



# Employee COVID-19 Supplement 2020-2021

Regional Office:

4324 McGee St.  
KC, MO 64111

Primary Grades Campus:

3435 Broadway Blvd.  
KC, MO 64111

Middle School Campus:

201 E. Armour Blvd.  
KC, MO 64111

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

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## PTO Modifications

### PTO – Extended COVID-PTO

Between August 6, 2020 – December 31, 2020 (and extended on a school-wide basis at the discretion of the Executive Director), all employees are eligible for “Extended COVID-PTO.”

If an employee:

- Is unable to perform job duties and must otherwise take PTO,
- Receives – and provides a copy of – a positive test result for COVID-19

The employee will receive PTO separate from and in addition to regularly accruing PTO for the length of the illness. CWCKC reserves the right to ask for a doctor’s note to validate continuing symptoms and the inability to perform job duties.

### PTO – Virtual Learning

During a Virtual Learning environment (whether all-school, grade- or class-specific, or on an individual job role) PTO still regularly accrues and is available to be used. Additionally, it is expected that if any employee is not able to fulfill their normal daily duties in a virtual environment, they communicate with their supervisor and use PTO.

#### **Eligibility – Quarantine/COVID**

During Virtual Learning, if an employee has been directed to quarantine due to possible exposure, that is **not** an eligible reason for PTO as all job duties can still be done remotely.

During Virtual Learning, if an employee is experiencing COVID symptoms and is otherwise eligible for the extended COVID-PTO, the extended COVID-PTO can still apply if symptoms are bad enough to necessitate PTO usage. CWCKC reserves the right to ask for a doctor’s note to validate the inability to perform job duties.

#### **Process**

During Virtual Learning, each employee must do two steps:

1. Communicate with their supervisor through the agreed upon channels (email, text, phone call) and receive acknowledgement.
2. Submit a request through the regular ReadySub process **specifically noting in the system that a Substitute is Not Required**. A supervisor can override this No-Substitute request if in fact, a substitute is needed.
3. Advanced notice expectations and Blackout Dates still apply.

## Coverage

Each Dean will work with their academic team to provide a plan for both:

- 1-day coverages
- Multiple days out coverages.

In most instances, CWC Kansas City will cover Virtual Learning absences internally and employees will be expected to cover each other, at the direction of division supervisors. Therefore, this coverage plan can include Deans, credentialed faculty, and non-credentialed faculty (Teaching Associates, ParaProfessionals, etc.).

Differential stipends will apply at a rate of \$25/hour for **live** instructional or meeting time with students.

Each Dean will be responsible for communicating the coverage stipends to the Director of Operations.

## Employment Opt-Out

Though the school year is beginning in a remote setting it is an expectation that CWCKC will return to in-person learning at some point this year, in alignment with the health benchmarks already established for re-opening. However, due to uncertainty generated by COVID-19, CWCKC will offer a one-time option for some staff to voluntarily resign their position without financial penalty and with continued health insurance coverage through the end of this school year (July 2021).

### Eligible Staff

- Classroom Teachers (K-5)
- Math/ELA/Courses Teachers (6-7)
- Kindergarten Teaching Associates
- Instructional Specialists
- Specials Teachers
- Special Education Teachers
- Special Education ParaProfessionals
- Behavior Support Staff

### Program Overview

- Eligible staff can exercise the option to voluntarily resign for the 2020-2021 school year.
- The default effective date is August 28, 2020, although eligible staff and their supervisor may extend that date at CWCKC's discretion.
- This resignation is without pay, other than salary earned through each participant's final day of employment.
- Eligible staff may keep their health insurance coverage by moving to COBRA at CWCKC's 100% expense through the conclusion of the academic year (July 31, 2021). Dental, vision, STD, LTD, and Life would not extend past the resignation date.
- Retirement contributions both toward KCPSRS and the supplemental 403(b) would not be allowed to continue past the resignation effective date; eligible staff would need to confirm continued tenure with KCPSRS in accordance with their policies.
- The 2020-2021 school year would not be considered a "year of experience" with CWCKC for salary and tenure levels.
- Staff exercising this option would give up all access to the building, email, network drives, and technology devices and would be expected to both 1) return all CWCKC property and 2) remove all personal property from the school within 5 calendar days of the resignation effective date.
- Staff exercising this option would have their PTO "paused," pending re-hire for 2021-2022 (no further accrual, rollover to SY2021 per handbook policies, no payout).

## Exercising the Option

- This opportunity will take effect beginning on August 21, 2021. Staff must notify the Director of Operations in writing via email of their intention to take advantage of this program no later than 5PM on Friday, August 28th.
- On February 1, 2021, the Director of Operations will send an email to each resigned staff member who exercised this option informing them of the open positions with a response needed by February 15th if interested in any position. Please note – the only guarantee is a priority re-employment interview, not a guaranteed position.
- After that date, the resigned staff member would need to re-apply via normal application channels (TalentEd portal) and would not be guaranteed a priority interview.

## Declining the Option

- If the Director of Operations does not receive notice by 5pm on August 28<sup>th</sup>, any eligible staff member will be considered to have declined the option.
- At the direction of the Board and school leadership, it is expected that all staff that do not exercise this early resignation option will report to in-person teaching or work as required by the specific CWCKC reopening phase.
- Any resignations after 5pm on August 28<sup>th</sup> will incur the penalties as outlined in the CWCKC employment agreement.

## Virtual Instruction

CWCKC plans to offer a Virtual Instruction option for any family interested for the 2020-2021 school year. CWCKC will staff the Virtual Instruction option according to family/student need, as dictated at the point the school is able to return to in-person learning. A 100% virtual instruction position is not a guarantee; the school will attempt to accommodate staff based on need, but even that accommodation might not mean that a staff member can remain 100% remote/virtual.

## Appendix C, Telework Policy

### Purpose

Approved telework is provided to assure the goals and mission of CWCKC are accomplished in a productive, thoughtful, and economical manner. Teleworking can increase employee productivity when there is a beneficial match between the needs of CWCKC and the employee.

### Definitions

- a. **Approved alternate location** is a work location approved by CWCKC that is not the employee's designated office or residence.
- b. An **approved telework position** is an existing position that has been approved for teleworking by [school administrator]. The duties and responsibilities of eligible positions shall be suitable for telework. Individual telework schedules must fit the needs of CWCKC and employees.
- c. **Designated office** is the employee's usual and customary CWCKC work address.
- d. A **home-based office** is an area in is an employee's residence used for work during teleworking hours.
- e. **Teleworking or telecommuting**, is the practice of working from a remote work location such as a home-based office or an approved alternate location.
- f. **Teleworking schedule** is a flexible deployment of staff to meet CWCKC and employee needs. Telework may occur on either a regular schedule or episodic schedule. Teleworking may be less than full-time, supplemented by working at the designated office.

### Procedures

- a. Telework Overview
  - i. Teleworking at CWCKC is a school leadership option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that school leadership uses whenever there is agreement between the employee and the appropriate administrator that telework is most appropriate for the situation and circumstances.
  - ii. This is a voluntary program both for CWCKC and the employee, and the arrangement can be terminated by either party.
  - iii. By signing the Employee Handbook Acknowledgement Form, the employee acknowledges receipt of these guidelines.
  - iv. In the event of a mandatory school shutdown, it is a school leadership option to allow employees to telework. In that circumstance, any employee who teleworks is still subject to this policy.

- b. Employee Duties and Responsibilities
  - i. All applicable federal, state, and local laws, and CWCKC policies apply to teleworkers.
- c. Training
  - i. Teleworkers will participate in specialized telework training, including strategies, expectations, commitment, and logistics, as directed by CWCKC leadership.
  - ii. In the event of an emergency school shutdown, school leadership may waive any and all training requirements.
- d. User Responsibilities for Computer Systems and Network Security
  - i. CWCKC retains ownership of all equipment provided for telework. When CWCKC equipment is used at a remote work location, the employee is financially responsible for that equipment if it is lost, stolen, or damaged because of that employee's negligence, misuse, or abuse. The use of any personal equipment by the employee for purposes of telework is done solely at the employee's risk.
  - ii. Teleworkers must protect information and resources against theft, unauthorized access, tampering, and loss.
  - iii. Teleworkers must comply with any and all school policies relating to computer and network use.

## Telework Agreement

### 1. Introduction

1. This Agreement establishes the respective obligations of the parties under the CWCKC telework program. The employee has been authorized to telework at a location other than their designated office, such location being described in this Agreement.
2. This Agreement is neither an employment contract nor a guarantee of employment. The unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement.
3. Both parties will abide by CWCKC policies and any changes thereto.
4. Teleworking at CWCKC is a school leadership option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that school leadership uses whenever there is agreement between the employee and the appropriate administrator that telework is most appropriate for the situation and circumstances. The teleworking arrangement can be terminated by school leadership at any time.



## **2. Work Location**

1. The terms "remote work location" or "remote workplace" shall mean the employee's home-based office or approved alternate location. "Offsite" is a general term to describe any work location other than the designated office, which shall mean the employee's usual and customary CWCKC work address.
2. The employee agrees that CWCKC may make on-site visits to the remote workplace during the employee's work hours. Any visits shall be made at a mutually-agreeable time for the purpose of picking up or delivering work, equipment, materials, evaluating the telework arrangement, or checking or maintaining CWCKC owned equipment.

## **3. Supplies and Equipment**

1. All CWCKC policies and procedures relating to supplies and equipment applicable to employees who work at their designated office, apply to employees who telework.
2. The costs associated with internet and telephone service will be the sole responsibility of the employee. Further, the employee understands that CWCKC is not responsible for the operation or troubleshooting of remote networking environments.
3. Equipment, software, and supplies provided by CWCKC for use at the remote workplace shall be limited to use by authorized persons for purposes related to official CWCKC business, including professional development training and tasks sponsored by CWCKC.
4. Employee agrees that all CWCKC-owned data, software, equipment, facilities, and supplies will be properly protected and secured. CWCKC-owned data, software, equipment, and supplies shall not be used to create employee-owned software or personal data. CWCKC software shall not be duplicated. Products and programs developed while telecommuting for CWCKC shall become the property of CWCKC.
5. In the event of CWCKC-owned equipment failure or malfunction, the employee shall immediately notify CWCKC so that the equipment may be repaired or replaced, as necessary. In the event of delay in repair or replacement, or any other circumstances under which it would be impossible or impractical for the employee to telework, the employee will be assigned other work and/or assigned to another work location, at the sole discretion of CWCKC.
6. Upon separation of employment, CWCKC equipment will be returned to the CWCKC IT Department within five (5) business days, or within a timeframe previously arranged and agreed upon by the Director of Operations and the IT Department. In the event that legal action is required to regain possession of property owned by CWCKC the employee shall pay all costs incurred by CWCKC, including attorney's fees, should CWCKC prevail.

#### **4. Work Hours and Compensation**

1. Each employee's direct supervisor shall validate the employee's time and work accomplished at the remote workplace.
2. Schedule changes may be made at the supervisor's discretion. In every case, the operational needs of CWCKC shall take precedence over telework arrangements.
3. Work hours and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. The employee's salary, retirement, and benefits remain unchanged.

#### **5. Safety and Liability**

1. The employee and CWCKC liability and obligations shall be governed by all applicable federal, state, and local laws and regulations.
2. CWCKC does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of CWCKC equipment and shall be liable for any damage or loss caused by the employee's intentional wrongful or negligent act. The employee is not required to insure CWCKC-owned property; however, any loss of CWCKC property that is paid by the employee's homeowner's or renter's insurance policy will be reimbursed to CWCKC.
3. The employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition—free from hazards and other dangers to the employee and equipment.
4. The employee shall maintain the same environment in the remote workspace as they would at the designated office. Employees are subject to the same CWCKC policies, regulations, and procedures regardless of work location.
5. Furniture, lighting, environmental protection, and household safety equipment incidental to use to CWCKC equipment, software, and supplies shall be appropriate for its intended use and shall be used and maintained in a safe condition, free from defects and hazards.
6. The employee shall notify the Director of Operations immediately in case of injury that occurs while conducting CWCKC business in the remote work location designated in this document.

#### **6. Employee Duties and Obligations**

1. The employee shall adhere to the agreed upon alternate work arrangement details specified in the Work Assignment and Conditions Addendum.
2. The employee shall be held responsible for official documents and shall be subject to disciplinary action for any loss of these documents that is attributable to the employee's actions or negligence.
3. The employee shall be held responsible to ensure all documents, such as requisitions, payroll-related forms, reimbursement requests, etc., are

- processed in a timely manner and not hindered by the employee's location away from CWCKC.
4. The employee agrees to come to their designated office for meetings on offsite work days with a minimum of twenty-four (24) hours advance notice by school leadership.
  5. The employee agrees to obtain from the designated office all supplies needed for work at the remote workplace. Out-of-pocket expenses for supplies will be reimbursed only upon prior approval by the employee's supervisor.
  6. The employee shall comply with all applicable laws, policies, regulations, and instructions regarding ethics, conflicts of interest and confidentiality.
  7. The employee shall participate in all required telework surveys, reports, or analysis relating to teleworking for CWCKC.
  8. The employee shall comply with all CWCKC rules, policies, regulations, procedures, instructions, telework policies, and this Agreement. The employee understands that violation of such may result in cancellation of this Agreement and/or disciplinary action, up to and including termination of employment.
  9. Employees must provide a contact phone number to both the school and to parents to ensure they are available for contacts during the hours outlined above. This number can either be a home/cell phone or a number using a third party voice system (Google Voice, etc) for privacy purposes.

## **7. Termination of Agreement**

1. This agreement shall remain in effect for as long as the school building remains closed to staff and students. The employee understands that school leadership and the CWCKC Board will direct when the teleworking agreement will cease.
2. Teleworking is a voluntary program. CWCKC reserves the right to terminate this Agreement at any time for any individual employee or as a program, and will provide written notice of terminations within ten (10) business days. In cases of termination for cause, this Agreement may be terminated without prior notice, according to CWCKC policies.
3. CWCKC will not be held responsible for costs, damages, or losses associated with the termination of this Agreement.
4. Upon termination of this Agreement by either party, the employee shall return to their designated office all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other CWCKC documents in the employee's possession or control at the alternate work location within five (5) days of termination.