

SECTION 3: HUMAN RESOURCES

Background Checks and Fingerprinting

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

1. Any employee, member of the Board, volunteer, or individual otherwise authorized to have contact with students and prior to any individual having contact with students shall complete a criminal background check and a check of the family care safety registry.
2. In order to facilitate the criminal background, check and check of the family care safety registry, any employee, member of the Board, volunteer, or individual otherwise authorized to have contact with students and prior to any individual having contact with students shall complete a state and national fingerprint based criminal background check.
3. Prior to fingerprints being captured, the employee or volunteer must be provided a copy of the “Noncriminal Justice Applicant’s Privacy Rights” and the FBI’s “Privacy Act Statement.” When registering for fingerprinting through the MACHS portal, this information is provided and acknowledged during the registration process.
4. The School will ensure the information received is protected from receipt until destruction and will establish appropriate technical and physical precautions to secure such information.
5. If a security violation occurs with information provided by the fingerprint background check, whether malicious in intent or not, the violation will be reported to Gordon Parks Elementary School’s Local Agency Security Officer (LASO). The LASO will complete a MSHP SHP-71 Security Incident Report form and forward the completed form to the MSHP Criminal Justice Information Services (CJIS) Security Unit.
6. The School designates the following individuals to act as the LASO: [choose individuals]
7. To comply with Appendix J of the FBI CJIS Security Policy, basic security awareness training is required for all personnel who have access to Criminal Justice Information (CJI) within six months of initial assignment, and biennially thereafter. The School completes security awareness training via [hard copy, CJIS Online, etc.] and proof of completed and current security awareness training will be retained indefinitely for all personnel with access to information provided from the fingerprint background checks.
8. Only authorized personnel of the School may access, view, or otherwise use information provided from the fingerprint background check and check of the family care safety registry and shall not share such information from any individual not authorized to access, view, or otherwise use the information. If such information is printed on a hard copy format, authorized personnel will ensure the information is stored in a secured

environment and is not accessible by unauthorized personnel. The security combination and/or keys to the locks shall only be accessible by authorized personnel. If such information is stored in an electronic format, the electronic media will be treated the same as hard copy information and will be stored in a secure environment that is not accessible by unauthorized personnel. If the electronic media cannot be stored in a secure environment, such as being stored on a PC's local HDD or SSD, the electronic information must be password-protected or otherwise encrypted.

9. When hard copy information or information stored on optical media discs is no longer required, it must be destroyed in one of the following manners:
 - a. In-House Cross Shredder
 - b. Incineration
 - c. Contracted Document Destruction Company. If a contracted document destruction company is used, authorized personnel must accompany the CHRI to destruction.
10. When electronic copy information stored on HDDs, SSDs, or flash sticks is no longer required, the electronic media must be degaussed a minimum of three times.
11. The School will disseminate information to the applicant of record for personal review or challenge purposes only. The individual must make a request to view information in writing and the individual must appear in person, with identification, and sign a secondary dissemination log. Secondary dissemination logs will include, at a minimum: the date of secondary dissemination, the name of the subject of the record, the name of the person or agency requesting the record, a description of the shared record, the purpose of the request, how the dissemination occurred, and the name of the disseminator. The secondary dissemination log will be retained for at least 3 years or until a compliance audit can be conducted by the MSHP.
12. The School will ensure all MACHS portal access is current. Any user that no longer needs access will be removed immediately by the Agency LASO or the MACHS Administrator.
13. The School LASO will contact the Missouri State Highway Patrol, CJIS Division, Trainer/auditor for assistance with Administrator rights to the MACHS portal.
14. The School will ensure that Rap Back subscriptions are kept up-to-date and removed when the individual is no longer working or volunteering for the agency. Rap Back subscriptions and validations will be conducted by the MACHS administrator of the agency

Communicable Diseases Policy

SECTION 1. Purpose of Policy

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

SECTION 2. Definitions.

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

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

SECTION 3. Protections

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

SECTION 3.2. A student or employee who is infected with a communicable disease will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Governing Board after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the (School leader or other title) it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

SECTION 4.1. Each year, the (School leader or other title) shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

SECTION 4.1.1. Education and policy review shall include procedures to reduce the risk of transmitting HIV infection as well as other communicable diseases, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.

SECTION 5. Identification of Potential Risks

SECTION 5.1. Whether or not an infected individual presents a significant risk of contagion shall be determined based upon reasonable medical judgment given the state of medical knowledge about:

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

SECTION 5.1. Once the student's or employee's medical condition has been determined, the (School leader or other title) shall consult with the student's or employee's physician, a public health official knowledgeable about the disease and/or a physician employed by the Governing Board at the option of the Board in order to determine whether reasonable accommodations will allow the student to perform in the classroom or other educational setting or the employee to meet the essential functions of his or her job.

SECTION 5.2. If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Governing Board programs or to be employed by the Board.

SECTION 5.3. In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a contagious disease, the (School leader or other title) is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

SECTION 5.4. The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

SECTION 6. Privacy Rights

SECTION 6.1. Neither the Board nor its employees shall disclose medical information about a student or employee with HIV infection or other communicable disease without the consent of the employee or the student or his or her parent or guardian, whichever is applicable, or only as required by law or court order.

Drug Free Workplace Policy

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

This policy will summarize the provisions of ensuring a drug free workplace.

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

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees who display physical manifestations of drug or alcohol use while on duty, may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

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

The School will institute a drug-free awareness program to inform employees of:

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

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

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

Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements. Upon the request of the Department of Elementary and Secondary Education or an

agency of the United States, the School shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The School shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

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

Employee Dress Code Policy

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

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

SECTION 1. Purpose of Employee Dress Code

SECTION 1.1. The purpose of establishing an employee dress code is to provide an example of appropriate attire that:

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

SECTION 1.2. All staff shall dress in a manner and style in accordance with administrative regulations described in the Personnel Handbook.

SECTION 2. Dress Code

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

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

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

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

Shorts (except for physical education) ¹

Jeans, including overalls, of any color (acceptable only for special projects or activities or related to specific job assignments)

Hats/head wraps

Immodest dress such as dress which is too short (more than three inches above the knees) or tight or otherwise revealing

Oversized tee shirts and undershirts

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

SECTION 2.4. The GSA Governing Board recognizes that there are occasions when individuals may need to wear specific garb due to medical reasons or as part of a bona fide personal religious practice. When such is the case, the employee shall provide documentation to the School leader of the medical necessity or the bona fide personal religious practice that gives rise to the need for deviation from the policy.

SECTION 2.5. In addition, some job functions necessitate attire that may otherwise be considered “inappropriate” (i.e., Physical Education teachers may wear exercise attire). Discretion of these instances is by the School Leader.

¹ HR, App. O.

Employee Information Sharing

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

Section 1. The School Leader or his/her designee shall be permitted to respond to requests for information from public schools about former employees.

Section 2. Information Sharing

Section 2.1. The School shall provide information about a former employee to another public school upon request.

Section 2.2. The School 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. All current and potential employees shall be given notice of this policy upon its adoptions.

Employment Status: Contracted Employment Policy

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

This policy will summarize the provisions of contracted employees.

SECTION 1. Employment Status.

SECTION 1.1. Employees of GSA are considered contracted employees.

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

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

Equal Employment Opportunity Policy

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

This policy will summarize the provisions of Equal Employment Opportunity.

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

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

SECTION 1. Equal Opportunity Employment

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

The (charter school) Board shall comply with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. The (charter school) Board shall also provide reasonable accommodations for qualified individuals in accordance with these laws. The Board shall ensure that that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and during active employment with (charter school).

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

Family and Medical Leave Act

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

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

SECTION 1. Eligible Employees

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

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

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

SECTION 2. Definitions

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

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

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

"Qualifying exigency" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider and has been duly documented by a health care provider.

"Son or daughter" means a biological, adopted or foster child, a step-child, a legal ward or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a documented mental or physical disability.

"Spouse" means a husband or wife.

SECTION 3. Amount and Type of Leave Taken

SECTION 3.1. Except as provided below, an employee may take a total of twelve (12) weeks during any twelve-month period. The twelve-month period shall be measured backward from the date the employee begins using any FMLA leave. In the event of the birth, adoption or foster placement of a son or daughter, all leave must be completed within twelve (12) months after the birth, adoption or foster placement.

SECTION 3.2. If both spouses work for the Board and both are eligible for FMLA leave, they are authorized to take only a combined total of twelve (12) weeks during any one twelve-month period to care for a newborn or adopted child, a child placed with the employee for foster care, or a parent with a serious health condition for twelve (12) weeks.

SECTION 3.3. Employees seeking to take Family and Medical Leave to care for a newborn or adopted child, a child placed with the employee for foster care, a parent, spouse, or child with a serious health condition, or because of their own serious health condition, must first exhaust any personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave for their Family and Medical Leave.

SECTION 3.4. Intermittent or Reduced Leave

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

SECTION 3.5. Notification of Leave

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

SECTION 3.6. Benefits and Return to Work

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

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

With the exception of paid vacation, personal, medical or sick leave required to be exhausted prior to taking unpaid leave under Section 3.3 above, the employee's absence during leave will not alter benefits which the employee accrued before taking leave.

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

SECTION 3.7. Required Certification and Reporting

The Board requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee on a form to be provided by the Board.

This certification must include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. If the purpose of the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
4. If the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his or her job functions. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board.

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

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

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

SECTION 3.8. Special Provisions

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

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

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.

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 next of kin of the covered servicemember.

Exhibit 1

FMLA Description Of Serious Health Condition²

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

1. **Hospital Care**
Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment ³ in connection with or consequent to such inpatient care.
2. **Absence Plus Treatment**
A period of incapacity of more than three full consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - a) Treatment two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 - b) Treatment by a health care provider on at least one occasion which results in a regiment of continuing treatment⁴ under the supervision of a health care provider.

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

3. **Pregnancy**
Any period of incapacity due to pregnancy, or for prenatal care.
4. **Chronic Conditions Requiring Treatments**
A chronic condition which:
 - a) Requires periodic visits (at least twice a year) for treatment by a healthcare provider, or by a nurse or physician’s assistant under direct supervision of a

² Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

³ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴ A regiment of continuing treatment includes, for example, a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to restore or alleviate the health condition. A regiment of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

- healthcare provider;
- b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- c) May cause episodic rather than continuing period of incapacity⁵ (e.g., asthma, diabetes, epilepsy).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity⁴ which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a healthcare provider, either from restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity⁴ of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), or kidney disease (dialysis).

⁵ "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Exhibit 2:

FMLA Description of Qualifying Exigency

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

1. **Short-Notice Deployment**
Any issue that arises from the fact that a covered military member is notified of an impending call or order to covered active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.
2. **Military Events and Related Activities**
Leave to attend any official ceremony, program or event sponsored by the military that is related to active duty or call to covered active duty status of a covered military member; or leave to attend family support or assistance programs and informal briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to covered active duty status of a covered military member.
3. **Childcare and School Activities**
When necessary due to circumstances arising from the active duty or call to covered active duty status of a covered military member – leave to arrange for alternative childcare; to enroll in or transfer the military service member's child to a new school or daycare; or to attend meetings with staff at a school or daycare facility concerning the covered member's child.
4. **Financial and Legal Arrangements**
To make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing powers of attorney, transferring bank account signature authority, or preparing a living will or trust.
5. **Counseling**
To attend counseling provided by someone other than a health care provider for oneself, for the covered military member. Or for the child of the covered military service member provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.
6. **Rest and Recuperation**
To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.
7. **Post-Deployment Activities**
To attend any official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status (i.e., arrival ceremonies or reintegration events); or to address issues that arise from the death of a covered military member while on active duty status.
8. **Additional Activities**
Other events that arise out of the covered military member's active duty or call to covered

active duty status provided the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

Exhibit 3:

Family and Medical Leave Act (FMLA) Request Form

To be completed by employee and returned to the [School Leader]

[School Name]

[School Address 1]

[School Address 2]

Employee Name

Job Title

Dated of Notification

Reason for Leave:

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

Type of Leave Requested:

- ☐ Continuous

- ☐ Intermittent: Please explain: _____
- ☐ Reduced Hours: Please explain: _____

Length of Request for Leave:

Date leave to start: _____

Date of anticipated return to work: _____

Other Pertinent Information:

Signature of Employee

Date

Signature of (School Leader or other job title)

Date

Exhibit 4:
Family and Medical Leave Act (FMLA)

Certification By Employee's Health Care Provider for Employee's Serious Illness

To be completed by employee's health care provider and returned to the [School Leader]

Employee's Name			
<p>Description of serious health condition (see attached description of "serious health condition" under FMLA.) Does the patient's condition qualify under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists.</p> <p> <input type="checkbox"/> Hospital Care <input type="checkbox"/> Absence Plus treatment <input type="checkbox"/> Pregnancy <input type="checkbox"/> Chronic Conditions Requiring Treatments <input type="checkbox"/> Permanent/Long-term Conditions Requiring Supervision <input type="checkbox"/> Multiple Treatments (Non-Chronic Conditions) </p>			
<p>Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):</p>			
Date Condition Commenced:			
Probable Duration of Condition:			
Probable Duration of Present Incapacity (if different):			
<p>Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee's serious health condition, including pregnancy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>If so, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:</p>			
Dates:			
Duration Per Episode:	Hour(s) or	Day(s):	
<p>Will the employee require leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):</p>			
Frequency;	Times Per	Week(s)	Months(s)
Duration Per Episode:	Hours(s)		Day(s)
<p>Is the employee able to perform the essential functions of employee's position? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:</p>			

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

Exhibit 5:

Family and Medical Leave Act (FMLA)

Certification by Employee's Health Care Provider for Employee's Family Member Serious Illness

To be completed by employee's health care provider and returned to the [School Leader]

Employee's Name			
Patient's Name			
Relationship to Employee		<input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child (under age 18 or if older and incapable of self care due to mental or physical disability)	
Description of serious health condition (see attached description of "serious health condition" under FMLA.) Does the patient's condition qualify under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists.			
<input type="checkbox"/> Hospital Care <input type="checkbox"/> Absence Plus treatment <input type="checkbox"/> Pregnancy <input type="checkbox"/> Chronic Conditions Requiring Treatments <input type="checkbox"/> Permanent/Long-term Conditions Requiring Supervision <input type="checkbox"/> Multiple Treatments (Non-Chronic Conditions)			
Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):			
Date Condition Commenced:			
Probable Duration of Condition:			
Probable Duration of Present Incapacity (if different):			
Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee's family member's serious health condition, including pregnancy? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If so, please, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:			
Dates:			
Duration Per Episode:	Hour(s) or	Day(s):	
Will the employee require leave on an intermittent or reduced schedule basis for the employee's family member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):			
Frequency;	Times Per	Week(s)	Months(s)
Duration Per Episode:		Hours(s)	Day(s)

<p>Is the employee able to perform the essential functions of employee's position?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:</p> 	
Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	

Exhibit 6:

Family and Medical Leave Act (FMLA)

Certification by Employee of Qualifying Exigency for Military Family Leave

To be completed by employee's health care provider and returned to the [School Leader]

Employee's Name:	
Name of Covered Military Member on Active Duty or Call to Active Duty Status:	
Relationship to Employee:	
Dates of Covered Military Member's Active Duty Service:	
Please check one of the following: <input type="checkbox"/> A copy of the covered military member's active duty orders is attached. <input type="checkbox"/> Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached. <input type="checkbox"/> I have previously provided my employer with sufficient documentation confirming the covered military member's active duty or call to covered active duty status in support of a contingency operation.	
Description of Qualifying Exigency (see attached description of a "qualifying exigency" under FMLA.) Does the need for leave qualify under any of the categories described? If so, please check the applicable category. <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Short Notice Deployment <input type="checkbox"/> Childcare and School Activities <input type="checkbox"/> Counseling <input type="checkbox"/> Post-Deployment Activities </div> <div style="width: 50%;"> <input type="checkbox"/> Military Events and Related Activities <input type="checkbox"/> Financial and Legal Arrangements <input type="checkbox"/> Rest and Recuperation <input type="checkbox"/> Additional Activities </div> </div>	
Please attach any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> Not Available	
Approximate date exigency commenced or will commence:	
Probable duration of exigency:	
Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, estimate the beginning and ending dates for the period of absence:	
Will you need to be absent from work periodically to address this qualifying exigency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimate the frequency and duration of each period of absence due to the qualifying exigency	

(e.g., 3x per month lasting 4 hours):			
Frequency;	Times Per	Week(s)	Months(s)
Duration Per Event:		Hours(s)	Day(s)
Leave to Meet with a Third Party. Please complete this section if leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations). This information may be used by your employer to verify that the information contained on this form is accurate.			
Name of the Individual or Entity with whom you are meeting:			Title:
Organization:			
Address:			
Telephone:		Fax:	
Email:			
Briefly describe the purpose of the meeting:			
I certify that the information I provided above is true and correct to the best of my knowledge:			
Signature of Employee:		Date:	

Exhibit 7:
Family and Medical Leave Act (FMLA)

Certification by Service Member's Health Care Provider for Caregiver Military Family Leave

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

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

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

Health Care Provider’s Name (please print):	
Health Care Provider’s Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	
Please check what type of provider you are:	<input type="checkbox"/> a DOD healthcare provider <input type="checkbox"/> A VA healthcare provider <input type="checkbox"/> a DOD TRICARE network authorized private healthcare provider <input type="checkbox"/> a DOD non-network TRICARE authorized healthcare provider
Medical Status	
Briefly state the medical facts regarding the Covered Service member’s health condition for which FMLA leave is requested:	
Does the injury or illness render the Covered Service Member medically unfit to perform the duties of his or her office, grade, rank, or rating? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Was the condition for which the Covered Service member is being treated incurred in the line of duty on active duty in the armed forces? ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Approximate date condition commenced:	
Probable duration of condition and/or need for care:	
Is the Covered Service member undergoing medical treatment, recuperation, or therapy? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please describe medical treatment, recuperation, or therapy:	
Covered Service Member’s Need for Care By Family Member	
Will the Covered Service Member need care for a single continuous period of time, including any time for treatment and recover? ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, estimate the beginning and ending dates for this period of time:	
Beginning:	
Ending:	

Will the Covered Service Member require periodic follow-up treatment appointments? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is there a medical necessity for the Covered Service Member to have periodic care for these follow-up treatment appointments? ? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is there a medical necessity for the Covered Service member to have periodic care other than for scheduled follow up treatment appointments (e.g., episodic flare-ups of medical condition)? This can include assisting in the Covered Service Member's recover. <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please estimate the frequency and duration of the periodic care (e.g., 2 times per month for 6 months lasting 3 days):			
Frequency;	Times Per	Week(s)	Months(s)
Duration Per Event:		Hours(s)	Day(s)

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

Harassment Policy

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

This policy will summarize the provisions related to unlawful harassment.

SECTION 1. Unlawful Harassment

SECTION 1.1. In accordance with applicable law, the Board of GSA prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age, or any other basis protected by federal, state or local law. GSA is committed to taking all reasonable steps to prevent harassment from occurring.

SECTION 1.2. Unlawful harassment because of sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age or any other protected characteristic includes, but is not limited to:

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

SECTION 1.3. Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's working ability or emotional well-being at work is considered a violation of this policy and will not be tolerated.

SECTION 2. Reporting

SECTION 2.1. The school reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to harassment. An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

SECTION 2.1.1. If any employee believes he/she has been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report as soon as possible to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

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

SECTION 2.1.3. If the Board of GSA determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

SECTION 3. Protection Against Retaliation

SECTION 3.1. Under federal law, retaliation against any employee by another employee or by the school for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the school or a federal or state enforcement agency is prohibited.

SECTION 3.1.1. Employees should report any retaliation to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority.

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

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

SECTION 4. Liability for Harassment

SECTION 4.1. Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

SECTION 5. Additional Enforcement Information

SECTION 5.1. Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) serves as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC at (insert contact info).

SECTION 1. Purpose of Policy

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

SECTION 2. Types of Leave

SECTION 2.1. All GSA employees shall be allowed a leave of absence without loss of pay and without deduction of any amounts otherwise received as compensation for service as an employee for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

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

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

SECTION 2.3. Leave for religious holidays may be granted to benefits eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and the School Administrator.

SECTION 3. Notice

SECTION 3.1. Employees shall provide in writing the (School leader or other title) with a minimum of (two weeks) notice, or in the case of judicial duty, as soon as practicable. Notification should include the reason for the request for leave, the date(s) if known, and a copy of any supporting documentation such as a jury summons.

Personal Leave Policy

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

This policy will summarize the leave policy for all personnel.

SECTION 1. Sick Leave

SECTION 1.1. Full-time employees (twenty or more hours per week) of the school shall be eligible for up to 40 hours sick leave. Employees paid on a part-time, seasonal, or temporary basis are not eligible for leave benefits.

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

SECTION 1.3. Should an employee not complete a contract, all sick leave days used but unearned will be deducted from the last salary payment. An employee who is absent due to sick leave after tendering resignation will have a resignation effective date as of the last day actively at work unless a physician's statement of disability is provided.

SECTION 1.4. Upon the approval of the School leader, an employee may utilize sick leave for the following reasons:

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

SECTION 1.5. Employees absent for other than approved reasons, or absent after sick leave has been exhausted, shall be deducted at their daily rate of pay for each day's absence not covered by leave or unapproved.

SECTION 1.6. When an employee terminates employment with GSA and immediately retires, he/she will be compensated for unused sick leave.

SECTION 2. Personal Leave

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

SECTION 2.2. No grant of approval for an absence permitted under this policy section shall be conditioned upon disclosure of the specific purpose for which such absence is sought, nor shall any such grant of approval be withheld or denied because of the failure or refusal of the employee to disclose the specific purpose for which an absence is sought, provided that the employee may be requested to state whether the absence is sought under the category of "personal" or "professional" absence.

Personnel Evaluations Policy

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

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

SECTION 1. Staff Observations and Evaluations

SECTION 1.1. Each certified staff member shall be formally observed and evaluated by the School leader on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

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

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

SECTION 1.3.1. The Employee shall have the right to acknowledge acceptance of the evaluation or to dissent and provide written commentary related to the dissent; however, the document, regardless of acknowledgment or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

SECTION 1.3.2. Employees may elect to follow the school's grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.

Professional Personnel Hiring and Recruitment Policy

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

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

SECTION 1. Authority to Hire

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

SECTION 2. Recruitment.

SECTION 2.1. All public announcements for positions and vacancies shall assure applicants of nondiscrimination on the basis of race, color, national origin, sex, age, religion, or handicap. Public announcements shall include only the following information: title of the position, full or part time status, salary range, job description, certification requirements, and start date.

SECTION 2.2. All job announcements for all certificated positions shall be published on the school's website and sent to appropriate third parties, including colleges, universities, The Missouri Charter Public School Association, and other agencies or employment organizations.

SECTION 2.3. Public notice shall be provided for no less than two weeks prior to hiring of a position.

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

SECTION 3. Qualifications

SECTION 3.1. The GSA shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. The GSA will give strong consideration to the following qualifications:

1. **(When applicable)** Demonstrated global awareness as evidenced by international travel or study abroad, or ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences;
2. Advanced degrees;
3. High academic achievement;
4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds the (Charter School) serves;
8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;

10. Demonstrated effective management and instructional practices; Professionalism in demeanor and appearance;
11. National Board Certification;
12. Missouri Professional Certification or eligibility for such; and
13. Willingness to work with athletics and extra-curricular activities.

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

Staff Complaints and Grievances Policy

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

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

SECTION 1. Intent of the Policy

SECTION 1.1. The purpose of this policy is to provide a mechanism for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.

SECTION 1.2. This policy also addresses employees or applicants who allege discrimination or harassment on the basis of age, gender, race, color, religion, national origin, disability, or any other basis expressly prohibited by law.

SECTION 2. Definitions

SECTION 2.1. Complaint - A complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.

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

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

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

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

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

SECTION 2.7. Board - The Governing Board of GSA.

SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

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

SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of GSA who is affected in his or her employment relationship by an alleged violation,

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

SECTION 3.2 The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by the charter school's office via certified mail at the following address: 6576 Smiley Ave., St. Louis, MO 63109

SECTION 4.2. The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

SECTION 4.3. The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

SECTION 4.4. The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

SECTION 4.5. At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.

SECTION 4.6 The overall time frame from the initiation of the complaint until rendition of the decision by the Governing Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

SECTION 4.7. Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be sent to the complainant by certified mail or hand delivered by a person designated by the (School leader or other title) within five (5) business days of the hearing.

SECTION 4.8. The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the School leader either by (1) being hand delivered or (2) being

deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

SECTION 4.9. If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Governing Board within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal.

SECTION 4.10 The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Governing Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the School Leader or the complainant.

SECTION 4.11. The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the School Leader presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing. A committee of the board will conduct the appeal proceeding within fifteen (15) working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

SECTION 4.12. The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

SECTION 5. Prohibited Reprisal Provision

SECTION 5.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant as a result of participation in the complaint process.

SECTION 6. Collection o Information

SECTION 6.1. Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.

Victims' Economic Security and Safety Act

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

In accordance with the Missouri Victims' Economic Security and Safety Act (VESSA), __GSA __ (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

[For employers with at least 50 employees] Eligible employees may take up to two workweeks 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 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.

[For employers with 20-49 employees] 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 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 __GSA __ (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 supply [PERSON/POSITION] with 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, __GSA __ (school) may require the following supplemental information:

1. 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.
2. A police report or court record.
3. Other corroborating evidence.

This information must be provided to [PERSON/POSITION] within a reasonable time after it is required by __GSA __ (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 __GSA __ (school). Employees seeking a reasonable safety accommodation may be required by __GSA __ (school) 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 [PERSON/POSITION].

For further information or details about any of the terms of this Domestic and Sexual Violence Leave Policy, please contact [PERSON/POSITION].