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Family Medical Leave Act (FMLA) Policy

SECTION 1. Eligible Employees

SECTION 1.1. Requirements

Employees of Kairos Academies who have been employed for at least twelve (12) months and who have worked at least 1,250 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. Eligible Reasons

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

1. Birth of a child and to care for the newborn child;
2. Adoption or foster placement of a child with the employee;
3. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
4. Serious health condition of employee that prevents the employee from performing the job functions;
5. Because of a qualifying exigency (hereinafter defined) arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;
6. To care for a covered service member (hereinafter defined) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

SECTION 2. Definitions

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he or she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade rank or rating.

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

"Parent" means a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law."



"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 healthcare 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, they 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. Length of Leave

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. Length of Leave for Spouses

If both spouses work for Kairos Academies 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. Use of Vacation and Other Leave Prior to FMLA

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 Chief Operating Officer. 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 they 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.
5. 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 their 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 cycle, the Board may require the employee to continue taking leave until the end of the cycle 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.



SECTION 3.9. Parental Leave

Employees eligible for FMLA who have either given birth to a child or whose spouse/partner/co-parent has given birth to a child are eligible for parental leave in the 12 weeks following the birth. Kairos will pay 2/3rds of the employee's salary for up to 9 weeks of leave.

An employee is only entitled to one event of paid parental leave during a rolling calendar year. Leave provided pursuant to this policy is only available to the extent it runs concurrently with an employee's existing FMLA entitlement. For example, if an employee has only 3 weeks of FMLA leave remaining at the time the employee's paid parental leave is scheduled to begin, the employee would only be entitled to 3 weeks of paid parental leave pursuant to this policy. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under FMLA exceed 12 weeks during the 12-month FMLA period.

To be eligible, employees must provide the Kairos COO at least 90 days notice before paid parental leave.

Equal Employment Opportunity Policy

Kairos Academies is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion and contracted service. Kairos Academies 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.

Kairos Academies' 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 Qualified Individuals with Disabilities

Kairos Academies' 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. Kairos Academies' 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 Kairos Academies.

Qualified applicants or Kairos Academies employees with disabilities should make formal requests in writing for accommodations.



Drug Free Workplace Policy

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 Chief Executive Officer of their conviction. Notification must be made by the employee to the Chief Executive Officer within five (5) days of the conviction. Within ten (10) days, the Chief Executive Officer will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

Kairos Academies will 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.

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



Harassment Policy

SECTION 1. Unlawful Harassment

SECTION 1.1. Prohibition of Harassment

In accordance with applicable law, the Board of Kairos Academies 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. Kairos Academies is committed to taking all reasonable steps to prevent harassment from occurring.

SECTION 1.2. Definition of Unlawful Harassment

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. Inclusive of Impact on Ability to Work and Emotional Well-Being

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. Overview of Reporting Procedures

Kairos Academies' 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. Requirements for Reporting of Harassment

If any employee believes they have 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. Investigation and Documentation of Reported Harassment

All incidents of harassment that are reported will be thoroughly investigated and documented. Kairos Academies 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. Remedial Action for Harassment

If the Board of Kairos Academies 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. Protection Against Retaliation by Federal Law

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. Reporting of Retaliation

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. Investigation of Reports of Retaliation

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

SECTION 3.1.3. Remedial Action for Retaliation

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

SECTION 4. Liability for Harassment



Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

SECTION 5. Additional Enforcement Information Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) serves as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC.

SECTION 6. Personal Relationships

Kairos wants to ensure that organizational practices do not create situations such as conflict of interest or favoritism. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment. It also governs the working relationships of close relatives, which includes husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

PROCEDURES

- (a) During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- (b) During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable



position.

- (c) Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not.
- (d) Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to Kairos' disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- (e) Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. You don't need to tell the CEO if you go on a few dates with a co-worker or become involved for fewer than two months. If your relationship lasts longer than two months, please inform the CEO. Kairos needs to be aware of these relationships so it can better handle gossip or conflicts of interest.
- (f) Any supervisor, manager, executive or other company official in a sensitive or influential position with Kairos must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor, the CEO, or the Board Governance Committee. Kairos will review the circumstances to determine whether any conflict of interest exists.
- (g) When a conflict-of-interest or potential risk is identified due to the relationship between two co-workers (either familial or romantic), Kairos will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. Duties may be delegated to the Board Governance Committee, if deemed appropriate and necessary to remove conflicts, without requiring action or involvement from the full Board. In some cases, one or both parties may be transferred to other positions or departments. Both parties must acknowledge that relationship is consensual and not quid pro quo. Further, both parties will acknowledge that steps have been taken that eliminate influence on hiring, salary, job duties, performance evaluation, or promotion. Both parties agree to notify Kairos if the relationship ends, and agree that the steps in place to eliminate the conflict will persist.
- (h) Failure to cooperate with Kairos to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.



- (i) The provisions of this policy apply regardless of the sexual orientation of the parties involved.
- (j) Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
- (k) Any concerns about the administration of this policy should be addressed to the CEO or Board Governance Committee.



Judicial, Military Duty, and Religious Leave Policy

SECTION 1. Purpose of Policy

The purpose of the policy of the Board of Kairos Academies is to outline employee's rights regarding leave for judicial, military, and religious reasons.

SECTION 2. Types of Leave

SECTION 2.1. Jury Duty or Judicial Proceeding

All Kairos Academies 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 their absence. Employees who qualify for this leave may retain juror compensation.

SECTION 2.2. Military Duty

All Kairos Academies 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. Religious Holidays

Leave for religious holidays may be granted to 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 Chief Executive Officer or their designee.

SECTION 3. Notice

Employees shall provide in writing the Chief Operating Officer 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.



At-Will Employment Policy

SECTION 1. Employment Status

SECTION 1.1. At-Will Employees

Employees of Kairos Academies are considered at-will employees.

SECTION 1.2. Employment Agreement

Employees shall execute an at-will Employment Agreement demonstrating understanding of the conditions and expectations of employment at Kairos Academies.

SECTION 1.3. Termination According to the Fair Dismissal Act

Kairos Academies shall follow all requirements of the Fair Dismissal Act should termination be necessary.



Hiring and Recruitment Policy

SECTION 1. Authority to Hire

The Governing Board shall approve through formal resolution or through an approved budget a salary sum for the Chief Executive Officer to use for employment.

SECTION 2. Recruitment

SECTION 2.1. Internal Candidates in Lieu of External Hire

Kairos Academies leaders or Governing Board may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

SECTION 2.2. Contracting Non-Curricular Staff

Kairos Academies is focused exclusively on hiring and retaining the best teachers, our unique value add. As a strategic move to continue prioritizing our area of competency, Kairos will only employ teachers whose primary responsibilities comprise directly teaching core curriculum. Kairos will contract out for all other positions.

SECTION 3. Qualifications

SECTION 3.1. Highly-Qualified Candidates

Kairos Academies shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. Kairos Academies will identify criteria to identify highly-qualified candidates, who are aligned to Kairos Academies' mission and will provide the best educational opportunities possible for Kairos Academies' students.



Personnel Evaluations Policy

SECTION 1. Staff Observations and Evaluations

SECTION 1.1.

The Chief Executive Officer shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.2.

Each staff member shall be evaluated by the Chief Executive Officer or their designee on at least an annual basis.

SECTION 1.3. Provision of Copies of Evaluations

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

SECTION 1.3.1. Opportunity to Accept or Dissent

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. Option to Appeal to the Board

If an employee dissents, they may elect to bring their grievance to the Chief Executive Officer and, after that, to the Governing Board for evaluation. The decision of the Governing Board or its designated committee is considered final.



Staff Complaints and Grievances Policy

SECTION 1. Intent of the Policy

SECTION 1.1. Overview of Policy

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. Coverage of Discrimination

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

Complaint—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.

Employee—any person hired by the Board to perform services either full or part-time.

Full time— a minimum of thirty hours per standard work week.

Part time— fewer than thirty hours per standard work week.

Days—working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.

School Leader—Chief Executive Officer, or their designee

Parties in Interest—any persons involved in the processing and investigation of the complaint.

Complaint File—a file maintained by the Chief Operating Officer containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.



Notification—delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified

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

SECTION 3.1. Applicability

This complaint and grievance procedure is applicable to any claim by any employee or applicant of Kairos Academies 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 which the school is required to comply.

SECTION 3.2. Process for Making a Complaint

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.

SECTION 3.3. Right to Present Case

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 3.4. Notification of Meeting

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 3.5. Use of an Attorney

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 3.6. Recording of Proceedings and Associated Costs

At each level, an accurate record of the proceeding must be kept 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 3.7. Time Frame



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 3.8. Regulations Around Decisions

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 Chief Operating Officer within twenty (20) business days of the hearing.

SECTION 4. Right to an Appeal

SECTION 4.1. Filing an Appeal

If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Chief Operating Officer within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Chief Operating Officer will notify the school leader or designee that a timely appeal has been received.

SECTION 4.2. Right to Petition the Board

The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of their 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 4.3. Overview of Board Involvement

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 5. Strict Adherence to Time Limits



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 6. 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 7. 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.



Personal Leave Policy

SECTION 1. Personal Time Off (PTO)

SECTION 1.1. Amount of Personal Time Off

Full-time employees (twenty or more hours per week) of the school shall be eligible for up to 7 PTO days per fiscal year. Additional PTO days may be granted in extreme situations, according to the Chief Executive Officer's discretion.

SECTION 1.2. Roll Over for PTOs

All PTO days are granted at the start of the year. Unused PTO days are forfeited at the end of the school calendar year and do not roll over.

SECTION 1.3. Non-Approved Absences and Absence After the Exhaustion of PTOs

Days absent after PTO has been exhausted shall be deducted at their daily rate of pay for each day's absence not covered by leave or unapproved.

SECTION 2. Vacation

SECTION 4.1 Weeks of Vacation, Aligned to School Calendar

All Kairos employees are granted vacation at predetermined times. Weeks of vacation align with Kairos Academies' academic cycles, the exact dates for which are determined in the annual board-approved school calendar,

SECTION 4.2. Additional Vacation Time

No additional vacation time, unaligned to Kairos Academies' school calendar, will be granted.

SECTION 3. Holidays

Holidays for Kairos Academies' employees will consist of most federal holidays, updated in the annual calendar approved by the Board of Directors.



Mandatory Reporting of Child Abuse Policy

School employees who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person (whether a parent, a school employee or a third party) shall report such belief to their supervisor. In addition, school employees 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.

1. **Communicable disease**—a disease that can be directly or indirectly transmitted from one person to another.
2. **HIV infection**—an infection in which the human immunodeficiency virus is present.

SECTION 3. Protections

SECTION 3.1. Right to Access or Employment

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. Right to Remain in School

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 Chief Executive Officer it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

Kairos Academies will develop procedures 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 5.2. Consultation with Public Health Official or Medical Professional

Once the student's or employee's medical condition has been determined, Kairos Academies 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 5.3. Right to Remove Infected Student or Employee

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 Chief Executive Office is authorized to remove the infected student or employee from Kairos Academies 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. Permanent Removal

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.



Employee Information Sharing Policy

SECTION 1. Permissions

The CEO or their designee shall be permitted to respond to requests for information from public schools about former employees.

SECTION 2. Information Sharing

SECTION 2.1.

Kairos Academies shall provide information about a former employee to another public school upon request.

SECTION 2.2.

Kairos Academies shall share the following information: information regarding any violation of the published regulations of the Governing Board of the School by the former employee if such violated related to sexual misconduct with a student and was determined to be an actual violation by the Governing Board after a contested case due process hearing conducted pursuant to board policy; the results of a children's division investigation if the investigation involved allegations of sexual misconduct with a student and the children's division reached a finding of substantiated.

SECTION 3. Notice

All current and potential employees shall be given notice of this policy upon its adoptions.

