



# Employee Handbook

## 2021-2022

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## **1. INTRODUCTION**

### **ABOUT THIS HANDBOOK**

Welcome to Brookside Charter School (the “School”). This Employee Handbook (“Handbook”) is designed to provide employees with information about working conditions, benefits, policies, rules, and procedures, as well as general guidelines for performance. Over time, circumstances may change; therefore, the School reserves the right to alter or amend these guidelines and policies at any time, or to deviate from or make exceptions to them in a particular instance.

Employees enter into written employment agreements with the School. Where the terms of those employment agreements differ from the terms of this Handbook, the terms of the employment agreement shall control. Where an employment agreement is silent, the terms of the Handbook shall control.

Nothing in this Handbook affects the School’s ability to discipline employees, up to and including termination, as the School deems appropriate under the circumstances and in its discretion. Each and every policy contained in this Handbook can be changed or discontinued at any time, for any reason, or for no reason. No one other than the Board of Directors may change or discontinue any policy or policies contained in this Handbook. No statement or promise by anyone other than the Board of Directors may be interpreted or relied upon as a change in policy.

In addition to this Handbook, other Board-enacted policies, including the School’s Emergency Action Plan, are available electronically on the School’s system.

### **VISION**

We empower students to be leaders of their tomorrow.

### **MISSION STATEMENT**

We develop leaders who bravely make the world a more just place. We nurture the whole child, instill a growth mindset and foster cultural competence.

### **ESSENTIALS**

Diversity is honored.  
Data and research inform decisions.  
Students’ voices are encouraged and valued.  
Teaching and learning are culturally relevant.  
Learning opportunities are developmentally appropriate.  
Family and community engagement is integral and valued.  
Curriculum uses literacy to connect learning to students’ lives.  
Restorative practices and social & emotional learning foster self-discipline.  
Intentional guidance and support allow students and adults to meet high expectations.

### **MOTTO**

Enter to Learn, Exit to Lead



## **II. NATURE OF EMPLOYMENT**

### **AT-WILL EMPLOYMENT AND NOTICE**

Employment with the School is voluntary and at-will. This means that School employees are free to resign at any time, with or without notice, and for any reason or no reason. This also means that School employees may be terminated at any time, with or without notice, and with or without cause, so long as the termination is not for an unlawful reason. Although employees may resign without notice, the School requests that, as a professional courtesy, employees submit written notice of resignation two weeks before the employment will end.

### **BACKGROUND CHECKS**

No person will be employed by the School until the School obtains a clear criminal record check as required by the Missouri Department of Elementary and Secondary Education and a clear check of the Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services. These checks are updated annually for certified employees and more often as deemed appropriate. School administration may update these checks for classified employees at any time after employment begins.

Existing employees must self-report any arrest or conviction for any drug or alcohol-related offense or any crime involving a minor. See also Section V re: Drug and Alcohol Use, Conviction or Probation Under a Criminal Drug Law.

### **EMPLOYEE STATUS**

The School categorizes the status of its employees in order to make distinctions in conditions of employment and to provide a better understanding of employment relationships with the School. Consultants or independent contractors of the School are not employees and, thus, are neither bound by nor have any rights pursuant to this Handbook or any Brookside policies governing School employees.

Employees are designated as either full-time or part-time. “Full-time employees” are those who work at least 40 hours each week. “Part-time employees” are those who work fewer than 40 hours each week.

If an employee averages 30 hours per week in a fiscal year, he/she is eligible to participate in the School’s health insurance program. If an employee averages 25 hours per week in a fiscal year, he/she is eligible for retirement benefits. For more information on benefits, see Section IV of this Handbook.

Employees are designated as either non-exempt or exempt, in compliance with applicable federal and state law.

“Non-exempt employees” are those individuals who are subject to the wage and hour requirements of the Fair Labor Standards Act (“FLSA”) and applicable state law. Non-exempt employees must be paid overtime for all time worked in excess of forty (40) hours in a work week. Overtime pay is paid at a rate of one and one-half times the regular rate of pay.

“Exempt employees” are those individuals who are exempt from the wage and hour requirements of the FLSA and applicable state law. Exempt employees are not paid overtime for time worked in excess of forty (40) hours in a work week. Exempt employees generally include, but are not limited to, individuals employed in a bona fide executive, administrative, or professional capacity, all as defined in the FLSA, the regulations promulgated thereunder, and applicable state law. Brookside Charter teachers are also exempt employees, as provided under applicable law.

Employees are designated as either classified or certified. “Classified employees” are those individuals who work in positions that do not require certification. “Certified employees,” who fall into the “exempt employees” category, are those individuals who work in positions that require certification(s), including individuals in faculty positions.

## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

The School is an Equal Employment Opportunity (“EEO”) employer. This means that the School provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, age, national origin, ancestry, disability, sex, sexual orientation, gender identity, genetic information, veteran status, or any other characteristic protected by law. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, termination, layoff, recall, transfer, leaves of absence, benefits, job-related training, and compensation. The School is committed to enforcing this policy against all forms of discrimination. Discrimination includes harassment, as described below.

The School urges employees to report discriminatory conduct. If employees do not report such conduct, the School may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action. Any employee who believes that he or she is the victim of discrimination in the terms or conditions of employment, or who believes he or she has witnessed discrimination against someone else, should bring the matter to the attention of the employee’s Principal, the Superintendent, or the Business Manager immediately. Any complaint about the Superintendent should be directed to the Business Manager, who will direct the complaint to the Board of Directors. Complaints should be as detailed as possible, including the names of all individuals involved and any witnesses. Anyone making an oral complaint may be asked to follow up with a written complaint. Although not mandatory, a Complaint Form is included with this Employee Handbook at Appendix A if you wish to use it.

All complaints of discrimination will be handled confidentially to the maximum extent possible without impeding the investigation. The School will promptly investigate all complaints and take appropriate corrective action if warranted. If you have not received a satisfactory response to your complaint or a report that an investigation is underway within five (5) days after reporting any potential discrimination, please immediately contact the Superintendent, who will ensure that a prompt investigation is conducted. Any employee, regardless of position or title, whom the School or Board of Directors determines has subjected an individual to discrimination

or harassment in violation of this policy, will be subject to discipline, up to and including termination of employment.

Retaliation, including but not limited to discipline, reprisal, intimidation, or any other adverse action, against employees who make complaints or file grievances under this policy or who participate in an investigation of alleged discrimination is strictly prohibited. Any employee who retaliates or takes any negative action toward another employee in violation of this policy shall be subject to discipline, up to and including termination of employment.

## **ANTI-HARASSMENT POLICY**

The School strictly prohibits and does not tolerate unlawful harassment against employees, students, or any other individuals with whom School employees interact because of those individuals' race, color, religion, age, national origin, ancestry, disability, sex, sexual orientation, gender identity, genetic information, veteran status, or any other characteristic protected by law. Any employee, regardless of position or title, whom the School or Board of Directors determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

### *Sexual Harassment*

All School employees are prohibited from harassing employees, students, or any other individuals with whom School employees interact based on those individuals' sex or gender (including pregnancy, sexual orientation, gender identity, and status as a transgender or transsexual individual) and regardless of the harasser's sex or gender.

For purposes of this policy, sexual harassment means any harassment based on someone's sex or gender; includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender); and includes any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

The School will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances, threats, or requests for sexual favors);
- Physical (for example, assault or inappropriate physical contact); or

- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated, whether at the workplace or at employer-sponsored events.

### *Other Types of Harassment*

The School's anti-harassment policy applies equally to harassment based on an employee's race; religion; national origin; ancestry; age; physical or mental disability; citizenship; genetic information; past, current, or prospective service in the uniformed services; or any other characteristic protected under applicable federal, state, or local law.

Such harassment includes but is not limited to the following:

- Verbal (e.g., epithets, derogatory statements, slurs, derogatory comments, threats, or jokes);
- Physical (e.g., assault or inappropriate physical contact); or
- Visual (e.g., displaying derogatory posters, cartoons, drawings, or making derogatory gestures)

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated, whether at the workplace or at employer-sponsored events.

### *Complaint Procedure*

If you are subjected to any conduct that you believe to be harassing or witness any such conduct, you must promptly speak to, write, or otherwise contact your Principal, the Superintendent, or the Business Manager immediately. Any complaint about the Superintendent should be directed to the Business Manager, who will direct the complaint to the Board of Directors. Additionally, any supervisor or Principal who observes harassing conduct must report the conduct to the Superintendent so that an investigation can be conducted and corrective action taken, if appropriate. Complaints should be as detailed as possible, including the names of all individuals involved and any witnesses. Anyone making an oral complaint may be asked to follow up with a written complaint. Although not mandatory, a Complaint Form is included with this Employee Handbook at Appendix A if you wish to use it.

The School will promptly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate. All complaints of discrimination will be handled confidentially to the maximum extent possible without impeding the investigation. If you have not received a satisfactory response to your complaint or a report that an investigation is underway within five (5) days after reporting any incident that you perceive to be harassment, please immediately contact the Superintendent, who will ensure that a prompt investigation is conducted.

### *No Retaliation*

No one will be subject to, and the School prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations. The School is committed to enforcing this policy against all forms of retaliation. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately as provided above. If employees do not report retaliatory conduct, the School may not become aware of it and may not be able to take appropriate corrective action.

### **IMMIGRATION LAW COMPLIANCE**

The School is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the School within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Superintendent. Employees may raise questions or complaints about immigration law compliance without fear of retaliation.

### **DISABILITY POLICY**

It is the School's policy to comply with all applicable federal, state, and local laws concerning the treatment of individuals with disabilities. The School will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of the individual's physical or mental disability.

Any employee who has, or develops, a disability and feels he or she needs a reasonable accommodation to enable him or her to safely and efficiently perform some or all of the essential functions of the employee's job should request assistance from the Superintendent, specifically, by submitting a request for reasonable accommodation. It is the employee's responsibility to request any reasonable accommodations that the employee believes may be medically necessary to allow him or her to perform one or more of the essential functions of the employee's job. Absent such a request, the School will not have the information needed or the ability to address any possible need for a reasonable accommodation. Once an employee requests a reasonable accommodation, the School will evaluate the employee's request and the essential functions of the employee's position to determine if a reasonable accommodation can be made. If an employee's disability does not affect the employee's ability to perform his or her job duties, and no reasonable accommodation is required, it is not necessary for the employee to inform any employee of the School of the disability.

Employees requesting a reasonable accommodation may be requested to provide medical information or to submit to a medical examination by a physician chosen by the School to assist the School in evaluating and accommodating a disability. It is the employee's responsibility to assure that his or her physician provides the necessary and requested medical information to support the accommodation the employee is requesting.

The School also complies with the accessibility requirements under the Americans with Disabilities Act ("ADA") and provides the following to employees, students, and others:

- An ADA compliant restroom that is located in the front hall lobby of the elementary building and marked with appropriate signage;
- An elevator;
- Parking spaces designated for those displaying an appropriate disabled persons license plate and/or placard; and
- A ramp available at the School's main entrance.

## **CONFLICTS OF INTEREST**

Employees have an obligation to avoid actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, or for a relative, as a result of the School's business dealings. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the School does business, but also when an employee or relative receives any gift or special consideration as a result of any transaction or business dealings involving the School. For purposes of this Section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she disclose the existence of any actual or potential conflict of interest to the Superintendent as soon as possible so that safeguards can be established to protect all parties.

An employee with an actual, potential, or perceived conflict of interest shall inform the Superintendent of the conflict when it arises and as requested by the School. The Superintendent shall report the conflict to the Board. The employee at issue shall not be involved with considering or evaluating the activity, unless the person has unique information or perspective requested by the Superintendent.

Each School employee also shall submit information concerning all affiliations with current and potential organizations and persons with which the School does or is likely to do business. Examples include, but are not limited to, organizations for which the employee or a relative is a director, officer, trustee, partner, employee, or agent; organizations in which the employee has a direct financial interest; or vendors, contractors, etc. the employee has contracted with individually on special terms. The employee is required to submit this information when the

relationship arises and as requested by the School. The employee is also responsible for updating this information by submitting a revised Conflict of Interest Form if circumstances change. (See Appendix B for Conflict of Interest Disclosure Statement.)

Any educational work performed by a School employee for an organization other than the School, whether paid or unpaid, must be described in writing and submitted for approval to the Superintendent. Performing educational work without prior written approval by the Superintendent may result in corrective action at the discretion of the Superintendent.

The materials, products, designs, plans, ideas, and data of the School are the property of the school and should never be provided to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even if it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment.

## **PERSONAL RELATIONSHIP POLICY**

The School will accept and consider employment applications from individuals who have personal relationships with an employee, but such relationships must be disclosed to the Superintendent. A “personal relationship” is defined as:

- A relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature;
- Close relatives such as, but not limited to, spouse, children or parents; or
- Members of the same household.

The School will endeavor not to hire or transfer individuals with personal relationships into positions where one will directly supervise or be supervised by the other, provided that there is a sufficient number of qualified applicants and employees. The School will endeavor not to place individuals in positions where they work with or have access to sensitive information regarding an individual with whom they have a personal relationship. This will help to prevent problems associated with security, supervision, and morale.

Any personal relationship that develops between an employee and anyone in the supervisory chain above the employee must be disclosed promptly to the Superintendent.

## **III. WORK HOURS & COMPENSATION**

### **WORK WEEK AND BUSINESS HOURS**

The School’s normal business hours are Monday through Friday, from 7:30 a.m. to 4:30 p.m. The School office will be open during these hours. Employees’ work schedules may differ from ordinary business hours, with teacher schedules set by Principals by separate Supervision Duty Schedules.

For purposes of calculating work hours, the School's standard work week is a seven-day period spanning from Sunday to Saturday. When the School is closed according to the school calendar, most employees are not expected to work.

## **TIME KEEPING FOR NON-EXEMPT EMPLOYEES**

Non-exempt employees of the School are required to maintain a Weekly Log for time keeping purposes. Using the Weekly Log, non-exempt employees must record the time they begin and end work, as well as the beginning and end of all uninterrupted breaks, including but not limited to lunch breaks. This is to ensure that the School has accurate time records and that employees are paid for all hours worked in a timely manner. Weekly Logs must be submitted via e-mail every week to the Business Manager.

Non-exempt employees must ensure that all work time is recorded accurately and that time records reflect all time actually worked. Off-the-clock work is strictly prohibited for non-exempt employees. All employees must also accurately record paid time off on their time records. Submission of inaccurate or incorrect time information is a severe offense and may be grounds for discipline, up to and including termination of employment. Recording another employee's time is also strictly prohibited and may result in disciplinary action, up to and including termination of employment.

## **OVERTIME**

Employees may occasionally be required to work beyond their normally scheduled hours. Exempt employees are not entitled to overtime compensation for any time worked beyond the normally scheduled hours and, instead, receive a salary that compensates them for all hours worked. Non-exempt employees are entitled to overtime pay at a rate of one and one-half times the regular rate of pay for all time worked beyond 40 hours in the standard work week. Overtime pay is based on hours actually worked, and paid time off hours are not included in the hours worked for purposes of overtime calculations.

Non-exempt employees must obtain approval from the Superintendent in advance of working overtime. Failure to obtain prior approval may result in disciplinary action, though under no circumstances will an employee's overtime pay be denied because prior approval was not obtained.

## **PAYROLL AND PAYDAY**

Employees are paid monthly, on the last Friday of each month. If payday falls on a School or bank holiday, funds will be deposited on the last business day preceding the holiday or weekend.

The School makes every effort to ensure employees are paid correctly. Employees should, however, review their pay stubs to ensure accuracy. If an employee believes that his/her wages have been subject to any improper deductions or do not accurately reflect all hours worked, the employee should report his or her concern to the Business Manager immediately upon receiving



notice. Every report of improper, inadequate, or inaccurate payment will be fully investigated, with corrective action taken if necessary as soon as practicable. Retaliation against employees who report improper, inadequate, or inaccurate payments as outlined herein is strictly prohibited.

## **PAYROLL DEDUCTIONS**

Mandatory payroll deductions are regularly made for:

- Federal Income Tax Withholding;
- State Income Tax Withholding;
- Local Earnings Tax Withholding (if any);
- Social Security Withholding (including Medicare);
- Kansas City Public School Retirement System;
- Deductions required by court order; and/or
- Any other deductions required by state or federal law.

Voluntary deductions may be made for:

- Health Insurance;
- Vision Insurance;
- Dental Insurance;
- Life Insurance;
- Health Savings Account; and / or
- Personal Retirement Investments.

The School may also deduct from wages amounts owed by employees for damaged, lost or wrongly retained School property that is issued to the employee, as provided in this Handbook, to the extent consistent with applicable law.

### *Bonuses/Stipends/Extra-Duty Pay*

Several Missouri constitutional provisions prohibit extra compensation to be paid to public employees. In addition, the Teacher Tenure Act, case law, and Opinions of the Attorney General provide that in Missouri, it is unlawful to give bonuses to public employees. When an LEA wants to compensate an employee with a stipend for extra work beyond an employee's regular contract, then the LEA must develop written documentation beforehand that indicates the extra work to be performed, the date(s) of performance, and the amount or rate to be paid to the employee. A written agreement, if established, must also be signed by a representative of the LEA and the employee to show the acceptance of the terms. If an LEA plans to pay

compensation for work beyond an employee's regular contract, proper processes must be in place to document the extra work performed.

In addition, if paid with federal funds the employee must complete time and effort documentation that supports the extra work beyond the employee's regular contract. This documentation could be a semi-annual time certification or monthly personnel activity reports.

## **INCLEMENT WEATHER**

The Superintendent determines whether the School will close for inclement weather. Once a decision is made, employees and families will be notified via voicemail, text, and/or e-mail.

## **ATTENDANCE**

Prompt and regular attendance is considered an essential function of every employee's job. The School depends on you to attend work on a regular and consistent basis. You must provide notice of unplanned absences and tardiness to a designated Administrator prior to 7:00 a.m. each school day, including a satisfactory explanation of the reason for the absence or tardiness. Notifying a co-worker of an absence or tardiness or leaving a message regarding an absence or tardiness on the School's voicemail is not acceptable and does not qualify as proper notice under this Section. At its discretion, the School may require an employee to provide:

- Written verification from a treating physician that an employee's absence is due to the employee's illness.
- Verification of the family emergency, such as death, illness, or serious injury to a close relative that compels or requires a staff member's absence, as determined by the Superintendent.

Failure to provide appropriate notice of an absence or tardiness is grounds for disciplinary action, up to and including termination.

The most important times for everyone to be at school are the first and last month of school and the days before and after holidays and breaks, such as Labor Day, Thanksgiving, Winter Break, and calendar dates marked **CLOSED**. The school calendar is published sufficiently in advance for everyone to plan around these dates, and requests to use paid time off during these times generally will be denied. **Absences during these critical times may result in discipline or a reduction of pay for the time absent except in the following circumstances:**

- Written verification from the treating physician that absence of a staff member is due to illness.
- A family emergency such as death, illness, or serious injury to a close family member that compels or requires a staff member's attendance. Verification of the family emergency will be determined by the Superintendent or Building Administrator.

Absenteeism or tardiness during the first and last month of school, the days before and after holiday breaks, and the days before and after any other scheduled school closing shall be

considered in evaluating your job performance and may be grounds for disciplinary action, up to and including termination. For more information, see Section IV(E) addressing Paid Time Off.

## **WAGE ATTACHMENTS AND GARNISHMENTS**

Employees are expected to manage their personal financial commitments to avoid the inconvenience of wage attachments and garnishments for both the School and the employee. In the event situations arise in which a wage attachment or garnishment is ordered by an official state, local, or federal agency, the School will honor the garnishment or other wage attachment order and fulfill its obligations as required by law. The School will withhold from the employee's compensation the administrative cost of the wage attachment or garnishment in accordance with applicable law.

## **IV. LEAVE TIME AND OTHER BENEFITS**

The School currently offers a variety of fringe benefits to its employees. Some of these benefits are prescribed by law and others are voluntarily provided to enhance working conditions and other protection from hardship. As discussed above, if an employee averages 30 hours per week in a fiscal year, he/she is eligible to participate in the School's health insurance plan. If an employee averages 25 hours per week in a fiscal year, he/she is eligible for retirement benefits.

The School reserves the right to review, modify, and/or terminate any benefits offered to its employees at any time without prior notice, subject to applicable law. Specific information regarding eligibility for coverage and plan descriptions is provided to each employee who is eligible for coverage or participation. Benefits and eligibility are governed solely by terms of the applicable plan documents, and not by this Handbook or any Board-enacted policy. Any questions regarding benefits should be directed to the Business Manager.

## **INSURANCE**

The School currently offers the following insurance benefits to employees subject to the terms and conditions of applicable plan documents:

- Health insurance – 75% of the premium for an individual health plan is covered by Brookside; remaining balance is covered by the employee;
- Dental insurance – 100% employee paid;
- Vision insurance – 100% employee paid; and
- Life insurance – the School pays the premium for \$50,000 in coverage; additional coverage is at the employee's expense.

Benefit plan specifics, including the employee's premium amounts and waiting periods for coverage, are described in materials provided by each plan. Contact the Business Manager with any questions concerning these insurance benefits.

## **HEALTH SAVINGS ACCOUNT**

School employees participating in a high deductible health insurance plan option may participate in a health savings account at Country Club Bank for authorized medical expenses. The School provides up to a \$50 matching contribution each month, depending on the amount of the employee's own contributions. The IRS sets annual maximum contribution amounts, including both employee and employer contributions. See the plan documents or contact the Business Manager for additional information concerning this benefit.

## **RETIREMENT PLAN**

Full-time employees averaging 25 or more hours per week are required by law to participate in the Kansas City Public School Retirement System (KCPSRS). More information about KCPSRS is available at <http://www.kcpsrs.org>.

## **OPTIONAL RETIREMENT PLANS**

In addition to mandatory participation in KCPSRS, the School offers optional retirement plans under sections 403(b) and 457(b) of the Internal Revenue Code for eligible employees. The School will provide participating employees with a match of up to \$50 each month, depending on the amount of the employee's own contributions. Additional information is available upon request from the Business Manager.

## **HOLIDAYS**

School holidays are listed on the Board-approved School calendar. During the school year, non-exempt employees receive pay for the listed holidays, but not the school break before and after listed. For example, during Winter break, non-exempt employees will be paid for Christmas Day and New Years' Day, not the entirety of Winter Break. Paid holidays are not considered time worked for overtime calculation purposes.

When a holiday falls on a Saturday, it will be observed on the previous Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

## **PAID TIME OFF**

Paid time off ("PTO") is provided to employees working an average of 30 or more hours each week to be used for all absence needs, including, for example, illness, vacation, or childcare. Employees receive seven (7) days (56 hours) of PTO each year as of the first day of each school year. Employees beginning employment after the start of a school year will receive a pro-rated portion of PTO on the first day of employment based on the amount of the year the employee is anticipated to work. In the event that PTO is not used by the end of the school year, employees may carry over unused PTO to the next school year, up to a maximum of 40 days (320 hours).

PTO used is not counted as hours worked for the purpose of calculating overtime and will not accrue during periods of unpaid leave. PTO is a leave benefit, and employees may not receive pay in lieu of PTO.

Employees shall e-mail all requests to use PTO to the designated Administrator as far in advance as is practicable and, except in the event of an emergency, no later than two (2) weeks in advance of the first day that leave will be taken. PTO may not be used unless approved by the designated Administrator, except that if an emergency prevents prior approval, the employee must seek approval to use earned PTO from the Administrator as soon as practicable.

PTO may not be used during the first or last month of school, nor immediately before or after a holiday or professional development day during the school year. Requests for use of PTO during these time frames will be denied absent extenuating circumstances. Additionally, if PTO is utilized during these time frames due to unexpected illness, Brookside Charter may request medical documentation to support the use of PTO. Failure to provide such documentation, failure to report to work if a request for PTO is denied, or any other failure to follow the procedures outlined in this Section may result in loss of PTO compensation for the absences and disciplinary action. For more information, see Section III concerning Attendance. For policies regarding Emergency Paid Sick Leave under the Families First Coronavirus Response Act, please see Appendix D.2 under Pandemic Protocols.

## **WORKERS' COMPENSATION**

In accordance with applicable law, the School carries workers' compensation insurance. This policy provides eligible employees' medical expenses and weekly benefits for time lost because of a work-related accident or illness. Employees who sustain an on-the-job injury should follow the procedures outlined in Section XI of this Handbook concerning reporting work-related injuries. The School does not discriminate or retaliate against employees for having filed workers' compensation claims. Further details on workers' compensation are available upon request from the Business Manager.

## **LEAVE OF ABSENCE**

### *Bereavement Leave*

In the event of a death in the immediate family, employees may take up to three (3) consecutive days of leave for the school days immediately preceding, following, or including the day of death. The employee shall be charged PTO for the leave permitted under this Section. If an employee needs additional leave time beyond that expressly permitted by this Section, please direct such request to the Superintendent.

For purposes of this Section, "immediate family" means the employee's spouse/domestic partner, parent, grandparent, child, grandchild, brother, or sister; the employee's spouse/domestic partner's parent, child, brother, or sister; the employee's child's spouse/domestic partner.

### *Jury or Witness Duty*

It is an employee's civic duty as a citizen to report for jury duty whenever called. The School will not seek to have any employee excused from jury or witness duty except in extraordinary circumstances. The School will pay an employee's regular wages for up to five days of jury duty per summons. Otherwise, jury and witness duty leave is unpaid, unless an employee elects to use PTO. No employee is required to use PTO. Employees may keep any jury or witness fees they receive.

Employees must notify the Building Administrator and/or Superintendent immediately when they are called for jury or witness duty so that the School can schedule coverage for the employee. Employees should contact the Superintendent or office staff to inquire whether they are needed if their jury duty does not extend beyond noon on any given day. The School reserves the right to request a copy of the notice of jury or witness duty and certification of actual service on a jury or as a witness.

### *Family and Medical Leave*

The School provides leave according to the Family and Medical Leave Act ("FMLA"), which provides for unpaid, job-protected leave to eligible employees in certain circumstances as described below and on the posters in the Teacher's lounge and other common areas. For information or questions or concerns about FMLA leave, or for assistance in requesting leave, employees should contact the Superintendent at the earliest possible opportunity. For policies regarding Emergency Family Medical Leave under the Families First Coronavirus Response Act, please see Appendix D.1, under Pandemic Protocols.

The School will not retaliate in any way against employees who request information about FMLA leave, request FMLA leave, or take FMLA leave. Employees who believe they have been treated improperly or unfairly concerning the application or enforcement of this policy should contact the Superintendent immediately.

### *Leave Eligibility*

To qualify for FMLA leave, you must (1) have worked for the School for at least twelve (12) months, though it need not be consecutive so long as breaks in service do not exceed seven (7) years; and (2) worked at least 1,250 hours in the twelve-month period immediately prior to the request for leave.

NOTE: If an employee takes PTO or other leave for a condition that progresses into a serious health condition, defined below, and it later becomes apparent that the FMLA applies, the School may retroactively designate all or some portion of the initial leave as FMLA leave, to the extent that the earlier leave meets the necessary FMLA qualifications.

### *Leave Policy – Generally*

If eligible, an employee may take up to twelve (12) or twenty-six (26) weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period

defined below. While the employee is on FMLA leave, the School will maintain the employee's group health insurance coverage at the same level and under the same circumstances as when the employee was actively working, as explained more fully under the subsection below titled, FMLA Leave and Use of Available Benefits. Upon returning from approved FMLA leave, the employee has the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

#### *Types and Timing of Leave*

An employee may request FMLA leave for qualifying family or medical events. Eligible employees are entitled to a total of twelve (12) weeks of unpaid leave during a 12-month period, measured backward on a rolling basis from the date the employee uses any leave under this policy. Leave may be taken for any of the following reasons:

- Birth of a child, and to care for that child. Leave for birth must be taken within one (1) year of the birth of the child.
- Placement with the employee of a child for adoption or foster care. Leave for adoption or foster care must be taken within one (1) year of the placement of the child.
- To care for a child, spouse, or parent having a serious health condition.
- To care for the employee's own serious health condition, which renders him/her unable to perform the functions of the job.
- For a "qualifying exigency" for an employee whose spouse, son, daughter, or parent (the military member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

An employee who is the spouse, son, daughter, parent, or next of kin to a covered service member is entitled to a total of twenty-six (26) weeks of unpaid leave during a single 12-month period (beginning on the date that an employee first takes leave under this provision) for the following reason:

- To care for a covered service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness ("military caregiver leave").

Because FMLA leave time is limited to a total of twelve (12) weeks per rolling year or up to twenty-six (26) weeks in a single year for military caregiver leave, an employee should coordinate his/her medical and family leave time if the employee plans to take both types of leave in the same 12-month period. Any employee who is eligible for and takes any period of family and medical leave will have that leave designated as family and medical leave and counted against his or her total allotment. Any employee who is eligible for and takes a portion of his or her twenty-six (26) weeks of military caregiver leave, but not the entire twenty-six (26) weeks, forfeits the remaining portion of the leave that is not used within one (1) year.

Spouses who are both employed by the School and eligible for FMLA leave may be limited to a:

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
  - for the birth of a son or daughter and in order to care for such son or daughter;
  - for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or
  - to care for an employee's parent with a serious health condition.
- Combined total of 26 weeks in a single 12-month period if the leave is either for:
  - military caregiver leave; or
  - a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

### *Notice of Leave*

To request FMLA leave, an employee must submit a written request to the Superintendent. An FMLA leave of absence request form is available from the Superintendent. Requests should be accompanied by proper certification (see below for more information).

When the employee's need for leave is foreseeable, he/she must give thirty (30) days advance notice before the leave is to begin or give notice as soon as practicable (within one (1) or two (2) business days of learning of the need for leave). Additionally, when foreseeable leave is planned for medical treatment, an employee should consult with the Superintendent and make a reasonable effort to schedule the treatment to avoid unduly disrupting the work operations.

When the need for leave is not foreseeable, an employee must give notice as soon as practicable. "As soon as practicable" generally means the same day the employee learns of the need for leave or on the next business day. Additionally, once the employee's leave begins, he or she must notify the School in writing every thirty (30) days regarding the status of his or her leave and intention to return to work at the end of the leave period.

All notices provided by employees pursuant to requests for FMLA leave must fully explain the reasons for leave to allow the School to determine whether the leave actually qualifies under the FMLA. If an employee refuses or fails to give reasons for requesting FMLA leave or refuses or fails to provide a certification, the School may deny leave until such information is provided.

### *Certification of Need for Leave*

If an employee requests leave because of his/her own or a covered relative's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from the Superintendent. When an employee requests leave, the School will notify the employee of the requirement for medical certification and when it is due (at least 15 days after the employee requests leave). If the employee provides at least 30 days' notice of medical leave, the employee should also provide the medical certification before leave begins. Failure to provide requested medical certification



in a timely manner may result in denial of FMLA-covered leave until such certification is provided.

The School, at its expense, may require an examination by a second health care provider designated by the School. If the second health care provider's opinion conflicts with the original medical certification, the School, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The School may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, if such is practicable, may result in delay of further leave until such certification is provided.

The School also reserves the right to require certification from a covered military member's health care provider if an employee is requesting military caregiver leave and certification in connection with military exigency leave.

#### *Reporting While on Leave*

If you take leave because of your own serious health condition or to care for a covered relative, you must contact the School as soon as is practicable if there is any change in the status of your condition that will affect your leave duration or your ability or intention to return to work.

#### *Intermittent or Reduced Schedule Leave*

Employees may take FMLA leave on an "intermittent" or "reduced schedule" basis under certain circumstances. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than one continuous period of time. A "reduced schedule" reduces an employee's usual number of working hours per work week or work day. Employees needing intermittent or reduced leave are expected to schedule their leave so as not to disrupt School operations.

When leave is taken because of birth or placement of a child for adoption or foster care, an employee may take intermittent leave or leave on a reduced work schedule basis if the employee's plan for leave is approved by the School. When FMLA leave is taken to care for a sick family member, for the employee's own serious health condition, to care for a covered service member, or a qualifying exigency, leave may be taken intermittently or on a reduced schedule basis (assuming such leave is certified as medically necessary by a health care provider).

The School may, at its option, temporarily transfer an employee to an available alternative position with equivalent pay and benefits if he/she requests intermittent leave or a reduced work schedule and the need for leave is foreseeable based on planned medical treatment, provided the employee is qualified for that alternate position and it better accommodates recurring periods of leave than his or her regular position.

#### *FMLA Leave and Use of Available Benefits*

FMLA leave is unpaid. During FMLA leave, however, employees must use all available PTO. Concurrent use of PTO during FMLA leave will be counted against the employee's 12-week (or 26-week, if applicable) entitlement to leave under the FMLA. Unpaid leave will commence after PTO has been exhausted.

While an employee is on FMLA leave, the School will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work. If the School changes its health benefits during an employee's leave, the change will apply to the employee as if the employee were still on the job.

Employees are responsible for ensuring that their portion of health insurance premiums is paid, even while on unpaid leave. If the payment is more than thirty (30) days late, the employee's health coverage may be discontinued for the duration of the leave. Other accumulated benefits shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during such leave period.

If an employee does not return to work after the expiration of the leave, the employee may be required to reimburse the School for payments of health insurance premiums during the leave, unless the employee does not return because of a serious health condition that prevents the employee from performing the employee's job, or for other circumstances beyond the control of the employee.

Any applicable disability benefits such as workers' compensation will run concurrently with FMLA leave. The employee may then be required to use PTO, as appropriate, during the remainder of his or her FMLA leave. PTO will be applied to exhaustion after disability or workers compensation benefits cease.

### *Returning From Leave*

To facilitate the return to work, the School asks that employees provide two (2) weeks' advance notice of their intended return date. Failure to do so may delay the return date. Employees must also provide a return-to-work certification from a health care provider.

Employees returning from FMLA leave will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. Employees have no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken the leave (e.g., if, due to economic or other business conditions, the employee would have lost his or her job regardless of whether the employee went on leave, the employee will not be entitled to reinstatement). Certain "key" employees, who are among the highest paid employees of the School might not be reinstated to any position. "Key" employees will be notified of their status when they apply for FMLA leave.

Failure to return timely from FMLA leave generally will be treated as a voluntary termination of employment.

If the School learns that an employee is not returning to work, the employee is no longer entitled to leave time, and the School no longer has an obligation to provide health benefits (except as provided under COBRA) or to restore the employee to work.

### *Military Leave*

The School recognizes that employees may need to be absent from work to serve in the U.S. military. The School provides military service leaves of absence to all regular full-time, part-time, and probationary employees in compliance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and applicable state laws.

#### Procedures

If an employee needs to take military service leave, he/she or an authorized military service officer should provide advance notice to the Superintendent. When possible, at least thirty (30) days’ notice of the request for leave should be provided. If thirty (30) days’ notice is not possible because of military necessity or for other reasons, as much advance notice as possible should be provided to the School.

Written notice is preferred, but not required. Where possible, employees should submit a copy of their military orders, training notice, or order to active duty, along with a Request for Leave of Absence Form, to the Superintendent.

#### Eligibility Requirements

Eligible Employees. All regular full-time, part-time, and probationary employees are eligible for military service leave if they are absent from work because of eligible military service. [Independent contractors and employees who were only employed for a brief, non-recurrent (one-time only) period before the start of military service are not eligible for leave under this policy.]

Eligible Military Service. For purposes of this policy, eligible military service means certain types of service (listed below) in the following branches of the U.S. military:

- Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), including the Reserves;
- National Guard, including the Army National Guard and Air National Guard, when the employee is engaged under federal authority in active duty for training, inactive duty training, or full-time National Guard duty;
- Commissioned corps of the Public Health Service; and
- Any other category of persons designated by the President in time of war or national emergency.

Eligible employees may take leave under this policy for the following types of military service:

- Active duty;
- Active duty for training;
- Initial active duty for training;
- Inactive duty training;
- Full-time National Guard duty;
- Submitting to an examination to determine your fitness for any of these services;
- Funeral honors duty performed by National Guard or Reserve members; and
- Service as an intermittent disaster response appointee of the National Disaster Medical System when employees are:
  - activated under federal authority; or
  - attending authorized training in support of a federal mission.

#### Compensation During Leave

Military service leave is unpaid. Employees may use any or all of their available PTO during their military service leave.

#### Benefits During Leave

Individuals performing military duty of more than thirty (30) days may elect to continue employer sponsored health care for up to twenty-four (24) months; however, they may be required to pay the full premium. For military services of fewer than thirty-one (31) days, health care coverage is provided as if the service member had remained employed. Benefit accruals, such as PTO or holiday benefits, are suspended during military leave and will resume upon the employee's return to active employment.

#### Reemployment and Seniority

Employees may be eligible for reemployment after their military service leave. Any employees who would like to return to work must report to work or submit an application for reemployment to the Superintendent, including their military discharge documentation, if available, as follows:

- If their military service was for less than 31 days, they must report to work on the first regularly scheduled workday that is at least eight hours after they return home from military service.
- If their military service was for 31 to 180 days, they must apply for reemployment within 14 days following completion of military service.
- If their military service was for more than 180 days, they must apply for reemployment within 90 days following completion of military service.

If any employees are unable to comply with this schedule through no fault of their own, or if they are injured or recovering from an injury, they should speak with the Superintendent as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Employees who do not report to work or apply for reemployment within the applicable time frame will be subject to the School's policies concerning unexcused absences.

Nothing in this policy requires the School to reemploy individuals who are not eligible for reemployment rights under applicable law.

#### Discrimination and Retaliation Prohibited

The School prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's membership in or obligation to perform service for any branch of the U.S. military. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment, or be subjected to any adverse employment action based on that person's membership in or service for any branch of the U.S. military. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law.

The School is committed to enforcing this policy against discrimination and retaliation. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately.

For any questions concerning the School's military leave policy, please contact the Superintendent.

## **V. WORKPLACE CONDUCT**

### **COMMITMENT TO PROFESSIONALISM AND COURTESY**

Employees greatly influence the image, positively or negatively, of the School in the community. Employees are expected to be professional and courteous towards students, families, and community members.

### **PERSONAL APPEARANCE**

Employees set an example for students and parents by their attire. Employees are expected to comply with the following personal appearance guidelines:

1. Employees are expected to be neat and clean in appearance and grooming. All employees must maintain a professional, business-like appearance.
2. Hair shall be clean and neatly groomed. Men's facial hair shall be neat, clean, and trimmed.
3. Jewelry should be kept to a minimum for physical safety reasons.

4. The Administration reserves the right to require that inappropriate or otherwise distracting tattoos be covered during instructional time.
5. Employees may not wear suggestive or revealing attire.
6. When wearing tights, leggings, or other types of hosiery, a fingertip-length or longer top or dress must also be worn.
7. Kitchen crew and physical education teachers must wear clothing that is appropriate for daily tasks, including footwear that is appropriate and OSHA compliant.

Examples of appropriate attire are as follows: dressy t-shirts, polo/golf shirts, blouses, sport shirts; slacks and capris; skirts and dresses at or below fingertips; sweaters; dressy sweatshirts and/or sweatshirts with seasonal designs; and dressy sandals. Examples of inappropriate attire are as follows: shorts; miniskirts; hats in the building; frayed jeans; and tank tops.

On Fridays, employees may wear jeans. Jeans must be tidy without holes or tears, as employees must appear professional at all times.

If in doubt about whether apparel complies with this policy, do not wear the apparel in question. Employees whose personal appearance does not comply with this policy will be sent home to change into appropriate dress and may have to use PTO for the time away from work. Failure to comply with this policy may also result in disciplinary action, up to and including termination of employment.

## **ELECTRONIC SYSTEMS AND COMMUNICATIONS**

The School provides some employees with access to one or more forms of electronic communications systems, including computers, telephones, mail systems, voicemail, e-mail, and the internet. The School encourages the use of these systems because they can increase efficiency and productivity and can provide valuable sources of information. Employees should remember, however, that electronic communications systems provided by the School are the School's property and are provided for business/school use.

### *Systems Covered*

This Section applies to all electronic communications systems, including but not limited to internet, e-mail, telephone, mail systems, voicemail, and other computer systems that are accessed on or from the School's premises, accessed using the School's computer equipment or via the School's paid access methods, or used in a manner that identifies an individual with the School.

### *Prohibited Uses*

The School's electronic communications systems shall not be used for any of the following purposes:

1. Sending through e-mail or posting to an internet or other site any threatening, discriminatory, or harassing messages or images in violation of the School's anti-discrimination, anti-harassment, and violence policies;
2. Engaging in any activity that is illegal under local, state, federal, or international law;
3. Using School-owned electronic communications systems, including the telephone, e-mail, and internet systems, for soliciting or promoting outside commercial ventures;
4. Downloading, generating, sending or otherwise transmitting, or viewing pornographic material;
5. Revealing your School account password(s) to others or allowing use of your School account by others, including, but not limited to, family and other household members if work is done at home;
6. Introducing offensive programs into the network or server (e.g., viruses, worms, e-mail bombs, Trojan horses, etc.);
7. Maliciously attempting to access any organization's computer systems without authorization (i.e., "hacking");
8. Excessive personal use or personal use that interferes with performance of job duties; and
9. Gaining access to another employee's file of computerized information, e-mail messages, or voicemail messages without permission.

#### *Personal Use of Electronic Communications Systems or Personal Devices*

The School's electronic communications systems are provided for use by employees in the furtherance of the School's education goals and in the course and scope of their employment. Generally, the School forbids its employees from using the School's electronic communications systems for excessive personal purposes. The School, however, will allow its employees occasional, infrequent use of its electronic communications systems for personal communications so long as all communications comply with the School's policies and procedures and do not interfere with the employee's job performance. Employees are reminded that all such communications may be monitored and that employees have no expectation of privacy in those communications.

Telephones at the School are installed for school-related purposes. Use of the School telephones or personal cellular telephones during work hours for personal reasons disrupts the efficient administration of the School. Thus, personal calls (whether on a School telephone or personal cell phone) must be limited during school hours. If you must make a personal phone call, make the call as brief as possible, and try to schedule the call during your lunch or a break period.

Employees should also limit texting, e-mail, or any other use of personal cell phones during school hours unless absolutely necessary. Any employee who engages in excessive personal telephone calling, texting, e-mailing, or any other use of personal cell phones during business

hours is subject to disciplinary action, up to and including termination. Employees are also strictly prohibited from photographing any student with their personal cell phones, other than for school use, absent parental permission.

### *E-Mail Communications*

The School provides employees with systems to send and receive e-mail. All e-mails sent or received over the School's systems are the property of the School, and employees have no expectation of privacy with respect to messages or files sent, received, or stored on the School's e-mail system. E-mail messages, like other types of correspondence and documents, can be accessed and read by authorized individuals.

All School e-mail is public domain. Thus, e-mail should not be used to communicate sensitive or confidential personal information including, but not limited to, information concerning student IEPs, student performance, or personal situations. Additionally, employees should anticipate that e-mail messages may be disclosed to or read by individuals other than the intended recipients since e-mails are easily forwarded, and human and system errors have the potential to cause inadvertent or accidental disclosures.

During the work week, employees are expected to check their School e-mail throughout the school day and acknowledge e-mails requiring a response within 24 hours.

### *Social Media*

The School recognizes the value of social media and other online communication tools for School purposes, such as connecting with students, families, and donors. "Social media," as used in this Handbook, includes all forms of electronic communication through which users share information, messages, and/or other content on the internet, including, but not limited to, communication through Facebook, Twitter, LinkedIn, YouTube, Pinterest, Google+, Tumblr, Instagram, and similar social media sites, as well as posting to a personal or third party's blog, online diary or journal, personal website, or to a web bulletin board or a chat room, regardless of whether such a site has any direct connection with School.

Employees should recognize that they are personally responsible for the content they publish on social media sites. Employees may be subject to discipline for online commentary, content, or images that harass (as defined by the School's anti-harassment policy), threaten, and/or defame fellow employees, students, families, or anyone else.

In addition to the benefits of social media, however, use of social media also presents certain risks. Many School employees maintain personal/individual pages on social media sites and/or use other online communication tools to connect and communicate with others for personal purposes. Communications and postings on these social media sites are not private. Employees' online activities are accessible to the community at large; therefore, employees' online activities should be consistent with the School's mission and values.



In order to protect the School's legitimate interests and confidential information, the School has established the following guidelines regarding employee use of social media both during and outside work hours:

- Use of social media on School electronic communications systems, as that term is defined in the School's Internet, E-mail, and Computer Usage Policy, during work time is generally inappropriate unless the use is for legitimate, pre-approved School business.
- Posting pictures of students on personal social media site violates the privacy of the children and is strictly prohibited. Exceptions may be made for official School sites with parental permission.
- Posting disrespectful and/or unprofessional comments regarding School students or families is prohibited.
- Copyright, trademark, and similar laws must be respected, and employees are prohibited from infringing on the School's logos, trademarks, and other intellectual property.
- If an employee uses the School name in social media communications/postings, the employee must also communicate consistently with the School's values and mission while also making it clear that the employee speaks for him or herself and not on behalf of the School.
- Under no circumstances may someone officially present views or positions of the School unless they have been formally authorized to do so by the School Superintendent. If contacted for information or an interview, any employee should refer the inquirer to the School Superintendent.
- If an employee posts an endorsement of the School on any social media site, the employee must also disclose his or her employment relationship with the School.
- Employees are prohibited from using the "Brookside" name or any of its iterations, brands, programs, or marks as part of their social media usernames, handles, profile pictures or emblems, background designs, or other name and identification of personal social media accounts.

Nothing in this Section should be construed to limit any employee's right to discuss terms and conditions of employment or prohibit any employee from engaging in concerted activity as that term is defined in Section 7 of the National Labor Relations Act.

### *Software and Copyright Issues*

To protect the integrity and functionality of School equipment, employees are prohibited from downloading or copying any software or programs onto any School equipment without prior approval of the School Superintendent or his/her designee. License agreements relating to any software, whether individually owned or owned by the School, will be strictly followed.

Any student or employee desiring to reproduce or store information of any sort downloaded from the internet should contact the Superintendent or his/her designee to determine whether the intended use is permissible. Copyright laws are very complex and can apply even to information that appears to be freely available for any use. No copyrighted material will be copied illegally onto or transmitted through the School's equipment.

Teachers and staff must also make judicious use of appropriate printed materials, sound recordings, and electronic programs in the curriculum, while being mindful that Federal law, applicable to public schools, protects authors and composers from the unauthorized use of their copyrighted work. Employees are prohibited from copying or reproducing on disk or paper, by use of School equipment or any other means, materials for which the person reproducing or the School does not own the copyright, unless the written permission of the copyright owner has been obtained, or unless the activity is within some of the limited exceptions to the copyright laws.

When using electronic or printed materials created by others, employees should follow these best practices:

- Respect copyright and fair use guidelines. For more information, see <http://www.copyright.gov/fls/fl102.html>.
- Hyperlink to outside sources where possible. Do not plagiarize; give credit where it is due. Only re-post photos, videos, poems, music, text, artwork, or other copyrightable material if the creator of the materials is identified.
- When hyperlinking to other sites and media, be sure that the content to which links are included is appropriate and consistent with these guidelines.
- Be aware that photographs taken by professional photographers cannot be scanned and used on the internet without the photographer's permission — even if they are photos of you and you paid for them. To post photos, you must own the digital right to the photo.

### *Maintaining Security*

Employees must adhere to established procedures for the security of the School's electronic information systems and electronic information, including securing account passwords and not bypassing security controls. Employees are prohibited from divulging their login information or password to anyone outside of the School. Employees will be held responsible for all use or misuse of their accounts and for cooperating with any reasonable security investigation conducted by the School.

The use of unauthorized codes or passwords, or use of any other means to gain access to another's computer accounts, e-mail, or voicemail communication, or any other confidential information regarding the School or its members, is strictly prohibited. Unauthorized access to confidential information (electronic or otherwise) is strictly prohibited. Sending a message using someone else's password or initials is also prohibited.

### *No Expectation of Privacy and the School's Right to Monitor*

The computers, software, hardware, internet access, telephones, e-mail, and voicemail systems that the School provides to its employees are School property. The School reserves the right to monitor, access, inspect, disclose, and retain copies and transcripts of all computerized information, internet use, and messages sent or received over the School's electronic communications systems to the extent necessary to ensure that electronic communications systems are being used in compliance with the law, this policy, and other School rules, or for any other School-related purpose. Employees have no reasonable expectation of privacy in any of their electronic communications conducted on School property, during School hours, or on School equipment and should assume that the electronic communications are not private.

### *Policy Violations*

Any violation of this Section may result in discipline, up to and including termination of employment.

## **ELECTRONIC COMMUNICATIONS WITH STUDENTS AND FAMILIES**

Communications with enrolled or prospective students and families at the School should only take place at the school during school hours, during school-sanctioned meetings or events, via telephone to assist with homework, or via telephone or School e-mail accounts to address any student-specific needs with a parent or guardian.

School staff should not engage with students or their families through any of the following methods:

- Social networking sites;
- Staff members' personal e-mail accounts;
- Texting (Except via Google Voice);
- Blogging;
- Podcasting; or
- Other online postings.

If during any form of communication, a School staff member learns that a student is in a situation requiring emergency assistance or professional help, the teacher should contact 911 and notify the Building Administrator immediately following the call. (For guidance on reporting suspected or actual child abuse/neglect, see Board Policy 2.100 and Section XI of this Employee Manual regarding Reporting and Investigating Child Abuse/Neglect.)

## **INQUIRIES FROM PARENTS OR STUDENTS**

Any requests by a parent or guardian for health or other personal information about a student must be directed to the Administration, and the Administration must approve any written response to such a request.

## **INQUIRIES FROM THE PUBLIC OR THE MEDIA**

Any questions, requests, or solicitations from the public or from any media source should be referred to the Superintendent or his/her designee. School staff should not provide any information, comments, or feedback to the public or media regarding the School at any time unless directed to do so by the Superintendent. All press releases and other promotional material must be approved by the Superintendent prior to dissemination.

## **DRUG AND ALCOHOL USE**

It is the policy of Brookside School to create and maintain a safe and healthy workplace. Thus, the School will not tolerate any alcohol or drug use that imperils the health and well-being of its employees or its students. This Section applies to the following substances or types of substances: any illegally or unlawfully obtained drugs or controlled substances; “designer” or synthetic drugs; “over the counter” or prescribed medications not being used for the purposes or in the manner intended; any mood or mind-altering substances; and alcoholic or intoxicating beverages (collectively, “Prohibited Substances”).

### *Drug and Alcohol Possession and Use Prohibited*

The School prohibits the use, being under the influence of, possession, sale, manufacture, and/or distribution of any of Prohibited Substances and/or drug-related paraphernalia on the School’s premises or while performing duties for the School while away from the School’s premises, and/or during working hours. Compliance with this policy will be required by the School as a condition of employment for qualified applicants or for continued employment of current employees.

### *Use of Legal and Prescription Drugs Authorized by a Physician*

Certain legal and prescription drugs can produce changes in persons that might indicate intoxication or illegal drug use. Employees may continue to work for the School while taking prescription drugs at the direction of a doctor for the treatment of an illness or non-prescription drugs used for the purposes and in the manner intended, provided the medication does not adversely affect the employee’s ability to perform his/her work in a safe and efficient manner. Each employee is responsible for being aware of and following all cautions associated with the use of prescription or non-prescription drugs. If any prescription or non-prescription drugs being taken by an employee has side effects that could affect the employee’s job performance, the employee must advise the Superintendent of the drug being taken and the potential side effects. The School has the right to determine whether an employee who is receiving legal medication should be allowed to continue working during his or her treatment where there may be safety and/or job performance issues arising from certain legal drug use.

### *Conviction or Probation under a Criminal Drug Law*

Employees must notify the Superintendent within five (5) days of any conviction or entry of a guilty plea resulting in incarceration or probation under any criminal drug statute, law, regulation, or ordinance. Failure to report a conviction or guilty plea may result in disciplinary action, up to and including termination of employment.

### *Testing*

The School may require alcohol and drug testing of employees whenever:

- The School reasonably suspects that an employee's work performance or on-the-job behavior may be or may have been affected in any way by alcohol or drugs or that an employee has otherwise violated this policy;
- An employee has a prohibited substance in his or her possession (actual or constructive) while on the School's premises or while performing work duties for School; or
- An employee has experienced an on-the-job injury or accident or is involved in an incident that the School has reason to believe may have resulted from impairment due to drug or alcohol use.

### *Off-the-Job Illegal Drug Use, Possession, Sale, or Other Activity*

Off-the-job illegal drug use, possession, sale, or other such activity could adversely affect an employee's job performance, jeopardize the safety of other employees, and jeopardize the School's property and reputation, as well as endanger students and the general public. Accordingly, such off-the-job conduct or activity may be deemed to violate this Section and could result in disciplinary action against the employee, up to and including termination. In deciding the appropriate disciplinary action to take in regard to such off-the-job drug use, possession, sale, or other activity, the School will consider the nature of the activity charged, the potential impact to student safety, the employee's complete record with the School, and any other factors the School deems relevant to protect the School's operations.

### *Workplace Searches and Inspections*

To help ensure a safe and healthy work environment and to accomplish the objectives of this policy, the School reserves the right to condition entry upon the School's premises, including any parking areas and all grounds and work areas to which the School's employees are assigned, upon the School's right to search the person and personal property of any entrant before entry or at any time while on the premises or in work areas, for illegal and unauthorized drugs, drug paraphernalia, controlled substances, alcoholic beverages, and unauthorized weapons. Such searches may include but are not limited to automobiles, lunches, briefcases and purses, desks, or other property under the control of the employee. Refusal to permit a search may subject an employee to immediate discipline up to and including termination. Searches and inspections will be performed with concern for the individual's privacy, dignity, and confidentiality to the extent possible, and will otherwise comply with all law governing such searches. Illegal substances,

drugs, and other prohibited items discovered during any search or and inspection taken pursuant to this Section may result in notification to law enforcement authorities consistent with the law.

### *Penalties*

Failure to comply with the provisions of this Section will be grounds for disciplinary action, up to and including immediate termination. Employees discharged for violating this Section are guilty of misconduct and may be disqualified from receiving unemployment benefits. Employees injured on-the-job while intoxicated or under the influence of drugs may be denied workers' compensation benefits or have their benefits reduced in accordance with applicable state law.

## **TOBACCO-FREE WORKPLACE**

To promote the health and safety of all students and staff, and to promote the cleanliness of school property, the School prohibits all employees, students, and patrons from smoking or using tobacco products in all school facilities, on school transportation, and on all school grounds at all times. This prohibition extends to all facilities the school owns, contracts for, or leases to provide educational services, routine health care, daycare, or early childhood development services to children, as well as facilities in which services are not provided to children. Students who possess or use tobacco products on school grounds, school transportation or at school activities will be disciplined in accordance with school policy. Employees should promptly report any student's violation of the tobacco use prohibition to the Superintendent.

Any employee's violation of this Section may result in disciplinary action, up to and including termination of employment.

## **STUDENT TRANSPORTATION**

All School employees are strictly prohibited from transporting School students in the employees' personal vehicles or any other mode of transportation operated by the employee. In an emergency situation wherein a student is in immediate danger, a School employee may transport the endangered student so long as (1) there are at least 2 School employees in the child's presence at all times, (2) School staff have made at least 4 attempts to contact the student's parents (and any emergency contacts listed in the student's educational records) to arrange other transportation, and (3) at least 2 School employees ride in the transporting vehicle, including the driver.

Brookside Charter School generally does not provide transportation. Parents/Guardians are responsible for student transportation to and from school. We recognize transportation may be a challenge for some families. Brookside may partner with "Assisted Services" to provide for this need.

## **RULES OF CONDUCT AND DISCIPLINARY PROCEDURES**

The School employees are expected to abide by the standards of work and conduct established for their respective positions, and to behave in a professional manner toward the

School's employees, visitors, and the administration. To that end, the following rules of conduct shall apply to all employees, and the violation of these rules may result in disciplinary action, up to and including immediate termination of employment. The list is not exhaustive and is subject to change at any time without notice.

The enumeration of the following prohibitions on workplace conduct should not be taken as limiting the School's discretion to dismiss employees for reasons not enumerated. Nothing in this Section affects the School's ability to discipline employees, up to and including termination of employment, as the School deems appropriate under the circumstances and in its discretion.

School employees are strictly prohibited from engaging in any of the following behaviors:

1. Use, possession, or sale of intoxicants or illegal drugs by an employee while on duty or reporting to work while under the influence of alcohol, narcotics, or other drugs;
2. Use, possession, or sale of illegal drugs or legal drugs for an unlawful or prohibited purpose while not on duty;
3. Stealing, regardless of amount or value, while on duty or off duty;
4. Unauthorized possession of, removal of, or attempt to remove property that belongs to the School or employees;
5. Carrying, displaying, or using a weapon on School premises or at a School-related function;
6. Dishonesty concerning School or work-related matters, including falsification of employment application(s), time records, or other records kept in the normal course of business and falsely making claims of injury (regardless of when discovered);
7. Unauthorized alteration of the School documents, forms, or memoranda;
8. Sleeping or failing to remain alert while on duty, or failure to report to the Superintendent any condition or circumstances that may affect alertness and/or performance;
9. Assaulting a supervisor, fellow employee, guest, or other visitor;
10. Insubordination or disrespect toward supervisors;
11. Recording time for someone else;
12. Committing any serious violation of the law that may reflect adversely upon the School;
13. Destroying property while on duty or at a School-related function;
14. Engaging in harassment or discrimination of any kind;
15. Refusing to cooperate in an investigation by the School, including refusal to take a drug, alcohol, or medical test when requested to do so;
16. Horseplay or any other infraction that could cause harm to another person or property;

17. Job abandonment (i.e., leaving the work site while on duty);
18. Breach of confidentiality concerning any School student or employee;
19. Use of the School's name for personal reasons;
20. Abuse or misuse of the School telephones at any time or personal cell phones during work hours;
21. Smoking or tobacco use on School property or at a School-related function;
22. Use of profanity while on duty, at a School-related function, or in any manner that reflects negatively on the School;
23. Failing to wear neat, clean, or appropriate attire;
24. Failing to maintain good personal hygiene and personal care practices while working;
25. Inadequate work performance, inattention to duties, or carelessness in the performance of work;
26. Solicitation of any kind during the working time of the solicitor or the person being solicited;
27. Loitering while on duty;
28. Excessive absences or absenteeism or overstaying approved leaves;
29. Failing to properly notify the Superintendent of an anticipated tardiness, absence, or leave;
30. Discourteous, unprofessional, or abusive treatment of co-workers or others having business with the School;
31. Fighting, bickering, and/or failure to maintain harmonious relationships with co-workers and supervisors; or
32. Misuse or abuse of School property.

In no instance are the above examples to be considered all-inclusive regarding disciplinary action. The School will evaluate each event individually and, where possible, will consider the employee's employment history before making a final disciplinary decision. In most instances, disciplinary actions will include a verbal warning, written warning, probation, suspension with or without pay, and immediate termination of employment. The School, however, reserves the right to terminate without giving any warnings. Immediate termination may be based upon facts including but not limited to the severity of the violation, danger to other employees or administration, loss of business, legal or public relations impact upon the School, and any other factors the School deems relevant.

The School administers a fair and consistent corrective action for unsatisfactory conduct. It is important that all employees are treated fairly and that corrective actions are prompt,



consistent, and impartial. The major purpose of a corrective action is to correct a problem, prevent it from happening again, and coach the employee toward satisfactory performance in the future. In that regard and although employment is based on mutual consent and both employees and the school have the right to terminate employment at will, with or without cause or advance notice, the school may use progressive corrective action at its discretion.

Corrective action may include any of the following: 1) verbal warning, 2) written warning, 3) suspension with or without pay, or 4) termination of employment. When deciding which step to take, supervisors and the Superintendent will consider the severity of the offense, what actions are necessary to change the behavior, any prior performance concerns, and knowledge of the School's policies, among other things.

## **TERMINATION OF EMPLOYMENT**

Employment with the School is at-will. Consequently, the School may terminate any employee at any time, with or without notice, and with or without cause, so long as the termination is not for an unlawful reason.

Upon termination of employment, certain health benefits may be continued at the employee's expense, if he/she chooses. Employees will be notified, in writing, of the benefits that may be continued upon termination and of the terms, conditions, and limitations of such continuance.

## **EXIT INTERVIEWS AND PROCEDURES**

Employees leaving employment with the School are asked to contact the Superintendent to obtain instructions on completing an exit interview. Separating employees are asked to provide the School with a forwarding address and phone number. All School keys, books, property, and equipment must be returned upon separation from employment. The School may withhold the cost of any item not returned from the employee's final paycheck.

# **VI. JOB EXPECTATIONS AND PERFORMANCE**

## **GENERAL EMPLOYEE PERFORMANCE EXPECTATIONS**

All employees are expected to meet reasonable workplace standards and goals, and are expected to fulfill all obligations in their job descriptions professionally and to the best of their ability. Employees are also expected to understand the School's Mission, Vision, and Essentials, and to promote them through employee job performance.

## **CERTIFIED EMPLOYEE PERFORMANCE CRITERIA**

In addition to other conduct-related requirements in this Handbook, certified employees must adhere to certain criteria to ensure that students receive quality, cognitive, and effective education. The Board requires all teachers to serve as positive role models for School students.

In achieving these objectives, certified employees are required to meet certain performance criteria including, but not limited to:

1. Properly prepare for student instruction.
2. Fully utilize instructional time for learning activities.
3. Maintain students under active supervision at all times.
4. Assess student performance in a regular and accurate manner.
5. Modify instructional goals to meet the needs of each student.
6. Comply with administrative directives.
7. Motivate students to achieve learning objectives.
8. Communicate with students in a professional and respectful manner.
9. Maintain relationships with students in a professional teacher-student model.
10. Review and comply with School policies, regulations, as well as related building rules and practices.
11. Properly operate and maintain the School's property.
12. Utilize the School's technology solely for the School's business.
13. Maintain required records and submit requested reports in a timely manner.
14. Comply with all safety guidelines and directives.
15. Refrain from the use of profane and obscene language.
16. Dress in a professional manner.
17. Attend to all duties in a punctual manner.

## **PERFORMANCE EVALUATIONS**

All employees will receive constructive feedback throughout their employment, as well as periodic performance evaluations, at least once per year. The purpose of evaluations is to provide feedback for employees' professional growth and to ensure that employees meet reasonable workplace standards and goals. For certified employees, evaluations will be conducted with an emphasis on demonstrating effective teaching practices to increase student learning and teacher accountability for student progress.

The Superintendent, Principals, Assistant Principals, or their designees are responsible for staff observations and evaluations.

## **PERSONNEL RECORDS AND DATA**

You are responsible for promptly notifying the Business Manager of any changes in your personal data. Personal mailing addresses, telephone numbers, number and names of dependents, marital status, individuals to be contacted in the event of an emergency, beneficiaries, and other such personal information should be accurate and current at all times. If any of your personal data has changed, you should notify the Business Manager no later than one week following the change. Notice of changes of telephone numbers should be made no later than the day following the change.

## **FAMILY HANDBOOK**

Teachers must be familiar with, understand, and comply with the Family Handbook, which is provided to families and employees on a yearly basis.

## **SUBSTITUTE BINDERS**

Substitute teachers who are not regular school staff should not be given access to the Student Information System (“SIS”). Rather, teachers must create binders for substitutes containing information such as the following:

- Class lists;
- Seating charts;
- Emergency lesson plans;
  - NOTE: Teachers must have emergency lesson plans available in their rooms at all times or be prepared to submit lesson plans to the School before any substitute needs them.
- Classroom routines, behavior expectations, and consequences;
- Extra work such as worksheets;
- Information concerning any special needs students; and/or
- Any other necessary information pertinent to the classroom.

Teachers are responsible for keeping the Substitute Binders up to date and for providing emergency lesson plans adequate to cover unforeseen absences lasting at least two days. For foreseen leaves of absences, the lesson plans should be adequate to cover the anticipated absence.

Teachers may be required to provide this information electronically. If this is done, teachers must also provide physical copies of work for students in the event of internet outage or broken/missing student computers.

## **VII. OPERATIONS**

### **CAFETERIA KITCHEN**

To ensure cleanliness and compliance with health department standards, only Food Service personnel may enter the kitchen. All other employees may go to the kitchen doors or serving windows to request items from the Food Service staff. Food Service staff shall not lend items to classrooms and teachers.

### **CALENDAR**

The School's master calendar is available through Google Calendar. Any changes and additions to the calendar and/or master schedule are approved by the Superintendent. Field trips and events require administrative approval.

### **CANDLES, SPACE HEATERS, AND OTHER PROHIBITED ITEMS**

Absent prior approval by the Superintendent, candles, space heaters, Christmas lights, and other additional sources of heat or lighting not provided by the School are prohibited on School premises. Wax burners, scented plug-ins, and other fragrance-related products are also prohibited on School premises.

### **SCHOOL SAFETY PLAN AND EMERGENCY CLOSING PROCEDURES**

The Board has authorized the Superintendent to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

The School's Facilities Director coordinates safety and emergency procedures. The School's Emergency Action Plan outlines the processes to be utilized during fire, storm, or tornado emergency situations. Drills will be conducted periodically to ensure teacher and student preparedness for these types of emergencies. Teachers and staff are expected to be familiar with, understand, and comply with the Emergency Action Plan.

The School's Emergency Action Plan addresses situations requiring lock down of the school, including, but not limited to, active shooter and/or intruder situations. The School's Facilities Director coordinates safety and emergency procedures, and drills will be conducted periodically, as outlined in the Emergency Action Plan, to ensure teacher and student preparedness for emergency situations. Teachers and staff are expected to be familiar with, understand, and comply with the Emergency Action Plan.

Brookside Charter activities, defined as extracurricular events, activities, clubs, competitions, and the like, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The Superintendent shall communicate with students and parents in a timely manner regarding the cancellation of these activities. At the Superintendent's discretion, school activities as defined above, may be canceled even after

operation of a regular school day if conditions exist to warrant such suspension. The Superintendent will communicate with students and parents in a timely manner regarding the cancellation of these activities.

## **HALLWAYS**

Teachers must abide by the following guidelines with respect to School hallways:

1. Hallways must always be kept free from obstructions – no chairs, desks, tables, unsupervised students on the floor, etc.
2. Teachers must position themselves to supervise students at all times.
3. Teachers and students must walk, and not run, in the hallways.
4. Teachers, students, and staff must use quiet voices in the hallways.
5. Students should refrain from touching the walls in order to keep them clean.
6. Teachers must require students to walk the hallways in orderly lines on the right side of the hallway.
7. Students must respect others' personal space by keeping their hands and feet to themselves.
8. Hall passes may be utilized, with criteria set by the administration.
9. K-5 teachers must always accompany their classes to their next destination.
10. 6-8 grade teachers, in conjunction with the Administration, will facilitate students' movement throughout the building and monitor behavior in the hallways and stairs.

## **OFFICE AREA RESTRICTIONS**

The office work areas are for official use by office personnel only. Office staff will provide access to student records for authorized personnel. Other employees must conduct business with office staff from the public side of the office counters. Only office personnel may use the phones and photocopiers in the offices. Employees may not take breaks in or around the offices.

## **ORDERING SUPPLIES**

Employees must make requests for supplies in writing to their Building Administrator. The administration approves all purchase requests. The School will not honor reimbursements for unauthorized purchases.

## **PETS**

Pets are not allowed on School premises or the playground without prior approval from the Building Administrator. An individual requiring a service animal may bring the service animal on School premises and the playground.

## **REFRIGERATORS AND MICROWAVES**

Refrigerators and microwaves are supplied by the School and available for faculty members. No personal refrigerators or microwaves are permitted and no refrigerators or microwaves are permitted in classrooms.

## **VIII. CARE AND USE OF SCHOOL AND OTHER PROPERTY**

### **COMPUTERS AND OTHER SCHOOL-ISSUED ELECTRONIC DEVICES**

Employees will be issued electronic devices by the School. Employees must perform school-related work on these School-issued electronic devices.

Employees issued electronic devices must sign an Employee Device Agreement affirming the employee's responsibility to appropriately use and care for the device(s), and employee's agreement to reimburse the School the cost of repair and/or replacement. (See Appendix C.) Reimbursements may be deducted from employee's pay if not paid promptly by employees. Employees' use of electronic equipment or devices must comply with Section V of this Handbook.

### **IDENTIFICATION BADGES, KEYS, AND RADIOS**

All employees are issued photo identification badges and lanyards that they are required to wear daily on School premises. Photo identification badges remain the property of the School and must be returned to the School upon resignation, retirement, or termination, or upon the School's request. Employees may not give their photo identification badges to students for any purpose.

Classroom teachers will be issued keys for their rooms. Additionally, employees may sign out certain administrative keys and radios. These items must be kept in the responsible employee's sole possession and only employees may use these items. Employees may not give these items to students under any circumstances.

If school-issued keys, ID badges, or radios are lost, stolen, or misplaced, the responsible staff member will be charged \$100.00 per Administrative key, \$25.00 per Teacher key and/or ID badge, and \$200.00 per radio. The responsible staff member will have 10 days to pay the total or this amount will be deducted from his or her payroll check. The value of any items not returned at termination will be deducted from final pay.

### **PERSONAL ITEMS**

The School is not responsible for lost, stolen, or damaged personal items. Employees who bring personal items onto School premises do so at their own risk.

Classroom doors should be closed and locked at all times when the classroom is empty.

## **PROPERTY OF THE SCHOOL**

Damaging, destroying, or wasting School property or materials is not acceptable. Employees are expected to take proper care of School property, including, but not limited to:

- Turning off lights when leaving rooms, including restrooms.
- Picking up paper or trash in the hallways.
- Picking up paper and items from classroom floors.
- Caring for walls and hallways, especially when attaching items to the wall. See the Facilities Director for further information about attaching items to walls.
- Picking up items rather than sliding things across the floor to prevent scratches.

Theft of any School property may result in disciplinary action, up to and including immediate termination, and prosecution to the full extent of the law.

## **RETURN OF SCHOOL PROPERTY**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. The Business Manager is responsible for maintaining a current inventory of the School-owned property assigned to each employee. Employees must return all property immediately upon request by the School, or upon termination of employment. Items include, but are not limited to: keys to desks, files, or doors; computers; computer software; cellular phones; School handbooks and/or manuals; computer printouts; confidential documents; expense reimbursement reports; School credit cards; photo identification cards and lanyards; and any other access cards.

Items or materials known to be the property of the School must be returned to administration on or before an employee's last day of employment. The School may take any action deemed necessary to protect or recover any of its property not returned at the time of separation. If any employee fails to return any property belonging to the School, he/she will be responsible for reimbursing the School for the value of the item. Such amount may be deducted from employee's wages.

## **IX. STUDENT-RELATED POLICIES**

### **504 PLANS, INDIVIDUALIZED EDUCATION PLANS, AND SPECIAL EDUCATION REFERRALS**

#### *Section 504 of the Rehabilitation Act of 1973*

Section 504 of the Rehabilitation Act of 1973 requires educational institutions and districts to provide to students with disabilities appropriate educational services designed to meet the individual needs of such students to the same extent as the needs of students without disabilities are met. Qualifying educational institutions or school districts must establish standards and

procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability.

Teachers will receive training in identifying students who might qualify for a 504 Plan and the evaluation process. Teachers who suspect that a student might qualify for a 504 Plan are required to notify the Special Education Coordinator immediately. Teachers who receive parent/family requests for 504 Plan consideration must notify the Special Education Coordinator immediately.

Any questions concerning 504 Plans or application of Section 504 should be directed to the School's Special Education Coordinator.

### *Individuals With Disabilities Education Act and Individualized Education Programs*

The Individuals With Disabilities Education Act ("IDEA") exists to ensure that all children with disabilities are provided a free appropriate public education, with an emphasis on special education and related services designed to meet students' unique needs. The IDEA provides for evaluations of students who may qualify as a "child with a disability" and be entitled to services under the statute, including an Individualized Education Program ("IEP").

Teachers will receive training in identifying students who might qualify for IEPs and the evaluation process. Teachers who suspect that a student might qualify for a 504 Plan are required to notify the Special Education Coordinator immediately. Teachers who receive parent/family requests for IEP consideration must notify the Special Education Coordinator immediately.

Any questions concerning IEPs or application of the IDEA to any student should be directed to the School's Special Education Coordinator.

## **CONFIDENTIAL STUDENT INFORMATION**

From time to time during their employment with the School, employees may receive or possess confidential information relating to School students. Information relating to students known as "education records" are protected by the Family Educational Rights and Privacy Act ("FERPA") and state law. FERPA is a federal law that affords parents the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns eighteen (18) years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student ("eligible student").

Education records are records that relate directly to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K-12 level), student financial information (at the postsecondary level), and student discipline files.

Generally, employees may not disclose a student's education records to anyone other than the custodial or noncustodial parent without written permission, with certain exceptions. First, a



school may disclose personally identifiable information from education records without consent to a “school official” if the school has first determined that the official has a “legitimate educational interest” in obtaining access to the information for the school. A school official generally has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Second, FERPA permits a school to disclose personally identifiable information from a student’s education records, without consent, to another school in which the student seeks or intends to enroll. The sending school may make the disclosure if it has included in its annual notification of rights a statement that it forwards education records in such circumstances. Otherwise, the school must make a reasonable attempt to notify the parent in advance of making the disclosure, unless the parent or eligible student has initiated the disclosure. The school must also provide a parent with a copy of the records that were released if requested by the parent.

Third, FERPA permits a school non-consensually to disclose personally identifiable information from a student’s education records when such information has been appropriately designated as directory information. “Directory information” is defined as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information could include information such as the student’s name, address, e-mail address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended, photograph, grade level (such as 11th grade or junior year), and enrollment status (full-time or part-time). Any request for information fitting into this category should be directed to the Superintendent or his/her designee.

There are several other exceptions to FERPA’s prohibition against non-consensual disclosure of personally identifiable information from education records. Under certain conditions (specified in the FERPA regulations, 34 C.F.R. Part 99), a school may non-consensually disclose personally identifiable information from education records:

- to authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the U.S. Secretary of Education, and State and local educational authorities for audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs;
- in connection with financial aid for which the student has applied or received;
- to state and local authorities pursuant to a State statute concerning the juvenile justice system and the system’s ability to effectively serve the student whose records are being disclosed;
- to organizations conducting studies for or on behalf of the school making the disclosure for the purposes of administering predictive tests, administering student aid programs, or improving instruction;

- to comply with a judicial order or a lawfully issued subpoena; and
- in connection with a health or safety emergency.

As stated above, the conditions specified in the FERPA regulations have to be met before a school may non-consensually disclose personally identifiable information from education records in connection with any of the exceptions mentioned above.

Teachers have access to student records kept in the School's offices. Records may not be removed from the School's offices. Teachers may not make copies of student records for themselves or any other person. Only office staff may make copies of student records for authorized purposes. Any questions concerning application of FERPA should be directed to the Superintendent, and any requests for education records other than from a parent or guardian should be directed to and handled by the administration or office staff.

If a teacher is asked to complete a recommendation for a student, the recommendation must be approved by the administration prior to providing the recommendation to the student's parents or guardians.

Any employee failing to comply with the requirements of FERPA or this Section are subject to discipline, up to and including termination of employment. Any questions concerning compliance with FERPA or this Section should be directed to the Superintendent.

## **STUDENT ATTENDANCE**

If a student is absent more than three (3) days without previous notice, the homeroom teacher will first contact the building secretary to ensure there has not been a prior notification. If the school has not been notified of absence, the teacher shall call the parent or other Educational Decision Maker to investigate the cause for the absences. If the homeroom teacher has information from the family about absences or potential removal from the school that warrants administration involvement, the teacher shall notify the Building Administrator. The homeroom teacher shall also request from the parent or other Educational Decision Maker a written explanation for the absences to be reported to the office staff.

## **RESPONSE TO POTENTIAL SUICIDAL BEHAVIOR**

All Brookside Charter employees have the responsibility to act upon information regarding attempted, threatened, or suspected suicidal acts by following School regulations. The regulations provide guidance in recognizing students who contemplate suicide and in responding to threatened or attempted suicide.

In addition, School employees are required by law to make formal contact with designated School personnel, i.e., the Principal or designee, as outlined in the regulations. They shall also communicate the information to a parent/guardian/family member and refer them to an appropriate agency or professional services. Costs of these services are the responsibility of the parent/guardian/family.

The issue of confidentiality does not apply in the event of a life-threatening situation.

## **STUDENT DISCIPLINE**

See Discipline section of Family Handbook.

## **STUDENT HEALTH ISSUES**

Students who are ill or injured shall be sent to the School Nurse for assessment and treatment, if needed. The Nurse, or office staff in the absence of the School Nurse, will determine treatment and if the child may return to class. In the event of an emergency involving any student, however, a school administrator shall immediately contact emergency medical services by calling 911. The School Nurse also handles all medication dispensing for any student consistent with the School's Medication Policy.

In the event any student is injured while at School, the School Nurse shall complete an Accident Report to be sent home to the student's family. The Accident Report shall outline the circumstances surrounding the injury and any treatment that was provided in response. Administrative staff may add any comments and give the report to families to sign and return.

The School Nurse is also responsible for notifying teachers about any students' health issues that teachers need to be aware of including, but not limited to, asthma, hemophilia, diabetes, and allergies.

The School does not provide medical insurance to pay for medical expenses when students are injured at school. This is the responsibility of the parents/guardians or legal liability insurance. Parents/guardians should be prepared to pay for their child's possible medical expenses.

All student health information is protected from unauthorized disclosure by the Health Insurance Portability and Accountability Act ("HIPAA"). All School personnel, including the Nurse who may have access to such information pursuant to parental consent, shall exercise great care in maintaining the confidentiality of all student health information. All student health records are maintained by the School Nurse separately from any other records.

## **OUTBREAK CONTROL / EXCLUSION GUIDELINES FOR ILL STUDENTS AND STAFF**

In addition to the Outbreak Control policy below, please carefully review Pandemic Protocols for Employees in Appendix D of this Handbook and Pandemic Protocols for Families in Appendix A of the Brookside Charter Family Handbook.

Brookside Charter has implemented reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health publication PACH-16, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the office of the Superintendent. While process and procedure are set forth in more detail in that Guide, students and staff should not attend classes or other school-sponsored activities, if they (1) have, or have been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious

disease; and (2) are liable to transmit the contagious or infectious disease, unless the Superintendent or School Nurse has determined, based upon medical evidence, that the student:

- (1) no longer has the disease;
- (2) is not in the contagious or infectious stage of an acute disease; or
- (3) has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

More specifically, students and staff should NOT attend school under the following circumstances:

#### *General Illness*

Unable to participate in routine activities or needs more care than can be provided by school staff.

#### *Fever*

Until the student or staff member has been free of a fever for at least 24 hours or until a medical exam indicates that it is not due to a communicable disease. A child's normal body temperature varies with age, general health, activity level, the time of day and how much clothing the child is wearing. Everyone's temperature tends to be lower early in the morning and higher between late afternoon and early evening. Body temperature also will be slightly higher with strenuous exercise.

Most medical professionals define fever as a body core temperature elevation above 100.4°F (38°C) and a fever which remains below 102°F (39°C) is considered a low-grade fever. When determining whether exclusion because of fever is needed, a number of issues should be evaluated: recorded temperature; is the fever accompanied by behavior changes, headache, stiff neck, difficulty breathing, rash, sore throat, and/or other signs or symptoms of illness; and if the individual is unable to participate in routine activities. Anyone who has an elevated body temperature that is not excluded should be closely monitored for possible change(s) in condition. A temperature should be measured before giving medications to reduce the fever.

#### *Possible Severe Illness*

Until a healthcare provider has done an evaluation to rule out severe illness when a student or staff member is unusually tired, has uncontrolled coughing, unexplained irritability, persistent crying, difficulty breathing, wheezing, or exhibits other unusual signs.

#### *Diarrhea*

Until the student or staff has been free of diarrhea for at least 24 hours or until a medical exam indicates that it is not due to a communicable disease. Diarrhea is defined as an increased number of stools compared with a normal pattern, along with decreased stool form and/or stools that are watery, bloody, or contain mucus.

#### *Vomiting*

Vomiting two or more times in the previous 24 hours, unless determined to be caused by a non-communicable condition and the individual is not in danger of dehydration.

#### *Mouth Sores with Drooling*

Until a medical exam indicates the student or staff may return or until sores have healed.

#### *Rash with Fever or Behavior Change*

Until a medical exam indicates these symptoms are not those of a communicable disease that requires exclusion.

#### *Eye Drainage*

When purulent (pus) drainage and/or fever or eye pain is present, unless a medical exam indicates that the student or staff may return.

#### *Unusual Color of Skin, Eyes, Stool, or Urine*

Until a medical exam indicates the individual does not have hepatitis A. Symptoms of hepatitis A include yellow eyes or skin (jaundice), gray or white stools, or dark (tea or cola-colored) urine.

### **MEDICATION ADMINISTRATION**

#### *By the School Nurse*

The Brookside Charter School Nurse is the only Brookside Charter School staff authorized to dispense medications or other health-related products. Medications will be stored in a secured cabinet or refrigerator in the School Nurse's Office. Brookside Charter reserves the right to refuse to administer certain types of medication (at the discretion of the School Nurse or the Superintendent) when such administration could prove harmful to staff or student without proper training or direction of a doctor. In that instance, parents/guardians will be notified.

The School Nurse may provide assistance with dispensing medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

- Prescription drugs must be in the original container, bear the name of the student, the name of the physician, and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container, as well.
- A parent or guardian must complete and sign a medication dispensing form. Brookside Charter School staff does not administer any medications or other health-related products (e.g., prescription medication, over-the-counter medication, lotion, lip balm, antiseptics, cough drops) without the written permission of the child's parent/guardian.
- The School Nurse (or other designated employee in the event the School Nurse is unavailable) shall document any medication taken by a student and maintain the written report in the School Nurse's office.

### *By the Student*

Self-managed administration of medication (e.g., inhalers/nebulizers, blood glucose/insulin, EpiPens) is permitted so long as the following requirements of state law are satisfied: (1) student has his/her parent/guardian's written permission; (2) student has demonstrated to his/her physician and the School Nurse the skill level necessary to use the medication and any device necessary for prescribed administration; (3) student's physician has approved and signed a written treatment plan that includes a statement permitting student self-administration; (4) the parent/guardian has submitted to the School any required written documentation; and (5) the parent/guardian has signed a statement acknowledging that the School and its employees or agents shall incur no liability as a result of any injury arising from the student's self-administration or the administration by School staff. Students must self-administer their medications in the presence of Brookside Charter School staff. Parents/guardians must pick up excess or unused medications from the School Nurse's Office. Medications may only be transported by a parent/guardian.

### *Emergency Medication Administration*

Students' personal emergency medications such as an epinephrine auto injector (Epi-Pen) must accompany the student on all scheduled field trips. This includes only those emergency medications that the Missouri State Board of Nursing has deemed allowable to delegate its administration by a non-health provider such as a teacher. The parent/guardian is responsible for providing emergency medications to Brookside Charter School. If the emergency medication has not been provided or is expired, the student may not attend the field trip.

Brookside Charter School will attempt to identify students with life-threatening allergies, including food allergies. At enrollment, the person enrolling the student will be asked to provide information on any allergies the student may have. Information about individual students with allergies will be provided to staff members and others who need to know the information to provide a safe learning environment for the student. Information about individual students with allergies will be shared with students and others who do not have a legitimate educational interest in the information only to the extent authorized by the parent/guardian or as otherwise permitted by law, including the Family Educational Rights and Privacy Act.

Response to an allergic reaction shall be in accordance with established procedures, including application of the student's 504 Plan or IHP/EAP. In the event of anaphylaxis (a life-threatening allergic reaction that may be triggered by a food allergy, insect bite, or drug allergy), an Epi-Pen will be used by school personnel and 911 will be notified.

### **CHILDCARE OUTSIDE OF SCHOOL HOURS**

Some certified employees might want to provide childcare services during evenings and weekends outside School premises. Such childcare services are not authorized, approved, or sanctioned by the School, but are not prohibited. Certified employees who provide such childcare services are not acting as representatives of the School if they provide childcare services during evenings and weekends outside School premises. The School neither encourages

nor discourage childcare activities away from the premises, and the School accepts no responsibility or liability for such childcare services.

## **CAFETERIA POLICY**

The Operations Director is responsible for monitoring all Food Service Staff and other cafeteria supervisors for the safe and efficient operation of the food service line and cafeteria.

To ensure the efficient operation of the cafeteria, classroom teachers must get students to the cafeteria and pick up students from the cafeteria at their designated times. To the extent possible, classroom teachers should have students use the restroom either before or after lunch.

Teachers will be provided specific cafeteria supervision assignments for monitoring students in the cafeteria. Teachers must adhere to the following rules while supervising students in the cafeteria:

1. Students must be supervised at all times.
2. A member of the kitchen staff must ensure that students properly use the 10-key machine at the point-of-service station.
3. Hand sanitizer is provided at the point-of-service station when students first enter the food line. Students should sanitize their hands before retrieving food.
4. Cafeteria supervisors must ensure that all children are provided one carton of milk, including those children who receive school lunches and who bring their own lunches. Students may not have more than one carton of milk.
5. Student use of the restroom during lunch should be limited and well-supervised, with only one (1) to two (2) students using the restroom at a time and no “buddies.”
6. Cafeteria supervisors for elementary students must maintain quiet (no talking) during the first five (5) to ten (10) minutes of the lunch period to ensure that students eat. During this time, cafeteria supervisors may engage in quiet conversation.
7. Students must be given the last ten (10) minutes for conversation and socialization. This conversation and socialization period cannot be removed as a disciplinary measure.
8. Students should not be isolated from their classmates except for rare occurrences when they need to calm down before returning to the group. Isolation/punishment during lunch for classroom infractions is strictly forbidden.
9. Students must stay in their seats until it is time for dismissal from the cafeteria. Students may then discard their trash.
10. Students are not permitted to have second portions of food.
11. Students may not share food.

12. Although soda and candy are unhealthy, teachers cannot take these items from students who have received these items from their parents. Employees may speak with families about sending appropriate and healthy lunch options for their children.
13. Cafeteria supervisors should ensure that each student picks up trash in his/her area from the table and the floor and that children clean up any messes they make on the tables or floor.
14. Students must carry closed milk cartons to the trash.
15. Students must remain seated unless a cafeteria supervisor gives them permission to go to the restroom.

Students must use quiet voices and proper table manners. Cafeteria supervisors and classroom teachers may elect to discuss proper manners with their students.

## **X. CLASSROOM, CURRICULUM, AND ASSESSMENT POLICIES**

### **BIRTHDAY PARTIES (K-5)**

Classroom teachers determine birthday party guidelines for their students' families, preferably with consistency among grade-level teams. Parties generally should be limited to thirty (30) minutes at the end of the school day with minimal treats and activities. Grade-level teams may prepare descriptions of birthday party processes to provide to families in advance.

### **BULLETIN BOARDS**

Teachers are expected to decorate the bulletin boards in their classrooms and in the hallway outside their classrooms. Decorations are expected to be age-appropriate and changed at least quarterly. Student work (art, stories, projects, etc.) should constitute the majority of bulletin board decorations throughout the school year. Student work should not have students' full names. Teachers must reserve a board or section of a board for parent information such as class schedule and event announcements.

### **COMMUNICATIONS, CONFERENCES, AND GRADE CARDS/PROGRESS REPORTS**

Clear and effective communication with students and families is a crucial component of the positive learning experience that the School seeks to provide. To that end, teachers are expected to make at least one (1) documented positive contact per month with each homeroom student's family.

All communications with families concerning School or student-related matters should be documented in SIS. All communications with families regarding students must comply with the confidentiality requirements in FERPA and HIPAA.



## *In-Person Communications With Students and Families*

### General Provisions

When meeting with students on an individualized basis, School staff should make every effort to protect the confidentiality of information relating to that student, for example, by meeting with parents and students privately where other students or family members cannot overhear the conversation. When circumstances may require a face-to-face meeting with a student alone, School staff should leave the door to the meeting room open for the duration of the meeting, but make every effort to protect the confidentiality of the information being discussed.

### Parent/Student/Teacher Conferences

Parent/student/teacher conferences shall be scheduled in fall and spring of each school year. Families and teachers may schedule additional conferences as needed. Topics to be addressed at parent/student/teacher conference may include:

- First quarter grades
- Third quarter grades
- Assessment data
- Student-led sharing of their Leadership Notebooks and goals

### Communications Among School Personnel Concerning Student-Related Issues

Office staff sometimes receive phone calls from parents; thus, staff must be as informed as possible to be able to answer questions. Teachers are responsible for informing office staff about special activities or changes of routine that may generate questions or calls from families. Teachers must also provide office staff with copies of any written communications that are sent home.

Staff will communicate absences, tardies, early dismissals, alterations in pick-up arrangements, etc. to classroom teachers through SIS.

### Grade Cards and Progress Reports

Teachers are required to report periodically on the academic progress of students. Reporting student progress to families requires documentation, including grades, assessments, and other measures, based upon the School's Curriculum Standards.

Mid-quarter ("mid-term") Progress Reports shall be issued halfway through each academic quarter, except for the first quarter. These reports shall outline student progress as well as any hindrances to learning but should not provide academic grades.

Grade cards will be issued once per quarter and should provide academic grades. All academic grades and grade card data must be logged in SIS.

## **CLASSROOM CLEANLINESS**

Teachers are responsible for keeping their classrooms clean and orderly. Students do not function well in clutter and need the School to be a role model for organization. To ensure that classrooms remain clean and orderly, teachers should do the following:

- Teach children to pick up any items that fall on the floors.
- Control and avoid clutter by storing items in proper containers.
- Stack or place chairs on top of desks before the end of the day.
- Turn lights off when leaving the room – including restrooms.
- Care for walls and hallways throughout the year.
- Carry items rather than sliding them across the floor.

## **CLASSROOM LIBRARIES**

Each classroom must have a library. Teachers must have a check-out procedure to ensure that books are returned to school.

Instructional Coaches are available to provide direction for inventory as well as suggestions for using the libraries with students.

## **EFFECTIVE CLASSROOM MANAGEMENT**

With proactive, effective classroom management, discipline issues are reduced, and more learning occurs. Seasoned and new faculty can benefit from reflecting on the structures and procedures they have in their classroom. The key to successful teaching is to identify any potential management problem and then create a solution to eliminate the problem. Proactive management requires teaching, modeling, and practicing behaviors so that they become routine.

Teachers who implement effective teaching and proactive classroom management are expected to do the following:

- De-escalate, not escalate, situations.
- Keep students in the classroom.
- Provide direct instruction early in the year about expected behavior, routines, and procedures.
- Consistently review and remind students about classroom expectations.
- Model behaviors that promote safety, care, and belonging.
- Work with support from School administration and other colleagues after any critical situation to find ways to prevent future incidents.

- Focus on lessons while always monitoring student behavior and interactions.

Teachers should expect and encourage all students to model the following expected behaviors:

- Work without disturbing others.
- Obtain and return materials to appropriate places.
- Complete work.
- Seek help, when needed, in an appropriate manner.
- Follow routines with reminders as needed.
- Respond to teachers' signals.
- Select appropriate activities when completing tasks early.
- Use inside and outside voices appropriately.
- Manage supplies and materials.
- Appropriately handle transition times.
- Line up in a timely and appropriate manner.
- Walk appropriately in the hallways and throughout the building.

## **CODE OF ETHICS**

Certified employees must adhere to the following principles, as adapted from the “Code of Ethical Conduct” of the National Association for the Education of Young Children:

### *Ethical responsibilities to students and families*

- The welfare of students is the deciding factor in our decisions, and teachers shall not participate in or overlook practices in themselves and others that are harmful to children.
- Teachers will provide meaningful educational experiences for students.
- Teachers will honor confidentiality obligations as stated under applicable law and share information about students only in appropriate settings.

### *Ethical responsibilities to other employees*

- When there is a concern regarding an employee's competence, fairness, ethics, or accuracy, teachers must first express concerns to that colleague with polite professionalism.
- When an employee appears unwilling or unable to address problems, teachers should report concerns to the Building Administrator.

## **DATA TEAMS**

Data teams are the center of the curriculum and instruction collaboration process that the School uses to implement The Leader in Me™ principles. Data teams, whether general grade level or content area data teams, use data to drive decision-making through a process of examining student work, applying instructional strategies, and monitoring student learning. The Principal coordinates the data team process and implementation.

## **FIELD TRIPS AND CLASS ACTIVITIES**

Teachers and the administration jointly plan field trips based upon relevance to the curriculum. The administration makes the final approval and arrangements for field trips. Guest speakers are encouraged for “in school” field trips. Each grade level shall have one (1) to two (2) field trips per year.

Only School personnel, students, and approved family members may attend field trips. This is important for supervising School students and insurance coverage. Students must ride to and from field trips on the bus and not with their parents in cars. All volunteers or chaperones for School field trips must comply with the Board-enacted chaperones policy.

## **GRADE LEVEL/CONTENT AREA MEETINGS**

Grade level/content area data team meetings are scheduled during common planning times throughout the week. Topics for data team meetings include:

- Data team implementation and tracking
- Progress on curriculum/instruction
- Curriculum mapping implementation
- The Leader in Me™ as implemented in the particular grade level
- Assessments
- Field trips and activities

Administrators may attend data team meetings with topics for discussion.

Teachers are also provided common planning time every day to collaborate on lesson plans and upcoming activities.

## **PLEDGE OF ALLEGIANCE**

Students are required by state law to recite the Pledge of Allegiance at least once each week. The Pledge of Allegiance is part of the School’s daily morning announcements.

## **PROFESSIONAL DEVELOPMENT**

Each employee is required to log professional development (“PD”) hours in the “PD Registry” throughout the year as sessions and job-imbedded (one-on-one) training occur. In addition to the August PD and Staff Work Week schedules, certified employees participate in PD sessions scheduled throughout the year. PD emphasizes data teams, curriculum and instruction, The Leader in Me™, and safety issues.

In addition, outside consultants may provide whole faculty, small group, and individual PD. Participation in outside conferences and workshops is generally rarely necessary and must be approved by the Superintendent in advance.

The School reports all PD hours to the Missouri Department of Elementary and Secondary Education each year.

## **SUPERVISION**

Teachers may not leave the classroom unattended for even a few minutes. In case of emergency, a teacher may ask the teacher next door to watch the class, or the teacher may contact office staff for help. Children must always be in their assigned locations and with their assigned staff person.

## **XI. SAFETY, REPORTING, AND CONFLICT RESOLUTION**

### **PROHIBITION AGAINST BULLYING**

Brookside Charter is committed to maintaining an environment free from any form of bullying or intimidation. Brookside strictly prohibits bullying on school grounds, during school time, at a school-sponsored activity, or in a school-related context.

“Bullying” means intimidation or harassment that causes a student to fear for his or her physical and/or emotional safety or property. Bullying may consist of physical actions, including gestures, or oral, cyber-bullying, electronic, or written communication, and any threat of retaliation for reporting acts of bullying.

“Cyber-bullying” means bullying through the transmission of a communication including, but not limited to, a message, text, sound, or image by means of an electronic device including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or tablet. Brookside may prohibit and/or discipline students for cyber-bullying that originates on School property or at any School activity. This includes using the school's technological resources to send the electronic communication, if there is a sufficient nexus to the educational environment, or if the electronic communication was made on Brookside’s property or at a school activity using the student's own personal technological resources. Further, students who engage in acts of misconduct off of school property that adversely impacts the education of Brookside students are subject to discipline.

Brookside employees are required to report any instance of bullying they witness within 24 hours of the occurrence. Employees must report such occurrences to the Building Administrator.

If the Superintendent receives a report of an incident of bullying, he or she shall initiate an investigation into the allegations within two (2) school days of receipt of the report. The Superintendent may assign other employees to assist in the investigation, including, assigning an outside investigator. The investigation shall be complete within ten (10) school days from the date of the written report of bullying unless good cause exists to extend the investigation.

No employee or student who reports an act of bullying shall be subject to reprisal or retaliation for making such a report. Any person who engages in reprisal or retaliation against an employee or student who reports an act of bullying shall be subject to disciplinary action.

Brookside shall provide information and appropriate training regarding the policy to staff members that have significant contact with students. All staff with significant student contact will receive training on the requirements of this policy on an annual basis. Brookside shall instruct its school counselors, school social workers, licensed social workers, and mental health professionals to educate students who are victims of bullying on techniques for students to overcome the negative effects of bullying. Such techniques include but are not limited to: cultivating the student's self-worth and self-esteem; teaching the student to defend oneself assertively and effectively; helping the student develop social skills or encouraging the student to develop an internal locus of control. Administrators and community partners will implement programs and other initiatives to address bullying, to respond to such conduct in a manner that does not stigmatize the victim, and to make resources or referrals available to victims of bullying.

## **PREVENTING VIOLENCE**

### *Zero-Tolerance Policy for Violence*

The School has a zero-tolerance policy for violence on School grounds. If any employee engages in any violence in the workplace, or threatens violence in the workplace, his or her employment may be terminated immediately. No talk or joking about violence will be tolerated. For purposes of this Section, "violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this Section to ensure that no one associated with the School, including its employees, students, and visitors, ever feels threatened by any employee's actions or conduct.

### *All Weapons Prohibited*

The School prohibits the possession of firearms and other weapons on School premises at all times, except for possession by duly-authorized law enforcement officials acting in their official capacity. This prohibition applies to all persons, including employees. "School premises" includes all Brookside Charter buildings, grounds, vehicles, and all parking areas. This prohibition also extends to on-site and off-site school activities, whether or not those school activities occur on Brookside Charter property. For clarity, weapons may not be stored in

employees' vehicles while on School premises. The weapons prohibition applies regardless of whether the employee has a valid permit to carry a concealed firearm.

Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy. Employees should notify the Building Administrator of any weapon on School premises. Brookside Charter will notify law enforcement officials and the individual violating this policy or the equivalent policy in the Family Handbook must leave the premises.

A weapon may include any of the following:

- any of the weapons listed under Notice Provision Missouri Safe Schools Act, Section II
- knife (see statutory definition under Notice Provision Missouri Safe Schools Act, Section II)
- ordinary pocket knife or an instrument with a blade measuring four inches or less in length
- pen knives
- projectile weapon (e.g., pellet gun, BB gun, slingshot, bow, crossbow, etc.)
- blackjack
- brass knuckles
- pepper spray
- mace
- tasers and
- normal school supplies, household items, or other materials (examples include, but are not limited to, scissors, nail files, chains, laser beam pointers, razor blades, box cutters, combination and/or padlocks, etc.), which are used to attack, threaten, intimidate, or inflict physical injury or harm on another person, when such items are actually used as a weapon.

### *Inspections*

Desks, telephones, and computers are the property of the School. Accordingly, the School reserves the right to enter or inspect your work area including, but not limited to, desks and computer storage disks, with or without notice. In accordance with School policy, telephone conversations may be monitored and voicemail messages may be retrieved in the process of monitoring for business reasons. Any private conversations overheard during such monitoring, or private messages retrieved, that constitute threats against other individuals can and will be used as the basis for discipline, up to and including termination.

### *Reporting Violence*

All School employees should seek to prevent violence on School grounds. Employees shall report to the Superintendent anything that could indicate danger to anyone. Employees shall also report any incident that may involve a violation of any of the School's policies that are designed to ensure the safety of employees and students, as well as any general concerns relating to employee or student safety. All reports will be investigated and information will be kept confidential to the maximum extent possible.

Employees are also encouraged to report the violent behavior of third parties. Any individual who threatens the health and safety of students or employees, willfully causes property damage, uses profanity and/or offensive language that could provoke a violent reaction, or who has otherwise established a continued pattern of unauthorized entry on school property will be directed to leave school property promptly by the Superintendent. The following procedures should be used to address violent and abusive non-employees:

1. If any member of the public uses obscenities or speaks in a loud, insulting, and/or demeaning manner around students, the employee to whom the remarks are directed will calmly and politely request that the speaker communicate civilly.
2. If the abusive individual does not stop, the employee will verbally notify the abusing individual that the meeting, conference, or telephone conversation is terminated; if the meeting or conference is on school property, the employee shall direct the violent and/or abusive individual to leave promptly.
3. The employee will then immediately notify the Superintendent and/or Principal to obtain help with the situation and to provide a written report of the incident.
4. If the Superintendent believes that an individual will continue to be abusive and/or violent in the future, the Superintendent will send a letter to the individual, outlining any restrictions on the individual's access to School facilities.

The School will not tolerate any retaliation against employees who make reports in good faith under this Section.

### **CORPORAL PUNISHMENT, RESTRAINT, AND SECLUSION**

#### **Corporal Punishment of Brookside Students Is Strictly Forbidden.**

For purposes of this Section, the following definitions apply:

1. "Corporal punishment" means any form of penalty involving bodily contact or humiliation.
2. "Bodily contact" includes, but is not limited to, spanking, hitting, slapping, taping of mouths, putting stickers on mouths, pinching, pulling on arms, or any other use of force deemed unnecessary in a normal disciplinary process.



3. “Humiliation” means any deliberate action, either physical or verbal, which degrades and causes loss of self-esteem to students either in the presence of others or in private, including, but not limited to, screaming, yelling, threatening, calling attention to students in front of other students, punishing in such a way as to cause the student unwarranted embarrassment or teasing or bullying from other students.

Brookside School recognizes that all human beings need discipline. Discipline should be carried out in such a manner as to preserve the dignity of the individual child and for the express purpose of teaching the child to use more appropriate behavior. It is understood that teachers and other personnel of the School will endeavor to administer discipline in such a way as to maintain the dignity and privacy of the child.

The prohibition of corporal punishment will be discussed with each employee at or near the time of hire. This discussion will serve as a first warning. Each employee is required to sign a statement attesting to his or her understanding and adherence to this policy. Thereafter, employees may be either warned a final time or dismissed at the discretion of the Superintendent, as the facts and circumstances of the situation dictate. Any violation of this policy after a second warning will result in discipline, up to and including immediate dismissal.

**Physical Restraint or Seclusion of Brookside Students Is Strictly Prohibited Except as Provided Herein.**

For purposes of this Section, the following definitions apply:

1. “Physical Restraint” means person-to-person physical contact intended to restrict the free movement of all or a portion of a student’s body. Physical Restraint does not include limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing an escort or guidance to a location, intervening in a fight, or providing comfort such as through briefly holding a student’s hand or a welcomed and appropriate hug.
2. “Seclusion” means the confinement of a student alone in an enclosed and locked space or location, from which the student is unable to exit. Seclusion does not include “time-out,” which is a behavioral intervention wherein a student is removed temporarily from the learning activity but not confined. Seclusion likewise does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or other unlocked location.

Seclusion or Physical Restraint shall never be used on any student as a form of discipline or behavior management, except in an emergency situation where the student is an immediate danger to himself or to others, while waiting for law enforcement to arrive, and where the student is not responsive to less intensive behavioral interventions, including verbal directives or other de-escalation techniques.

Seclusion or Physical Restraint shall never be used on any student where contraindicated due to the student’s psychiatric, medical, or physical conditions as described in the student’s educational records.

The use of chemical restraint (e.g., pepper spray or OC spray), mechanical restraint (e.g., a straitjacket or other physical restraint device), or prone restraint (e.g., holding a student face-down) is strictly prohibited.

Physical restraint or seclusion, even if used as permitted under this Section, must be terminated immediately (1) when the student is no longer an immediate danger to himself or others or (2) if the student is observed to be in severe distress.

## **REPORTING AND INVESTIGATING CHILD ABUSE/NEGLECT**

### *Reporting Child Abuse/Neglect*

All School staff must comply with the state child abuse and neglect laws and the mandatory reporting of suspected neglect and/or abuse, as outlined in Section 210.115 of the Missouri Statutes. Any employee who knows or has reasonable cause to suspect that a child has been or may be subjected to abuse or neglect, or who observes a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, shall immediately report the information to the local office of the Missouri Department of Social Services' Children's Division (hereinafter, "Children's Division"). No internal investigation shall be initiated until a report has been made to the Children's Division.

After reporting the information to the Children's Division, the employee with knowledge of abuse/neglect or suspected abuse/neglect must also report the information to the employee's supervisor. No supervisor, administrator, or employee to whom such information is reported may impede or inhibit any reporting under this policy.

No employee making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report. Further, School administrators shall ensure that any employee mandated by law to make a report shall have immediate and unrestricted access to the communication technology necessary to make an immediate report. Employees shall also be temporarily relieved of other work duties for such time as is required to make any mandated report.

In accordance with Missouri law, if a student reports alleged sexual misconduct on the part of a School employee to an employee of the School, the employee who receives the report and a School administrator shall immediately report the allegation to the Children's Division as set forth in law. For purposes of this policy, the term "sexual misconduct" is defined as engaging in any conduct with a student, on or off School property, that constitutes the crime of sexual misconduct or child abuse involving sexual behavior, as determined by the Children's Division.

### *Investigating Child Abuse/Neglect*

When the Children's Division receives a child abuse report (other than situations involving sexual misconduct, which are addressed separately below) alleging that an employee of the School has abused a student, the report shall be immediately referred to the Superintendent (or the President of the Board of Directors in situations concerning the Superintendent), who will conduct an initial investigation. If, after an initial investigation, the investigating official finds

that the report involves an alleged incident of child abuse other than the use of reasonable force to protect persons or property when administered by school personnel pursuant to a written policy of discipline, or that the report was made for the sole purpose of harassing a public school employee, the investigating official shall immediately refer the matter back to the Children's Division and take no further action. All other reports of any nature shall be returned to the Children's Division immediately for investigation.

#### *Harassment or Protection of Persons or Property*

The use of reasonable force to protect persons or property, when administered by school personnel in a reasonable manner in accordance with the school or district's written policy of discipline, is not abuse within the meaning of Missouri Statutes Chapter 210. Thus, if a report to the Children's Division relates to the use of reasonable physical force against a student for the protection of persons or property by any School personnel administered pursuant to School policy, or if it is determined that the sole purpose of the report is to harass a School employee, the superintendent, President of the Board of Directors, or a designee of either, will notify law enforcement of the county in which the alleged incident occurred. No later than forty-eight (48) hours after receiving notice of the report from the Children's Division, the Superintendent (or President of the Board if the incident involves the Superintendent) and law enforcement officer will begin jointly investigating the matter. The Superintendent, President of the Board of Director, and their designees, if any, are authorized to contact and utilize Brookside's attorney to assist in the investigation. Within the first two (2) working days of the investigation, investigators must interview and record statements from the child and the child's parents or guardian.

Once the investigation is concluded, the law enforcement officer and the investigating School personnel will issue separate reports of their findings, no later than seven (7) days after the School receives notice of the allegation from the Children's Division. The resulting reports must contain a statement of conclusion as to whether the preponderance of evidence supports a finding that the alleged incident of child abuse is substantiated or unsubstantiated. The Board of Directors will consider the separate reports and will issue findings and conclusions, if any, within seven (7) days after receiving the last of the two reports. The Board shall issue findings in substantially the following form:

1. The report of the alleged child abuse is unsubstantiated. The law enforcement officer and the investigating Board personnel agree that there was not a preponderance of evidence to substantiate that abuse occurred;
2. The report of the alleged child abuse is substantiated. The law enforcement officer and the investigating School personnel agree that the preponderance of evidence is sufficient to support a finding that the alleged incident of child abuse did occur; or
3. The issue involved in the alleged incident of child abuse is unresolved. The law enforcement officer and the investigating School personnel are unable to agree on their findings and conclusions on the alleged incident.

The School Board's findings and conclusions will be sent to the Children's Division.

#### *Sexual Misconduct Involving an Employee*

The School takes all allegations of sexual misconduct seriously, regardless of the source. In accordance with Missouri law, if a student reports alleged sexual misconduct on the part of a teacher or other School employee to a School employee, the employee who receives the report shall immediately (1) notify the Superintendent (or President of the School Board if the incident involves the superintendent) and (2) report the allegation to the Children's Division. The Children's Division will investigate all allegations of sexual misconduct involving School employees. Brookside School may also investigate the allegations for the purpose of making employment decisions concerning the accused employee, but the School may not investigate the incident for purposes of determining whether the allegations should or should not be substantiated.

#### *Child Abuse/Neglect Reporter's Access to Information Concerning Disposition*

In accordance with Missouri law, any person who is required to report child abuse and neglect and who makes such a report ("reporter"), including School employees, is entitled, upon request, to information from the Children's Division's local office concerning the general disposition of the matter. If the Children's Division determines that a report of child abuse or neglect is unsubstantiated, the reporter may request that the report be referred to the Office of Child Advocate for Children's Protection and Services for additional review.

Any information that any School employee receives from the Children's Division will be kept strictly confidential in accordance with law and will only be shared with School employees who need the information to supervise, counsel, or protect the student's interests. All written information that the School or any School employee receives pursuant to this policy or the child abuse/neglect reporting laws shall be subject to the provisions of FERPA and kept confidential in accordance with that law. Any information received from the Children's Division will be maintained separately from the student's official or permanent School record to protect further against unauthorized disclosure.

#### *Immunity*

In accordance with Missouri law, any person – including any School employee – who in good faith reports child abuse or neglect; cooperates with the Children's Division or any law enforcement agency, juvenile office, court, or child-protective service agency of Missouri or any other state in reporting or investigating child abuse or neglect; or participates in any judicial proceeding resulting from the report will be immune from civil or criminal liability for such actions. Any person – including any School employee – who makes a false report, knowing that the report is false, or who acts in bad faith or with ill intent in making such reports, shall not be immune from civil or criminal liability.

## **WORK-RELATED INJURIES**

The School takes great care to provide a safe environment to its employees to reduce the incident of any work-related injuries. To avoid any work-related accidents, any employee who becomes aware of an unsafe working condition or hazard should notify the Facilities Director immediately so that appropriate action may be taken.

To ensure employees receive prompt treatment and avoid any unnecessary delay in benefits to which they may otherwise be entitled, the following steps should be taken in the event of any work-related injury occurring during normal working hours:

- The injured employee shall immediately inform his or her supervisor of the work-related injury.
- The injured employee or his/her supervisor shall notify the Superintendent of the injury as soon as practicable and no later than within 24 hours of the injury.
- In consultation with the Superintendent or his/her designee, the injured employee shall determine whether medical attention is needed to address the work-related injury.
- If a work-related injury occurs outside normal working hours, the employee should go to the nearest emergency facility or walk-in health facility for treatment and care, if needed. The injury and/or any treatment shall be reported to the Superintendent the following workday. Failure to notify the supervisor and/or Superintendent at or about the time a work-related injury occurs may result in a delay or a denial of benefits.

## **THIRD PARTY INJURIES**

School personnel will provide appropriate first aid and emergency treatment, and contact emergency medical services (“EMS”) when appropriate, for any individual who is injured or becomes ill while on School property, on School transportation, or at a School-related function. Further medical attention, including the cost of services provided by EMS, is the responsibility of the individual, or individual’s parent or guardian if a minor, unless otherwise required by law.

## **OPEN DOOR POLICY AND CONFLICT RESOLUTION**

The School strongly believes that problems are minimized by maintaining and utilizing open lines of communication. Problems are best resolved at a personal level and on an individual basis in an atmosphere of fairness and mutual trust, and the School is strongly committed to maintaining that atmosphere. It is the practice of the School to treat employees in as fair and impartial a manner as possible. The School strives to practice a feedback model whereby disputes, disagreements, and problems can be addressed and resolved directly before they erode staff culture and affect our ability to best serve students. The School has established the following system to address problems in a fair and expeditious manner with the intent of limiting distractions and damage.

### *Open Door Policy To Address Concerns or Questions*

The School maintains an open door policy under which employees have the right to deal directly with a member of the administration with reference to all working conditions. Speaking face-to-face is the best way to achieve an enjoyable, pleasant, and profitable workplace.

If at any time you, as an employee, have a suggestion, a problem, or a question concerning your job, your hours, your pay, or any aspect of your working conditions, you should first discuss the issue with the involved employee or your direct supervisor. If that discussion does not completely resolve the issue and you feel the need to go to the Building Administrator, you may request and will receive an appointment to meet. If the discussion with the Building Administrator does not completely resolve the issue, you may request an appointment with the Superintendent or follow any of the other steps outlined below.

### *Conflict Resolution*

For purposes of the School's conflict resolution process, the following definitions apply:

- A complaint is a concern with an employee or practice that does not rise to the level of alleging breach or violation of personnel or school policy.
- A grievance is any significant employee concern that alleges a breach or violation of personnel or school policy, either between employees and their colleagues, or between employees and School administration.

### *Employee Complaint Process*

Employees are strongly encouraged to address complaints involving fellow employees or the administration directly with the person involved, through in-person or telephone discussion and proposed resolution strategies (e-mail should not be used for this purpose). If the employees are unable to resolve their differences, they may at any time request a mediation meeting with their supervisor(s) where both employees are present. The resolution of the matter by the supervisor(s), in consultation with the Superintendent, will be considered final. Employees are expected to avoid gossip and open discussion of complaints against other employees or the School.

NOTE: Complaints by parents/guardians are not covered by this Section. If the parent/guardian of an enrolled student wishes to make a complaint, employees should advise them to follow the reporting procedure set forth in the Family Handbook if the issue cannot immediately be addressed by the employee to whom the complaint is reported.

### *Employee Grievance Process*

The grievance resolution procedure is intended to serve as a means for amicable settlement of disputes that arise between employees and the School before the success of students is adversely affected. Time extensions beyond the timelines indicated herein may be secured through mutual written agreement of the parties involved. An employee's failure to comply with applicable time limitations shall constitute withdrawal of the grievance. Failure by

School administration to comply with applicable time limitations shall permit the grieving employee to proceed to the next step of the grievance procedure.

#### Grievance Procedure

The sequential steps of the grievance procedures are as follows:

1. In the event an employee believes that he/she has been adversely affected by the violation of a School policy or that the School condones a practice that seriously jeopardizes the health, safety, or success of its school community, the employee shall discuss the issue with the Superintendent or Principal in an effort to resolve it. If the issue relates to a Principal and the employee is not comfortable discussing it with the Principal directly, the employee may discuss the issue with the Superintendent. Likewise, if the issue relates to the Superintendent, the employee may discuss the issue with the Business Manager.
2. If a resolution has not been reached through the discussion, the employee should present a written summary of the grievance and any response already received to the Business Manager within three (3) business days of receiving the Superintendent or Principal's response or within seven (7) business days of the incident at issue if the incident directly involves the Superintendent or Principal.
3. The Business Manager will respond to both parties within three (3) business days of receiving the written summary, or will respond only to the employee if the issue involves the Superintendent or Principal.
4. If the grievance cannot be resolved by the Business Manager to the satisfaction of the employee, the employee may present the grievance to the Board of Directors by submitting the complaint in writing to the Board President.
5. The President will present the complaint and his/her recommendations concerning it at the next regularly scheduled board meeting. The President or Board Secretary will respond to all parties in writing within five (5) business days of receiving the decision of the Board. The decisions of the Board are final.

#### Exceptions to the Grievance Procedure

The School recognizes that circumstances may make it inappropriate for employees to pursue the resolution of a problem in the sequence described above. The following exceptions constitute instances where an employee may bypass steps to seek resolution of a situation by the next higher authority:

1. If the complaint or problem involves a known or suspected violation of the law.
2. If the complaint or problem is clearly not within the authority of the Principal or Superintendent to resolve.
3. If the team member and Principal or Superintendent mutually agree to bypass a given step.

4. If the nature of the complaint, problem, or dispute involves or has been caused by the Principal or Superintendent and the team member has reason to believe the Principal or Superintendent may be less than impartial.

Employees who are uncertain as to the proper authority or the method are to discuss the matter confidentially with the Superintendent or the Business Director if the Superintendent is involved in the underlying incident.

#### *Retaliation Prohibited*

Retaliation of any kind against an employee for asking questions, raising concerns, making complaints, or filing grievances under this procedure is strictly prohibited. Any employee who retaliates or takes any negative action toward another employee for invoking rights under this Section shall be subject to discipline, up to and including termination of employment.





## **Brookside Charter School**

### **Acknowledgment and Understanding of Employee Handbook**

I have been provided a copy of Brookside Charter School's 2021-2022 Employee Handbook ("Handbook"). I understand that I am responsible for reading the Handbook, familiarizing myself with its contents, and adhering to all of the School's policies and procedures, whether set forth in this Handbook or elsewhere.

I understand that the Handbook is designed to provide employees with information about working conditions, benefits, policies, rules, and procedures, as well as general guidelines for performance. I acknowledge that the School reserves the right to alter or amend these guidelines and policies at any time, or to deviate from or make exceptions to them in a particular instance. However, no statement or promise by anyone other than the Board of Directors may be interpreted or relied upon as a change in the policies set forth in the Handbook.

I understand that the School does not tolerate any unlawful discrimination or harassment, as explained in Section II of the Handbook. I agree to refrain from any discriminating or harassing behavior, and I agree to report promptly any discrimination or harassment that I suffer or witness. I also agree to refrain from and report promptly any witnessed abuse or harassment of a student as provided in Section XI.

I understand that if I damage or fail to return school keys, books, property, or equipment issued to me, I am financially responsible for the damage, loss or failure to return, and the School may deduct the cost from my wages.

---

Employee's Signature

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Date

---

Printed Name

### **Acknowledgment and Understanding of Corporal Punishment Policy**

I have received a copy of, and been instructed regarding, Brookside Charter School's policy on corporal punishment. I understand and acknowledge that corporal punishment, as defined by School Policy to include any form of penalty involving bodily contact or humiliation, is strictly prohibited. Further, I understand that any violation of this policy will result in serious discipline, up to and including termination.

---

Employee's Signature

---

Date

---

Printed Name

## **XII. APPENDIX A**

### **EMPLOYEE COMPLAINT FORM**

Brookside is committed to providing a work environment free from discrimination, harassment, and retaliation. Any employee can report discrimination, harassment, or retaliation, whether as a victim or a witness. One option for reporting is to complete this form and provide it to your direct supervisor. If the conduct involves your direct supervisor, you should report the conduct to your Principal or Superintendent. You are not required to use this form to file a complaint. You may choose to speak to your supervisor, the Principal, or the Superintendent; however, they may ask that you follow up any verbal complaint with a written complaint.

It is important to be as specific as possible in your complaint so that Brookside can fully investigate the conduct and take prompt corrective action, as necessary. You are not limited to the space provided, and you may attach any additional materials that may assist us in investigating the claim. We encourage you to sign and date your complaint, because it will aid our investigation; however, you may submit your complaint anonymously.

To investigate a complaint, Brookside will need to interview you, those subjected to the alleged discrimination, harassment or retaliation (if not yourself), the alleged offender(s) and any known witnesses. However, Brookside will notify all individuals involved that the investigation is confidential to the extent permitted by law and make clear that unauthorized disclosures could result in disciplinary action.

Employee Name:

---

Supervisor Name:

---

Employee Title:

---

Supervisor Title:

---

Today's Date: \_\_\_\_\_

Incident Date and Time or Period of Ongoing Incidents:

---

---

Incident Location: \_\_\_\_\_

Identify the individual(s) who participated in discrimination, harassment, or retaliation:

---

---

Identify the individual(s) subject to alleged discrimination, harassment, or retaliation:

---

---

Describe in detail the facts that form the basis of this complaint (attach additional sheets of paper if necessary):

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Did anyone else witness the alleged conduct? Please identify those individuals and describe their scope of knowledge of the alleged conduct:

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Are you aware of any other evidence of the alleged conduct (for example, documents, emails, videotapes, audiotapes, or other records or materials that substantiate your complaint)? Please identify and describe any such evidence:

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How would you like to see the situation resolved?

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I acknowledge that I have read and understand the above information. I certify that to the best of my knowledge, the information I have provided on this form is accurate. I understand and acknowledge that in order for Brookside to investigate this complaint, Brookside will need to share some or all of the content of this complaint and any attachments with the alleged offender(s). I also understand that this complaint and any attachments may be viewed by appropriate personnel involved in the investigation of this complaint. I am willing to fully cooperate in this investigation.

---

Employee Signature

---

Date

---

Signature of Supervisor Reviewing

---

Date

### **XIII. APPENDIX B**

#### **CONFLICT OF INTEREST FORM**

I acknowledge that I have received and read, understand, and agree to abide by Brookside Charter School's Conflict of Interest Policy, as outlined in this Employee Handbook ("Handbook").

[Please check one of the following.]

A. \_\_\_\_ To the best of my knowledge, no circumstances exist involving me, or a member of my family, that are or may be perceived as a conflict of interest within the meaning of the School's conflict of interest policy, and neither I, nor a member of my family, are affiliated with an organization with which the School does or is likely to do business.

or

B. \_\_\_\_ To the best of my knowledge, there do exist circumstances involving me, or a member of my family, that are or may be perceived as a conflict or potential conflict of interest within the meaning of the School's conflict of interest policy, including the affiliations such as relationships with grantees or potential grantees, contractors, or others with whom the School does or is likely to do business.

Organization Name	Person With Conflict	Relation to Employee	Nature of Affiliation
_____			
_____			
_____			
_____			
_____			
_____			
_____			

**EMPLOYEE NAME (PRINTED):**

**EMPLOYEE SIGNATURE:**

**DATE:** \_\_\_\_\_

**SUPERINTENDENT SIGNATURE:**

**DATE:** \_\_\_\_\_

## **XIV. APPENDIX C**

### **Employee Technology Handbook**

#### **Purpose**

Brookside Charter School understands it is necessary for teachers to have access to electronic devices to better serve students in a 21st century learning environment. The purpose of the Employee Technology Handbook is to outline the proper use of these devices.

#### **Handling, Care, and Use**

Once checked out, the employee is responsible for all device use.

- All media, internet usage, downloads, file creation, file deletion, file sharing, file storage, and all software applications should be appropriate for assignments/projects for school.
- Do not access, store, create, consume, or share any media, downloads, files or software with the purpose to disrupt the school internet filtering or technology policies.
- Keep devices fully charged.
- Your device should never be exposed to liquids or other foreign substances, including but not limited to drinks, paint, ink, glue, cleaners, polishes, or any type of health/beauty aid (lotion, nail polish, perfume, soap, shampoo, etc.).
- The surface of your device should not be altered or defaced. Do not remove labels, stickers, or tags from the device that are affixed by Brookside Charter School.
- Only Brookside Charter School Technology staff should service the checked-out device. The School can troubleshoot, diagnose, or repair your borrowed device. Do not allow any third-party services to handle your assigned device.
- The employee is responsible for the care of the Chromebook they have been issued by Brookside Charter School. Students, children, friends, and family members should not have use of the Chromebook.

#### **Screen Care**

The Chromebook screens can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excessive pressure on the screen. To avoid damage please adhere to the following rules:

- Do not lean on the Chromebook.
- Do not place anything near or on top of the Chromebook that could put pressure on the screen.
- Do not place anything in-between the keyboard and screen when the Chromebook is shut.
- Do not press on screen with fingernails, pencil leads, pen tips or anything hard that might damage or fracture the screen.
- Clean the screen only with a soft, dry cloth (preferably a microfiber cloth)
- Do not use Windex or any other harsh chemicals or liquids to clean the screen.

#### **Security, Storage, and Transport**

- Keep electronic devices powered off when not in use.
- Transport electronic devices to and from school within a protective carrying case at all times.
- Carefully remove or unplug all cords and accessories before moving the laptop or placing it into the case.
- Handle the device with care and caution, even when in the protective carrying case. Do not throw, slide, drop, or toss the device, even while in the carrying case.
- Do not leave it visible in your classroom for overnight storage.
- Keep device at home out of reach of young children, pets, or anyone capable of careless handling or inadvertent damage of the property.
- You are responsible for making sure you do not share or switch the device or its accessories with other employees.
- You are responsible for any loss or damage that may occur to it, regardless of whether loss/damage occurs at school or away and regardless of who is using it at the time of loss/damage.

### **Wireless Internet Access**

- All Brookside Charter School usage expectations and policies apply to use on public WIFI and home networks just as they do when at school.
- Brookside Charter School devices cannot be used with Wi-Fi networks that require installation of networking software, reconfiguration of security settings, manipulation of firewall settings, use of network connection wizards, or manually assigning an IP address.

### **Inspections**

Employees may be selected at random to provide their Chromebook for inspection. This includes:

- all content such as images, settings, documents, etc.
- checking for damages to device and accessories.

### **Privacy**

All messages and information created, sent, or retrieved on a Brookside Charter School electronic device or network are the property of Brookside Charter School. Electronic mail messages and other use of electronic resources, including accessing web pages, should not be considered confidential. Brookside Charter School reserves the right to access user content to ensure appropriate use of resources.

### **Loss or Theft**

By taking possession of a borrowed device and wireless hotspot, the borrower agrees to assume full responsibility for the safety, security, and care of the borrowed property. In the case of complete loss or theft, the borrower agrees to pay replacement cost. In the case of loss or theft occurring at school, the borrower must report the incident to the school within one school day of

the occurrence. In the case of loss or theft occurring away from school, the borrower must report the incident to the law enforcement officials of jurisdiction within 24 hours of the occurrence and then provide documentation of the previously mentioned law enforcement report to the Brookside Charter School Superintendent.

### **Damage**

By taking possession of a borrowed device, the borrower agrees to assume full responsibility for the safety, security, care, and proper use of the borrowed property. In case of accident, fire, flood, or careless handling of the property, the borrower agrees to assume full responsibility for the damaged device as deemed necessary by Brookside Charter School. In the case of damage to a borrowed device, the user must report a potentially damaging incident to [albert.k12itc.com](http://albert.k12itc.com) within two school days of the occurrence.

<b>Commonly Damaged Parts</b>	<b>Price</b>
Screen	\$60
Bezel (frame around the screen)	\$40
AC Adapter (power cord)	\$30
Keyboard	\$100
Base Plastic (bottom outside casing)	\$60
Back Cover (top outside casing)	\$40
Trackpad (Mouse)	\$40
Motherboard	\$100
Total Replacement Due to Loss	\$300

\*Only commonly replaced parts are listed above. Other costs may apply.

### **Repossession**

If you do not fully comply with all terms of the Brookside Charter School Technology Handbook, including the timely return of the property, Brookside Charter School shall be entitled to declare you in default and come to your place of residence, or other location of the device, to take possession of the property.

**Terms of Agreement**

A user's right to use and possess the borrowed property terminates no later than the last day of the school year unless earlier terminated by Brookside Charter School for noncompliance or upon termination of employment of the school. The devices must be returned within 24 hours of termination from Brookside Charter, otherwise, it will be considered stolen property and reported to the Kansas City Police Department.



## EMPLOYEE DEVICE AGREEMENT

EMPLOYEE NAME: \_\_\_\_\_

DEVICE MAKE: \_\_\_\_\_

DEVICE SERIAL NUMBER: \_\_\_\_\_

### DURING CALENDAR ACADEMIC DAYS

- The device will be at school on school premises.
- The device will be secured with reasonable care against damage and theft (i.e. on the employee's desk, sturdy table, room locked when employee is not there or laptop hidden, etc.)
- The device will be used by the employee only, no student use.
- The device will be used for Brookside purposes, in addition to reasonable personal use.
- The employee will report device damage to [albert.k12itc.com](http://albert.k12itc.com)

### OUTSIDE OF THE BUILDING

- The employee is fully responsible for care and safety of the device against damage or theft.
- The employee will bring the device to school during calendar school and professional development days.

\_\_\_\_\_ I agree to the above requirements for custody and use of Brookside Charter School's device.

\_\_\_\_\_ I have read and agree to the terms outlined in the Employee Technology Handbook (see attached)

\_\_\_\_\_ I understand that I am financially responsible for all damage that occurs to the device.

### TECHNOLOGY OTHER THAN DEVICE CHECKED OUT TO STAFF

I understand that this technology will remain at Brookside Charter School at all times.

Type of Device	Device Name

**CHECK OUT**

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

IT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHECK IN**

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

IT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Technology Department keep this page for records.