to complete this process no later than 6:30 am of the day you are scheduled to work so that a suitable substitute can be found.

## **EMERGENCY SUBSTITUTE PLANS**

Instructional staff members are required to place on file in the main office 5 class days of emergency substitute plans in the event you are unable to prepare plans for an absence. Emergency plans should contain enough information and the schedule for a substitute to continue instruction in the classroom.

## **UNSCHEDULED CLOSING OF SCHOOL**

When it becomes necessary to close school because of weather, media stations will be asked to announce school closing for Genesis School. Parents and staff will be notified via the school messaging system. If you have not heard an announcement of school closing on or before 6:30 am on the day in question, you can assume school will be open.

## ATTENDANCE

Our day begins at 7:30 a.m. and ends at 4:00 p.m. for all staff other than the arrival team whose day begins at 7:00 a.m. and ends at 3:30 p.m. The time clock is a record of attendance required by payroll; therefore, all staff members must personally **clock in upon arrival and clock out at the end of each day before you leave.** This is the responsibility of each employee. This will be strictly monitored. Please contact the Department of Human Resources with any questions or concerns.

## PAY PROCEDURES

1. All employees are paid for work performed during the previously completed two weeks. A workweek runs Saturday to Friday. Paychecks are distributed by direct deposit biweekly on Wednesday. If a holiday should fall on a Friday, pay is distributed on the last working day prior to the weekend or holiday. Requests for issuance of pay at any time outside of the regular schedule are discouraged. **Standard Deductions From Your Pay**

Employees must fill out appropriate tax reporting forms indicating their withholding status and should update those forms as necessary. The Director of Human Resources can assist you with questions concerning deductions from your pay or how they were calculated. The following are standard deductions taken out of your pay.

### 2. Withholding Taxes

A Federal withholding tax is retained for the Collector of Internal Revenue as payment on Federal Income Tax for the current year. The amount withheld is determined by salary and the number of dependents. No salary check will be issued until all withholding forms are submitted.

A State withholding tax is retained for the Missouri Department of Revenue. The amount withheld is determined in the same manner as the Federal Income Tax. Employees may authorize additional sums to be withheld by notifying the payroll department in writing and completing a new W-4 form indicating the additional amount to be withheld each pay period. No salary checks will be issued until all withholding forms are submitted.

A City withholding tax is retained for all Kansas City, Missouri residents and non-residents who work within the city limits of Kansas City. The tax amount is 1 percent on an employee's gross earnings. No salary checks will be issued until all withholding forms are submitted.

### 3. Public School Retirement System (PSRS) of the School District of Kansas City

All full-time teachers and part-time teachers who work seventeen (17) hours or more per week are members of PSRS. Support employees with a teaching certificate are also eligible for membership in PSRS.

#### 4. Medical, Dental, Vision, and Life

Medical, dental, vision, and life insurance payments will be deducted for all employees (with dependents and/or spouse) on a twelve (12) month basis each month.

#### 5. Additional Deductions

Any staff member may authorize additional voluntary deductions for payment of tax-sheltered annuities, dues to professional organizations, credit union, and dependent coverage for medical benefits.

#### 6. On-Line Time System

All non-exempt employees are required to submit electronic timesheets to the payroll system. It is the responsibility of both the employee and the supervisor to certify that the information recorded on the timesheet is accurate and complete, and to ensure that payroll receives the information electronically by the due date indicated. It is the employee's responsibility to sign the time record to certify the accuracy of all time recorded and the supervisor's responsibility to review and initial the record.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

If corrections or modifications are made to the time record, a correction or modification can be made in the system.

Employees who submit incomplete, inaccurate or late timesheets risk delaying payment of overtime adjustments. Payroll will not cut manual checks for overtime adjustments if timesheets are delinquent.

Exempt employees are required to report all PTO and sick days on the system, whether or not the time off was approved by their manager.

### **SEPARATION FROM EMPLOYMENT**

The employment relationship will be considered terminated for all purposes in the event of: (a) voluntary resignation or retirement; (b) discharge for any reason; or (c) failure to perform work for Genesis School for any reason for a period of 12 continuous months.

#### 1. Notice of Termination

Employees planning to resign from their position are requested to provide a written notice to their direct supervisors at least two weeks in advance of their last anticipated work day.

## 2. Payment for Unused PTO Days

Employees who are discharged for any reason (excluding layoff) and employees who resign without proper notice will not receive unused PTO pay upon separation unless state law dictates otherwise. Employees who resign with proper notice (2 weeks) will receive PTO pay for any unused PTO at the time of termination. Employees with less than five years of service will not be compensated for any unused PTO.

## 3. Letters of Reference

The Academic Director/Principal and other supervisors may provide letters of recommendation for school related purposes. School related purposes include professional development programs, fellowships, graduate school and other opportunities related to enhancing skills and qualifications related to performance.

Providing letters of reference on behalf of Genesis School for current or former employees of Genesis School seeking employment with another organization is not permitted. No manager or supervisor should comment or provide written evaluation on any current or former employee. All requests for letters of reference for employment purposes should be referred to and prepared by the Executive Director.

## 4. Exit Interview

When you complete your employment at Genesis School, you may be asked to participate in an exit interview. The purpose of the interview is to give you an opportunity to communicate your views regarding your work with Genesis School. This can include job duties, training, supervision and benefits.

You will receive information on the status of your benefits upon separation from employment at Genesis School. You will be asked at the interview to return any organization-furnished property, such as ID cards, keys, credit cards, all system passwords, documents, handbooks and equipment. Where permitted by applicable laws, Genesis School may withhold from the employee's check or final paycheck unearned and advanced PTO and/or the cost of any items that are not returned when required.

Genesis School may also take all action deemed appropriate to recover or protect its property.

## **PERSONNEL RECORDS**

Personnel files on all employees will be maintained in Genesis's administrative offices. It is the intent of the Board to maintain complete and current personnel files, including all information necessary to comply with the Fair Labor Standards Act, for all Genesis employees.

Genesis will maintain the following information in personnel files: applications, certification documents, performance evaluations, current transcripts, employment contracts and performance related documents. Medical records, including health

insurance records, will be maintained separately. Files containing immigration records will be kept separate from personnel files.

The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Access to personnel files will be on a strict need-to-know basis by appropriate Genesis administrators, legal counsel, or state agencies with authority.

Upon request to and in the presence of the appropriate administrative official, any employee will have the right during regular working hours to inspect his/her own personnel file, with the exception of the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers.

Information of a critical nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder. Employees have a responsibility to keep their personnel records up to date. Please notify the Director of Human Resources of any changes to the following:

- Name, address or phone number
- Marital status or number of dependents
- Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only)
- Beneficiary designations for any of the organization's insurance, disability, pension, and profit sharing plans
- Persons to be notified in case of an emergency

Failure to report any of these changes within 30 days of the change may affect your medical and/or life coverage and other benefits.

In addition, employees who have a change in the number of dependents or marital status must complete a new Form W-4 for income tax withholding purposes within 10 days of the change.

Employees are to refer all requests from outside the organization for personnel information concerning applicants, employees and past employees to the Office Manager. The Director of Human Resources will verify employment dates, position held and location of job site. Wage and salary information will be verified through written request only.

## **PERFORMANCE REVIEWS AND MERIT INCREASES**

Supervisors and employees are strongly encouraged to regularly discuss job performance and goals on an informal basis. Formal performance evaluations will be



conducted annually, to provide both you and your manager or supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals. Additional evaluations may be conducted as appropriate.

Without demonstrated progress in performance on the job, an employee should not expect to receive a pay increase. Increases are not automatic or annual, nor does time on the job itself qualify an employee for a merit increase.

An employee's failure or inability to perform assigned duties for reasons such as lack of necessary experience, education, skill, integrity, diligence or other job related factors may result in the organization's decision to release an employee from employment.

## **SMOKING**

In keeping with Genesis School's desire to provide a safe and healthy work environment, Genesis School is a smoke-free campus. Employees are prohibited from taking breaks to smoke.

## **CONCEALED WEAPONS**

Employees may not, at any time while on any property owned, leased or controlled by Genesis School, including organization parking lots or are anywhere that business of the organization is conducted (such as field trip and other organization event venues), possess or use any weapon. Weapons include, but are not limited to, guns, knives with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether an employee possesses a concealed weapons permit or is allowed by law to possess a weapon, weapons are prohibited on Genesis School Property or in any location in which the employee represents Genesis School for business purposes, including those listed above.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

## **DRUGS AND ALCOHOL**

Genesis School is committed to maintaining a drug and alcohol free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines Genesis School's ability to operate effectively and efficiently. This policy is designed to ensure employee safety, reduce absenteeism and tardiness, improve productivity, and protect the organization's status and reputation.

Employees are expected and required to report to work on time and in appropriate mental and physical condition. The unlawful use, possession, manufacture, distribution, or dispensation of drugs on organization premises or while conducting organization business off premises is strictly prohibited. Violation of this policy will result in disciplinary action, up to and including termination, as well as possible criminal consequences.

Possession or use of alcohol on organization premises, except in connection with organization-authorized events is prohibited. Furthermore, reporting to work, or being under the influence of, or after having used or consumed, alcohol or illegal drugs, is also strictly prohibited and grounds for immediate disciplinary action up to and including termination. While the use of marijuana has been legalized under Missouri law for medicinal uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by Genesis School. Genesis School does not discriminate against employees solely on the basis of their off-duty use of medical marijuana in compliance with Missouri's medical marijuana law. However, employees may not consume or be under the influence of marijuana while on duty or at work, even if the employee has a valid prescription for medical marijuana. Employees whose absenteeism or tardiness results from off-duty use of alcohol or drugs will be instructed to seek rehabilitation or face termination.

Employees needing help with substance abuse problems are encouraged to seek help through Genesis School's medical insurance carrier or other counseling options. Conscientious efforts to seek and use such help will not jeopardize an employee's job and will not be part of any personnel record. However, records of absences to seek treatment or insurance claims for covered treatment will be maintained, although reasons for the absences or claims will be kept confidential and disclosed only on a need-to-know basis.

To ensure our continued success and for your safety, Genesis School has established a drug and alcohol testing program as follows.

**Post-Accident Testing:** Anyone involved in an accident at work which results in property damage or injury requiring medical treatment may be required to undergo drug and alcohol testing.

**Reasonable Suspicion Testing:** Genesis School will request an employee to be tested where there is reasonable suspicion that the employee has used, or is under the influence of alcohol or an illegal drug.

**Random Testing:** Genesis School may request an employee undergo drug and alcohol testing any time while the employee is at work or on duty.

Failure to submit to a required test, any unreasonable delay in submitting to a test, or failure to cooperate in the testing process, will result in dismissal.

Genesis School encourages employees to report violations of this policy to management on a confidential basis.

## **STAFF COMPLAINTS AND GRIEVANCES**

### **Section 1. Intent of the Policy**

1. The purpose of this policy is to provide a process for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.
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**

1. 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.
2. Employee means any person hired by the Board to perform services either full or part-time.
3. Days - means working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.
4. Executive Director means the employee possessing that degree of administrative authority.
5. Parties in Interest means any persons involved in the processing and investigation of the complaint.
6. Complaint File means a file maintained by the (Executive Director or 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.
7. Board means the Governing Board of Genesis School.

### **Section 3. Procedure for Notice, Investigation, Decisions, and Record**

1. This complaint and grievance procedure is applicable to any claim by any employee or applicant of Genesis School who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of

statutes, policies, rules, regulations, or written agreements with which the school is required to comply.

2. The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should clearly identify the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The request should be received by the Director of Human Resources verbally or in any written format.
3. The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting, if any, and any appeal of the initial decision in writing.
4. The School may conduct an internal investigation or hire an outside investigator to investigate the complaint.
5. 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, absent extenuating circumstances. Complaints should be filed within ten (10) calendar days of the most recent act alleged to be in violation of Genesis School policies. In no instance 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.
6. Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached.
7. If the complainant is dissatisfied with the decision, he or she must forward an appeal to the Governing Board of the School.
8. A committee of the Board shall review the evidence and issue a decision within twenty (20) working days after receiving the complaint.
9. 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

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

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.

## **CODE OF CONDUCT**

Genesis School employees are expected to adhere to certain standards to ensure orderly operations and to protect the safety of all employees.

The guidelines set forth in this policy are intended to provide employees with fair notice of unacceptable conduct. This policy, however, cannot identify all unacceptable conduct. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests or property of Genesis School, other employees or families, may result in disciplinary action.

The Board requires all staff members to serve as positive role models for all students. Genesis exists to provide quality, cognitive, and affective education for all students. In achieving these objectives, staff are required to meet certain performance criteria including, but not limited to:

1. Properly prepare for student instruction.
2. Fully utilize instructional time for learning activities.
3. Maintain students under active supervision at all times.
4. Assess student performance in a regular and accurate manner.
5. Modify instructional goals to meet the needs of each student.
6. Comply with administrative directives.
7. Motivate students to achieve learning objectives.
8. Communicate with students in a professional and respectful manner.
9. Maintain relationships with students in a professional teacher-student model.
10. Review and comply with Board policies, regulations, and procedures as well as related building rules and practices.
11. Properly operate and maintain district property.
12. Utilize district technology solely for school district business.

13. Maintain required records and submit requested reports in a timely manner.
14. Comply with all safety guidelines and directives.
15. Refrain from the use of profane and obscene language.
16. Dress in a professional manner.
17. Attend to all duties in a punctual manner.

The Board expects employees to follow certain work rules and conduct themselves in ways that protect the interests and safety of all employees and students at Genesis.

While it is impossible to list every action that is unacceptable conduct, the following lists some examples. Employees who break work rules such as these may be subject to disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or possession of property
2. Falsification of timekeeping records
3. Working under the influence of alcohol or illegal drugs
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
5. Fighting or threatening violence in the workplace
6. Boisterous or disruptive activity in the workplace
7. Negligence or improper conduct leading to damage of employer-owned or customer-owned property
8. Insubordination or other disrespectful conduct
9. Violation of safety or health rules
10. Smoking in prohibited areas
11. Sexual or other unlawful or unwelcome harassment
12. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
13. Excessive absenteeism or any absence without notice
14. Unauthorized absence from work station during the workday

15. Unauthorized use of telephones, mail system, or other employer-owned equipment
16. Unauthorized disclosure of business "secrets" or confidential information
17. Violation of personnel policies
18. Unsatisfactory performance or conduct

Employees may be disciplined for misconduct, including but not limited to:

1. Insubordination
2. Dishonesty
3. Theft from the organization, employees or clients or inappropriate removal or possession of organization property
4. Discourtesy
5. Excessive absenteeism or any absence without notice
6. Misusing or destroying Genesis School's property or the property of another on Genesis School's premises; Negligence or improper conduct leading to damage of employer's or another's property
7. Violating Genesis School policies or conflict of interest rules
8. Disclosing or using confidential or proprietary information without authorization
9. Falsifying or altering Genesis School's records, business forms, timesheets, employment applications or expense claim forms
10. Interfering with the work performance of others
11. Altercations, fighting, threatening violence and boisterous or disruptive activity in the workplace
12. Discriminatory or harassing conduct of any kind, including against employees, students, families, vendors, or visitors
13. Being under the influence or possessing, distributing, selling, transferring or using alcohol, and/or illegal or controlled substances while on Genesis School's property, while conducting Genesis School business, while on duty or while operating employer-owned vehicles or equipment
14. Gambling on Genesis School's premises or while conducting Genesis School business

15. Sleeping on the job or leaving the job without authorization
16. Smoking in or around campus
17. Possession of dangerous or unauthorized materials, such as explosives or firearms, or other concealed weapons on Genesis School's property or while conducting business on behalf of Genesis School
18. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the organization, its employees, students and families, or property
19. Failing to report any conviction occurring in the workplace under any criminal drug statute within 5 days of the conviction
20. Unauthorized use of telephones, mail system or other employer-owned equipment
21. Violation of personnel policies
22. Unsatisfactory performance or conduct
23. Violation of federal, state, or local law or regulation

Nothing in this policy is intended to alter the "at-will" status of employment with Genesis School. Employment with Genesis School is based on mutual consent and both the employee and Genesis School have the right to terminate employment at-will for any reason or no reason, with or without cause or advanced notice.

In addition to the general rules listed above, disciplinary action up to and including termination may be taken for failure to adhere to organization policies or departmental standards as set forth by management.

## **SUSPENSION OR TERMINATION STAFF**

This policy describes the policy for administering fair and consistent discipline for unsatisfactory conduct at Genesis.

We believe it is important to make sure that all employees are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The major purpose of a disciplinary action is to correct the problem, prevent it from happening again, and prepare the employee for satisfactory performance in the future.

Examples of prohibited conduct which may result in suspension or termination include, but are not limited to the following:

- Conflict of interest



- Failure to follow Genesis procedures or administrative directives
- Conviction of a crime against society
- Falsifying records of documents, including an employment application
- Knowingly providing untruthful information in official activities
- Gambling or drinking alcoholic beverages while on duty time or on School premises
- Possession of or use of illegal drugs
- Reporting for duty under the influence of intoxicants or narcotics
- Unauthorized disclosure of confidential information concerning employees, students, or Genesis
- Possession of explosives, firearms, or other weapons on Genesis' premises or during School activity
- Theft or unauthorized use or possession of property belonging to Genesis, its students, other employees or visitors
- Other conduct deemed by Genesis to be injurious to security, personal safety, employee welfare and the School's operations
- Loss of confidence/trust
- Poor performance or disregard of a lawful directive by the employee's supervisor, member of the leadership team at Genesis School, or School Board;
- Violation of any ordinance, law, or regulation that is relevant to the employee's job duties for Genesis School

Although your employment is based on mutual consent and both you and Genesis have the right to terminate employment at will, with or without cause or advance notice, Genesis may use progressive discipline at its discretion.

Disciplinary action may be any of the following four steps: 1) verbal warning, 2) written warning, 3) suspension with or without pay, or 4) termination of employment. Genesis School will look at how severe the problem is and how often it has happened when deciding which step to take. There may be circumstances when one or more steps are bypassed. In situations where termination of employment occurs without going through prior progressive discipline steps, the employee should be notified of his/her right to appeal.

The procedure for an employee appealing a penalty that results in suspension or termination of employment the same as the procedure provided in the Complaint and Grievances policy.

## **CONFLICT OF INTEREST AND NON-DISCLOSURE**

All employees must comply with the conflict of interest and non-disclosure requirements of this policy.

An actual or potential conflict of interest is when you are in a position to influence a decision or have business dealings on behalf of Genesis that might result in a personal gain for an employee or for a relative of an employee. For conflicts of interest, a relative is any person who is related to the employee by blood or marriage, or whose relationship to the employee is similar to being a relative even though they are not related by blood or marriage.

We do not automatically assume that there is a conflict of interest if you have a relationship with another company. However, if you have any influence on transactions involving purchases, contracts, or leases, you must tell an officer of Genesis as soon as possible. By telling us that there is the possibility of an actual or potential conflict of interest, we can set up safeguards to protect everyone involved.

The possibility for personal gain is not limited to situations where you or your relative has a significant ownership in a firm with which Genesis does business. Personal gains can also result from situations where you or your relative receives a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving Genesis.

The following are some examples of conflicts of interest that violate this policy:

- Employees participating for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or their parents/guardians.
- Employees who have patented or copyrighted any device, publication, or other item who receive royalties for use of such item in the school.
- Employees engaging in any type of work where the source of information concerning customer, client, or employer originates from information obtained through the School or the employee's involvement in the school.
- Employees acting as agents or accepting commissions or other rewards for books or other School materials, the selection of purchase of which they may influence. The School may not purchase products distributed directly or indirectly by employees of the School.

It is very important to Genesis that we protect our confidential business information and trade secrets. Confidential information includes, but is not limited to, the following examples:

- Compensation data
- Computer processes
- Computer programs and codes
- Correspondence
- Financial information
- Marketing strategies
- New materials research
- Payroll records
- Pending projects and proposals
- Performance appraisals
- Proprietary production processes
- Research and development strategies
- Scientific data
- Scientific formulae
- Scientific prototypes
- Student rosters and addresses
- Technological data
- Technological prototypes

If you have access to confidential information, we will ask that you sign a non-disclosure agreement as a condition of your employment.

If you improperly use or disclose a trade secret or confidential business information, you will be subject to disciplinary action, up to and including termination of employment and legal action. This applies even if you do not get any benefit from releasing the information.

## **STAFF DRESS CODE**

As an educator you are a role model for students. It is expected that staff members dress in a professional manner at all times. The professional dress consists of business casual attire. Jeans are permitted on Fridays. **Staff who choose to wear open toe shoes do so at their own risk.**

What Business Casual IS: golf shirt and khaki pants, Genesis School logo wear and pants, dress, skirt and shirt, pants and shirt, leggings and tunic, capris and shirt, any kind of shoes, clothes in any color(s) of choice.

What Business Casual IS NOT: sweat pants, yoga pants, shorts, ripped/hole-filled jeans

## **STAFF INJURIES & ACCIDENTS**

Any staff injury or accident on school grounds must be immediately reported to the Director of Human Resources.

## **WORKERS' COMPENSATION INSURANCE**

Genesis School provides a comprehensive workers' compensation insurance program to our employees. This program does not cost you anything.

The workers' compensation program covers injuries or illnesses that might happen during the course of your employment that require medical, surgical, or hospital treatment. Subject to legal requirements, workers' compensation insurance begins after a short waiting period, or if you are hospitalized, the benefits begin immediately.

It is very important that you tell the Director of Human Resources about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that you qualify for coverage as quickly as possible and lets us investigate the matter promptly.

Workers' compensation covers only work-related injuries and illnesses. Neither Genesis School nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that we might sponsor.

## **VIOLENCE PREVENTION**

Genesis School is committed to maintaining a workplace that is free from violence or threat of violence. All employees, including temporary employees, customers/clients, and visitors should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a student or family member, or a member of the public at any time, including off-duty periods, will not be

tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's race, color, ethnicity, religion, creed, sex (including gender, pregnancy, sexual orientation, or gender identity or expression), national origin or ancestry, citizenship, age, marital status, disability, genetic information, past, current, or prospective service in the uniformed services, or any other characteristic protected by law.

This policy includes, but is not limited to:

- Threatening acts or abusive language that leads to tension within the work environment
- Violent or threatening physical contact (including fights, pushing, and physical intimidation).
- Direct or indirect threats
- Threatening, abusive or harassing phone calls
- Possession of a weapon on organization property
- Destructive or sabotaging actions against organization or employees' personal property.
- Stalking
- Violation of a restraining order

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on organization property shall be removed from the premises as quickly as safety permits, and shall remain off organization premises pending the outcome of an investigation.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Executive Director, or Human Resources. This includes threats by employees, as well as threats by students, families, vendors, solicitors, or other members of the public. All suspicious individuals or activities should also be reported as soon as possible. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work area, do not try to intercede.

Genesis School will promptly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practicable. In order to maintain workplace safety and the integrity of the investigation, Genesis School may suspend employees, either with or without pay, pending investigation.

All employees who obtain a protective restraining order, which lists Genesis School's premises as being a protected area, must provide to the Executive Director, or Human

Resources a copy of any temporary or permanent protective or restraining order. Genesis School understands the sensitivity of the information requested and will respect the privacy of the employee(s) to the extent possible.

## **USE OF SOCIAL MEDIA**

Genesis School does not take a position on teachers and staff using social media for personal use on personal time. If teachers and staff choose to do so, they should keep in mind the following:

- Teachers and staff should not use personal social media accounts to communicate with students and families regarding topics pertaining to your work with the School.
- Do not “friend,” “follow” or otherwise interact with students from personal social media accounts.
- Always write in the first person and make it clear that you are speaking for yourself and not on behalf of the school
- Do not post school related information including but not limited to student information, pictures, and work-product exemplars on personal social media sites.
- Do not share confidential information about internal school discussions.
- Avoid communicating with students and families using personal social media sites, personal email accounts or personal phone numbers.

Social media is an excellent way to share information with families and students. If teachers and staff choose to utilize social media for school related purposes, teachers and staff should utilize the same professional standards, respect, and integrity as if it were a face-to-face communication.

- Use school contact information (email, address, phone, etc...) for creating and maintaining accounts, including student accounts.
- Inform parents of social media created for classroom use and its educational purpose.
- Respect copyright and fair use guidelines. Be sure to cite your source when quoting and use Creative Commons<sup>1</sup> licensing when possible.
- If you make a mistake, admit it and correct it quickly. Clearly state if you’ve corrected a previous post and apologize if appropriate.

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<sup>1</sup> <https://creativecommons.org/>

- Treat social media created for school related purposes like a classroom. Monitor closely the interactions between students and deal with inappropriate use immediately.
- When using social media, never reveal information about students including but not limited to their grades, course enrollments, and class schedules. Doing so could be a FERPA violation.
- If posting photos and videos of fellow staff and teachers, seek their permission before posing.
- If posting photos and videos of students, ensure there is a signed parent/guardian permission form on file for each student.

## **FORMS**

- Receipt of Handbook
- Anti-Harassment Policy
- Organization Property Receipt
- Technology and Social Media Acceptable Use Acknowledgement