

CONFLUENCE

.CHARTER SCHOOLS.



Employee Handbook

2015-2016

Dear Confluence Charter Schools Employee:

On behalf of the Confluence Board of Directors, welcome to a new school year. For those of you who are new to Confluence, you have become a member of a talented and committed group of professionals who strive to meet the needs of every student, every day.

As members of Confluence, each of us has a responsibility to ensure our students are provided every opportunity to succeed, not only at school, but in the world that awaits them in the future. It is both exciting and challenging to know that we are in a position to make a difference, and to be part of something that is much greater than ourselves. When we look into the face of every student, we must see their potential. It is important that we encourage our students, that we are fair to all students, and that we work hard each day on behalf of the students and families who chose our schools for their education.

As we do the hard work needed to help our students and families succeed, we must focus on the Confluence mission and vision with every opportunity for learning.

Mission Statement

Confluence Charter Schools provides the highest quality public education for our students. Every day, students are engaged and encouraged to excel in reading, math, science, technology, visual arts and performing arts.

Vision Statement

Confluence Charter Schools will provide a world-class public education to prepare our students for success in college, career and life.

The Confluence Employee Handbook will provide you with an overview of policies and procedures. If you have any questions, please talk to your principal or to Human Resources.

Once again, welcome to Confluence Charter Schools. We look forward to working with you to fulfill our vision of becoming the premier charter school system by enabling our students to capture their own bright future through exceptional academic achievement.

Sincerely,


Jose A. Pineda
Chair, Confluence Board of Directors

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Introduction

The Confluence Employee Handbook is designed to provide information to Confluence's employees regarding its policies, procedures, and practices. It is intended to familiarize you with important information about Confluence and your own privileges and responsibilities.

Confluence's ability to reach its ambitious goals, for itself and for the community that it serves, rests with its greatest resource – its dedicated, talented and highly-trained staff. Without your considerable skills, integrity and creativity, Confluence would not be the Confluence that it is today. We seek to create a workplace that reflects the goals that we have for the students in Confluence, goals that motivate and inspire each of us to achieve at the highest levels possible.

This Handbook is meant to serve as a guide only. Neither this Handbook, nor any benefit plan, is intended to create a contract for any purpose or duration, expressed or implied. This Handbook is not intended to guarantee employment, or any particular conditions of employment, for a fixed period of time or to restrict the right of Confluence, or the right of any employee, to terminate the employment relationship, at any time, for any reason or for no reason. No administrator, manager or supervisor has the authority to enter into a contract of employment with you – expressed or implied – that changes or alters the at-will employment relationship. Only the Board Chair or his or her designee has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing and signed by the Board Chair or his or her designee. Aside from this exception, there may be explicit and limited exceptions to the at-will relationship under specific terms of a collective bargaining agreement in the few instances where such an agreement is applicable to Confluence.

The contents of this Handbook supercede any prior policy guidelines or personnel manuals provided to employees. However, where the law of the state, an individual written employment agreement or an expressed provision of a collective bargaining agreement is inconsistent with this Handbook, the state law, employment agreement or the expressed provision of the collective bargaining agreement shall govern.

Except for the policy of at-will employment, Confluence reserves the right to change or discontinue any of the policies contained in this Handbook from time to time and to interpret and apply them as it deems appropriate. No oral statements or representations can change the provisions of this Handbook.

Benefit plans, if offered to you by Confluence, and if premiums and contributions are paid and if participation and other requirements are met, are defined in legal documents such as insurance contracts and/or Summary Plan Descriptions (SPDs). Benefits offered through government sponsored programs are governed by state or local laws and regulations. If you are offered benefits and a question arises about the nature and extent of plan benefits or there is a conflict in language, the formal language of the plan documents (or, where applicable, state and local laws and regulations) govern and not the informal wording of this Handbook. Plan documents for benefit plans sponsored by or through Confluence are available for your review.

Not all of Confluence's policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones.

Please read this Handbook carefully, familiarize yourself with its contents and follow its provisions where they apply. If you have any questions, contact the HR Director at 314-436-2313, ext. 7012.

At-Will Employment

Unless you are covered by a collective bargaining agreement or a written individual employment agreement signed by the Board Chair or his or her designee which specifically states otherwise, your employment with Confluence is at-will. This means that neither you nor Confluence has entered into a contract regarding the duration of your employment or the reasons necessary for the termination of the employment relationship. You are free to terminate your employment with Confluence at any time, with or without reason. Likewise, Confluence has the right to terminate your employment or otherwise discipline, transfer or demote you at any time, with or without reason, at its sole discretion.

1. EQUAL EMPLOYMENT AND ANTI-HARASSMENT POLICIES

1.1. Equal Employment Opportunity Policy

All employment actions, such as recruitment, hiring, promotions, terminations, layoffs, returns from layoffs, compensation, benefits, transfers and participation in Confluence sponsored training, education or social/recreational programs, are made without regard or consideration for an individual's race, color, ancestry, religion, sex, sexual orientation or perceived sexual orientation, age, national origin, citizenship status, veteran status, mental or physical disability, familial status, genetic information or an individual's membership in any other class or category protected by applicable federal, state or local law.

Missouri law also prohibits discrimination against employees and applicants based on ancestry and HIV or AIDS status. We will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Confluence will not discriminate against any individual with a disability who is otherwise qualified for employment. Reasonable accommodation will be provided to individuals with a known physical or mental disability if such accommodation would not impose an undue hardship on Confluence and would enable the individual to apply for or perform the essential functions of the position in question. Any qualified employee or applicant with a disability who requires a reasonable accommodation in order to perform the essential functions of his or her job should notify his or her supervisor or contact Confluence's Human Resource Department and request such an accommodation. Confluence will then identify possible accommodations, if any, that will help to eliminate the limitation or barrier. If the accommodation is reasonable, will not impose an undue hardship and neither the employee nor the accommodation would pose a direct threat to the health and/or safety of the individual or others, Confluence will make the accommodation. The individual is encouraged to fully cooperate with Confluence in seeking and evaluating alternatives and accommodations. Confluence may require medical verification of both the disability and the need for accommodation. For further information, please contact the HR Director at 314-436-2313.

Confluence will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs unless doing so would cause an undue hardship on Confluence operations. If you desire a religious accommodation, you are required to make the request in writing to your supervisor as far in advance as possible.

1.2. Anti-Harassment Policy

Confluence intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort – verbal, physical or visual – on the basis of a protected characteristic will not be tolerated. These characteristics include, but are not

necessarily limited to, race, color, ancestry, religion, sex, sexual orientation or perceived sexual orientation, gender identity and expression, age, national origin, citizenship status, ancestry, veteran status, physical or mental disability, familial status, genetic information or any other protected status defined by law. Such conduct when severe or pervasive may also violate the law. However, Confluence has no tolerance for harassment. Improper conduct may violate our policy, even if it is not as severe or pervasive as to be illegal.

Harassment that violates Confluence policy includes unwelcome verbal, physical, or visual conduct when:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of employment;
- Submission to, or rejection of, such conduct is used as a basis for employment decisions; or,
- Such conduct has the tendency, purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working atmosphere.

Harassment that violates this policy may take many different forms including, but not limited to:

- Any conduct that creates a hostile environment or that embarrasses or humiliates another individual;
- Verbal conduct, such as epithets, derogatory comments, slurs or unwelcome comments or jokes;
- Visual conduct, such as derogatory posters, photographs, pictures, e-mails, screensavers, cartoons, drawings or gestures;
- Physical conduct, such as assault, blocking normal movement, restraint, touching or physical interference with work;
- Threats or demands to submit to certain non-work related actions in order to keep or get a job, to avoid some other loss or as a condition of receipt of job benefits, job security or promotion; and,
- Retaliation for having reported harassment or discrimination, or having assisted another employee in reporting harassment or discrimination.

Any employee who feels that he or she has been the subject of harassment in violation of this policy, whether by a co-worker, supervisor, board member, officer, agent, contractor, guest or vendor of Confluence, must immediately report this action to his or her supervisor, or to the Confluence HR Director.

1.3. Policy Against Sexual Harassment

Sexual harassment, like any other form of harassment, will not be tolerated at Confluence. Sexual harassment includes sexual overtures, either verbal or physical, which could be construed as affecting an individual's employment, continued employment, salary, appraisal, advancement or other employment decisions.

In addition, remarks or actions directed toward an individual on the basis of gender which have the effect of creating an intimidating or offensive work environment for that individual or that interfere with that individual's ability to perform his or her job responsibilities are also considered to be sexual harassment. It is the effect of the remarks or actions, rather than the intent of the actor, that is determinative of whether the actions constitute sexual harassment.

Sexual harassment that violates Confluence policy includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of employment;
- Submission to, or rejection of, such conduct is used as a basis for employment decisions; or,
- Such conduct has the tendency, purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working atmosphere.

Sexual harassment refers to behavior: (1) that is not welcome; (2) that is, or would be, offensive to a person of reasonable sensitivity and sensibilities; (3) that fails to respect the rights of another; and (4) that unreasonably interferes with an employee's work performance and effectiveness or creates an intimidating, hostile or offensive working environment. It makes no difference if the harassment is "just joking", "teasing" or "playful". Such conduct may be equally offensive to an individual as any other type of harassment.

Specific forms of behavior that are considered to be sexual harassment in violation of Confluence policy include, but are not limited to, the following:

1. Verbal

- Explicit or implicit threats of retribution, or promises of benefits, in return for sexual favors.

- Abusive language related to an employee's sex, including, but not limited to, sexual innuendoes, slurs, suggestive, derogatory or insulting comments or sounds, whistling, jokes of a sexual nature or concerning gender-specific traits, sexual propositions, and threats.
- Use of demeaning or offensive words when referring to an individual's gender.
- Demands for sexual favors or sexually-oriented comments about an employee's body or appearance, sexual habits, sexual preference or sexual desirability.

2. Visual

- Abusive written language, including e-mails, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries or obscene gestures in the workplace.

3. Physical Contact

- Any sexual advance involving physical contact that is not welcome, including touching, petting, pinching, massaging, coerced sexual intercourse, assault or persistent brushing up against a person's body.

Confluence is committed to providing a respectful work environment, free from all forms of prohibited harassment or intimidation. To that end, it is Confluence's policy to prohibit offensive or harassing behavior, even when such conduct would not rise to the level of illegality. If you feel that you have been the victim of sexual harassment or have witnessed an incident that made you feel uncomfortable, you must immediately contact your supervisor, or HR Director.

1.4. Harassment Complaint Procedure

You are entitled to pursue your employment free of discrimination and harassment based on race, color, creed, religion, sex, sexual orientation or perceived sexual orientation, age, national origin, citizenship status, ancestry, veteran status, mental or physical disability, marital status, genetic information or membership in any other class or category protected by applicable federal, state or local law. If you believe that you have been the subject of harassment or discrimination on any basis, or if you have observed or become aware of harassment or discrimination, you are required and have a responsibility to report the matter immediately. Any complaints or perceived discrimination and/or harassment should be made to your supervisor. The complaint should be as detailed as possible. If you can, please include the names of the individuals involved, the names of any witnesses, direct quotations when language is relevant and any documentary evidence. If for any reason you are uncomfortable reporting the incident to your supervisor, you should call the HR Director as soon as possible after the incident occurs.

Once a complaint is made it will be investigated in a timely manner. The investigation of a complaint will usually include speaking with the complaining party, any named or apparent witnesses or persons with relevant information and the alleged discriminator/harasser. Employees who have been charged with discrimination or harassment will be afforded an opportunity to offer and present information in their defense. The particular facts of the allegation will be examined individually with a focus upon the nature of the behavior, the pattern of such conduct, if any, and the context in which the incident(s) occurred.

Confidentiality will be maintained to the extent possible consistent with Confluence's obligation to conduct a thorough investigation. All Confluence employees who become involved in an investigation of discrimination or harassment are to treat the matter confidentially.

Confluence requires and expects its employees to immediately report any incidents of perceived discrimination and/or harassment. All Confluence personnel are required to cooperate in any investigation of discrimination, harassment or other alleged workplace wrongdoing. Any employee who complains about any perceived discrimination and/or harassment or who participates in the investigation may do so without fear of retaliation. Retaliation against any employee for filing a complaint of discrimination or harassment or for participating in the investigation of such a complaint is strictly prohibited by this policy and is grounds for disciplinary action, up to and including termination of employment.

Upon completion of the investigation, both the complainant and the accused will be given notice of the investigation's conclusion. If it is determined that prohibited discrimination or harassment has occurred, appropriate disciplinary action will be taken. This may include counseling, training, transfer or disciplinary action, up to and including termination.

The Board believes that all complaints, to the extent possible, should be resolved informally and at the lowest level possible. However, for those situations requiring invocation of the formal process, we are committed to adherence to this process that values the concerns of our staff, parents, students and the public.

For additional assistance and procedures, please refer to Policy 1312 of the Board Policy Manual. This can be found on the www.confluenceacademy.org website.

2. COMMENCEMENT AND SEPARATION OF EMPLOYMENT

2.1. Employee Performance Evaluations

Employees of Confluence are continually evaluated consistent with the principles of the Confluence Board of Directors. Performance evaluations are conducted with the goal of improving our performance as individuals, developing professionally and improving the performance of our Confluence and its students. In most cases, formal written evaluations take place annually.

2.2. Employment Records

In keeping with the growing recognition of individual rights to privacy, we maintain only those records and collect only that personal information that is necessary for organizational purposes. We make every effort to maintain the confidentiality of all personal information. However, Confluence will cooperate with and provide access to personnel files to local, state and federal agencies in accordance with applicable law. Employees who wish to inspect their personnel file may do so in the presence of a Confluence representative. Employees will not be allowed to view investigation records or any letters of reference. Please contact your Supervisor or the HR Department if you would like to review your personnel file.

It is important that your personnel records are kept updated at all times. Please contact the Payroll Department to update any of the following information within ten days after a change:

- Legal name
- Home address
- Telephone numbers (work, home, and cell)
- E-mail addresses
- Emergency contact person
- Dependents/beneficiaries
- Marital status
- Change of insurance beneficiary(s)
- Exemptions on your W-4 tax form
- Direct Deposit
- Education Level

2.3. Exit Interviews

Any employee who separates from Confluence will be asked to complete an exit interview questionnaire and/or participate in an exit interview with the HR Director. The exit interview is used to collect feedback about the employee's employment with Confluence and any other information that the employee thinks that Confluence should know. This feedback will help Confluence maintain successful policies and practices and focus on areas that need improvement. Additionally, exit interviews provide

departing employees with the opportunity to ask questions about benefit conversions and to return any Confluence property that has been issued to them.

2.4. Medical Records

Confidential health and medical records are not included in your personnel file. Confluence will safeguard such records from disclosure and will divulge only that information: (1) as allowed by law, as referenced in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other federal or state law; (2) to the employee's personal physician upon written request of the employee; (3) as required for Workers' Compensation cases; (4) on a need-to-know basis, in connection with matters in which the employee has put his or her health or ability to perform his or her job in issue; or (5) as otherwise required by law.

2.5. Pre-Employment Background Investigations

Pre-employment and other background investigations are conducted in accordance with federal and state laws regarding individuals offered employment by Confluence.

2.6. Salary Adjustments

Salary and wages are reviewed annually and adjustments, if any, are made on a merit basis, where appropriate, based on performance as well as market and business considerations.

Educational increases may be granted upon the employee's accomplishment of additional graduate education. For an educational salary adjustment to go into effect for the current fiscal year, all official transcripts must be submitted to the HR Department on or before September 1 of the current fiscal year. Salary increases are dependent upon the annual budget approved by the Confluence Board of Directors.

Salary adjustments are not automatic. Such adjustments are ultimately made at the discretion of Confluence.

2.7. Separation of Employment

Confluence employees are requested to provide notice of their resignation in writing to their supervisor at least two weeks prior to their last day of work; unless the employee's individual employment agreement requires a longer notice period. Confluence employees may be charged for liquidated damages if employee fails to provide adequate notice. Please see contract language for more details.

All Confluence employees are required to return all keys, identification cards, tools, security codes, computer equipment, computer passwords, telephone voicemail passwords, other office equipment and/or any other property of Confluence, including,

but not limited to, books and other teaching materials and resources, written documents, files and student records, to their supervisor upon their separation from Confluence.

If employee's last day of employment occurs in mid-year, all Board provided health benefits will end immediately. If employee's last day of employment coincides with the end of the school year, their provided Health Benefits will end the last day of that month.

Failure to return all materials and property related to Confluence will result in employee's final check being withheld. Further damages for property belonging to Confluence will also be removed from employee's final check.

2.8. Staff Transfers

Confluence encourages experienced employees to consider other job opportunities within Confluence. Supervisors are encouraged to consider internal candidates from within Confluence. The following are the policies and procedures regarding transfers:

- A Confluence employee who wishes to request a transfer to another position within the Confluence system must submit an internal application in response to the job posting. Employees should notify their direct supervisor that they are applying for the position.
- An employee who wishes to request a transfer to another position within the Confluence system is eligible to apply after completing one year of service in his or her current job and must have a good performance record.
- The hiring department head will attempt to interview every qualified internal applicant in person or via the telephone.
- The hiring department head will make the final applicant selection. Hiring department heads should contact the employee's current direct supervisor for a reference before extending a job offer.
- In some instances the Board must give final approval for the transfer.
- If the employee accepts the offer, he or she should give a minimum of two weeks' notice. The employee's current and future supervisors may jointly agree to a longer or shorter notice period. If they cannot agree on the effective date of the transfer, the HR Director will make the final determination regarding the transfer date.
- When an employee transfers from one work site to another, he or she will keep the same seniority date and any accrued sick time, salary continuation/STD time, vacation time and personal days.

2.9. Training and Development

Confluence employees may be required to participate in Confluence-sponsored training programs in order to upgrade their job skills. Employees who fail to attend scheduled training sessions for which they received adequate notice will be subject to disciplinary action, up to and including termination.

2.10. Verification of Employment Requests

Confluence does not respond to oral requests for references or verification of past employment. In the event that your employment with Confluence is terminated, either voluntarily or involuntarily, please provide a written request to the HR Director.

Information will be provided only if you have completed and signed a release.

As an employee or supervisor of Confluence, do not under any circumstances respond to any request for information regarding another employee. Refer all such inquiries to the HR Director.

3. CONDUCT AND OTHER WORKPLACE RULES

3.1. Appearance

All Confluence employees represent both Confluence and the schools and therefore, are expected to exercise good judgment in dress and appearance. This helps to create a professional atmosphere and projects a positive image of both you and Confluence. A neat appearance and personal hygiene are required regardless of whether you are a member of the administrative staff or work in a classroom. A neat appearance and good personal hygiene includes clean-shaven or trimmed and well-groomed facial hair, and well-groomed, neat hair. The types of jewelry that an employee may wear may also be restricted based on its location.

Employees are expected to follow the dress guidelines below. Individual schools may adopt additional or different dress requirements; please adhere to such dress code.

Acceptable Dress

- Shirts with collars or banded collars
- Button down shirts
- Blouses
- Shorts or skorts of any kind for special circumstances/special occasions only (not to exceed 2 inches above the knee and with Building Leadership approval)
- Polo shirts
- Pullover or cardigan sweaters
- Vests with shirts
- Slacks, trousers or khakis
- Skirts
- Dress shoes or sports shoes (loafers/Dockers)
- Shoes or dress sandals (**NO beach shoes or flip-flops**)

Please remember that all clothing must be neat and appropriate for the workplace. Clothing which may be entirely acceptable in casual settings or for social activities may be inappropriate for a professional who is expected to establish an atmosphere conducive to learning and respect.

Unacceptable Dress

- T-shirts or shirts with a printed logo, message, sports insignia, product/place insignia, etc.
- Halter tops, tube tops, cropped shirts or low-cut tops
- Lycra stretch pants, leggings or spandex pants
- Sweat clothes, jogging suits or workout clothes
- Revealing/suggestive attire
- Beachwear

- Hats/caps
- Visible tattoos when professional dress is required

These lists are not all-inclusive. Violations of these guidelines may subject employees to disciplinary action, up to and including termination of employment. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work dressed and groomed in an appropriate manner.

3.2. Attendance and Punctuality

If you expect to be absent or delayed, you must notify your supervisor by telephone and advise him or her of your tardiness or absence. You are expected to call and either speak with your supervisor or leave a voicemail message as early as possible, and in no event later than one hour prior to your expected reporting time. Failure to inform your supervisor and/or his or her designee of your absence or delay will result in the absence being considered unexcused and may subject you to disciplinary action, up to and including termination.

Should a perfect attendance incentive be offered, documentation for an excused absence must be turned in to your supervisor within 7 days of your absence; if documentation excusing an absence is not returned within that timeframe, the absence will be considered not excused for attendance incentive purposes. Any appeal for the perfect attendance incentive must be made to your supervisor within 7 days of the attendance incentive payout date.

Communicating your absence or tardiness to a co-worker other than your supervisor and/or his or her designee will not be considered adequate notice.

Employees are expected to call their supervisor and/or his or her designee each day that they are absent unless the employee is on an approved leave of absence. Failure to call in daily may result in disciplinary action, up to and including termination. An employee who is absent for three or more days without contacting their supervisor and/or his designee will be deemed to have abandoned his or her employment and Confluence's records will reflect that the individual has voluntarily terminated his or her employment with Confluence.

Employees with excessive absenteeism or tardiness cannot perform their jobs effectively and potentially create disruptions to the operations of Confluence. Therefore, excessive absenteeism or tardiness may be cause for disciplinary action, up to and including termination of employment.

3.3. Requesting a Substitute Teacher

If/when a teacher is unable to report to work due to personal illness or other extenuating circumstances; he/she should request a substitute teacher in SubFinder, after receiving

prior approval from your School Operation Manager or Principal. (Approval level process varies by Campus)

To access SubFinder, use one of the following:

- Go to confluence.subfinderonline.com (do not enter www before the web address) or
- Call 1-888-786-4890
- Insert your Log In (Last Name) and Password (Employee ID). Grand Center Arts Academy employees must put a 9 in front of their employee id when entering their password.
- Substitute requests after 5:45 a.m. (cst) will need to be called in to your Campus Principal
- Leave a substitute folder on your desk or at the front office; including lesson plans and any other materials that may be needed for the day(s) you will need substitute coverage.

Each campus will have a site administrator that will provide your login, password, give you the site principal's contact information, and assist you with any questions you may have.

To view a SubFinder training video, log into SubFinder, go to the menu on the left side of the screen, and click on the second button from the bottom (just above the Log Out button). Additional SubFinder information is also available on our website at www.confluenceacademy.org.

3.4. Drug-Free Workplace

Confluence seeks to maintain a safe workplace and learning environment by eliminating the hazards to health and safety created by alcohol and other drug abuse. Therefore, all employees and contractors are prohibited from the use, manufacture, distribution, sale and/or possession of any illegal drug, controlled substance or alcoholic beverage during work hours (including lunch and break time) in Confluence, on any Confluence property or in a Confluence vehicle. Employees are prohibited from being under the influence of, selling, offering to sell, trading, purchasing, using or possessing any illegal drug or alcohol while performing Confluence business or job-related duties, while on Confluence property or while operating Confluence equipment or vehicles. [Note: Confluence-sponsored activities that may include the service of alcoholic beverages are not included in this provision.]

Employees who engage in the above prohibited activities in violation of this policy are subject to disciplinary action, up to and including termination of employment.

Confluence also recognizes that addiction may be an illness. Therefore, Confluence will make reasonable accommodations to assist those employees who are seeking appropriate assistance to deal with drug or alcohol-related problems. However, drug or alcohol use or abuse will not excuse poor performance or misconduct.

3.5. Employment of Relatives

The employment of relatives within Confluence is permitted only as long as no family member will have direct or indirect supervisory responsibility that could affect the hiring, assignment, compensation, promotion, evaluation, discipline, training or termination of another family member. Confluence board members are expected to excuse themselves from any discussions of or decisions concerning any relative who may be an applicant for employment or an employee of Confluence.

3.6. Inclement Weather and Emergency Conditions

All Confluence employees are expected to make a reasonable effort to report to work on inclement weather days. In the event of severe weather conditions or other emergencies, Confluence may decide to close Confluence for the remainder of the day or prior to the beginning of a work day. No loss of pay will occur for full time employees as a result of early dismissal or Confluence closure for this reason. Likewise, if you are a full time employee and report to Confluence and find that Confluence is unexpectedly closed due to an emergency, no loss of pay will occur. However, if Confluence is open and you are unable to report to work, you must use your accrued vacation time or a sick/personal day in order to be paid.

All 12 month employees are expected to report to work even when the campuses are closed for inclement weather, unless otherwise dictated by the Chief Operating Officer.

3.7. Personal Relationships

Confluence recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes, misunderstandings and/or potential sexual harassment claims, supervisory employees are not permitted to date or engage in sexual relationships with subordinate employees. In the event that a dating or sexual relationship does develop between a supervisor and a subordinate, then the supervisor must promptly report the relationship to the HR Director. One of the parties may be required to transfer, if a position is available, or they may be required to choose which one of them will resign. Violation of this policy may result in disciplinary action, up to and including termination of employment. Furthermore, co-workers are strongly discouraged from dating or pursuing romantic or sexual relationships with each other.

3.8. Relationships with Students

Confluence employees are strictly prohibited from engaging in personal relationships with students, which are outside the scope of a professional adult/student relationship or

which may give the appearance of being outside the scope of a professional adult/student relationship. This prohibition applies both on and off all Confluence grounds.

Employees who violate this policy may be subject to the disciplinary action, up to and including immediate termination, in the sole discretion of Confluence. Employees who violate this policy may also be subject to being reported to law enforcement authorities, if the conduct is believed to constitute a crime under state law. If disciplinary action is taken against an employee, a report will be made to law enforcement and/or a child abuse report will be made for violation of this policy. In addition, the parents of the student involved will be notified of the situation and the actions taken by Confluence.

3.9. Communication with Students by Electronic Media

Employee personal communication with students, in all forms including oral and nonverbal shall be appropriate and consistent with Board policy. Personal communication shall be deemed to be inappropriate if such communication is sexual in nature; is sexually suggestive; suggests romantic activity with a student or students; or is otherwise inconsistent with Board policy. Violation of this provision will result in disciplinary action up to and including dismissal.

Communications between employees and students will be primarily direct, oral or written in nature. Employee's communication with students and/or teacher's electronic media must be made available to the student's parents/guardians. While the employee need not notify their building principal of the content of the electronic communication, the employee must notify the principal, in writing, of the date and time of the communication and the identity of the student with whom communication occurred. Such notification is not required where the communication is between the teacher and his/her children or siblings.

Confluence does not have sufficient staff to monitor every communication between employees and students and does not, therefore, commit to monitoring such communication. Nonetheless, where there is reason to believe that an employee has inappropriately communicated with a student(s) they may require the teacher to provide access to the specific communication in question.

Confluence will provide official electronic media which may be utilized by employees for communication with students for dissemination of Confluence related information (i.e. homework, practice schedules, supplemental instructional material.)

Employees should note that all social media/communication sites, even personal sites, can fall under Confluence Board Policy 4650, Communication with Students by Electronic Media; Policy 6320, Instructional Services, Libraries, Media and Technology Services, Internet Safety Policy; and Regulation 6320, Instructional Services, Library, Media and Technology Services, Internet Usage, Technology Acceptable Use Policy.

As a Confluence employee, you should not knowingly allow students access to your personal social networking site (Facebook, Twitter, Instagram, LinkedIn, Flickr, Tumblr, Google+, YouTube, etc.), website, web page, blog or otherwise that discusses or portrays sex, nudity, alcohol or drug use or other behaviors associated with your private life that would be inappropriate to discuss with a student at school; you should not knowingly give students access to any part of your personal social network sites or websites that are not accessible to the general public; you should not post information about identifiable students on a personal website, web page or social networking site without the permission of a supervisor. Staff who engage in any of the above behaviors or in any other conduct that intrudes upon a student's physical or emotional boundaries without a valid educational or health purpose will be disciplined, up to and including termination of employment.

3.10. No Smoking Policy

Employees, guests and vendors are not permitted to smoke on any of the school facilities at any time. Smoking is also not permitted in the school's guest areas, the school's vehicles, in the school's restrooms, or central office.

3.11. No Solicitation/Distribution

Confluence has established rules applicable to all employees to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom the solicitation is directed; and
2. No employee shall distribute or circulate any written or printed material in work areas at any time during his or her working time or during the working time of the employee or employees at whom the distribution is directed.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for Confluence. This excludes meal or other breaks, rest periods or other times during a shift when an employee is not engaged in performing services for Confluence.

In addition, Confluence's electronic resources (including computer systems, e-mail, phone systems, voicemail, cell phones and blackberries), shall not be used for personal gain or advancement of individual views. Utilization of e-mail or other Confluence-provided electronic resources for purposes of non-business solicitation or for personal gain or the promotion of events and causes is likewise prohibited.

3.12. Open-Door Policy/Problem-Solving Process

Confluence promotes a quality work environment for all employees, one that encourages a high level of individual and team contribution in support of business goals. Confluence believes that open communication is essential to a successful work environment and that all employees should feel free to seek answers to work-related questions and raise issues of concern without fear of reprisal or retaliation.

The underlying philosophy of Confluence's Open-Door Policy is to provide an effective and timely process for employees to seek solutions to work-related questions, concerns or problems.

If for any reason, you do not feel comfortable discussing a work-related concern with your supervisor, you should bring the issue to the attention of the HR Director. If you feel that your issues have not been resolved, you are encouraged to bring your work-related concern to the attention of personnel at successively higher levels all the way up to the Board Chairman. You should attempt to resolve your concerns as soon as possible. You should make every attempt to bring your concerns to the attention of your supervisor or the HR Director within ten working days of the event.

3.13. Compliance Hotline

We take potential violations of the law and our standards and policies as well as any potentially unethical conduct very seriously and want you to know that you have multiple avenues for reporting concerns. In addition to the Open Door Policy that we believe is essential to a successful work environment, we offer the Compliance Hotline an online reporting program. These resources do not replace other resources available to you, including your direct supervisor, the HR Director and the Board of Directors. However, if you are unable to get your concerns resolved through those channels or you are not comfortable bringing a concern forward, the hotline and online link are alternate channels available to you 24 hours a day, 365 days a year.

The service is completely confidential and is operated on our behalf by an independent firm, Ethical Advocate. The Compliance Hotline number is 1-877-820-9754 and the online program can be accessed at <https://confluenceacademy.ethicaladvocate.com>.

You do not need to identify yourself by name when reporting your concerns. If you choose to give your name, we will keep that information confidential to the extent possible, consistent with Confluence's obligation to conduct a thorough investigation or unless we are otherwise required by law to disclose it. All reports will be investigated and appropriate actions taken. We absolutely will not allow retaliation against an employee who reports a compliance issue in good faith.

3.14. Public Relations/Statements to The Media

Inquiries from or statements to media and other interested parties must be referred to the Board Chair, or the Director of Public Relations at the Confluence Resource Office. Only the Board Chair of Confluence or his or her designee is authorized to make or approve public statements pertaining to Confluence or its operations. No employees, unless specifically designated by the Board Chair, are authorized to make those statements. Any employee wishing to write and/or publish an article, paper or other publication on behalf of Confluence must first obtain approval from the Board Chair/designee prior to publication.

3.15. Rules of Conduct

As a Confluence employee, you are expected to:

- Conduct yourself in accordance with the established policies and practices of Confluence.
- Strive to observe the highest standards of business behavior and ethics.
- Comply strictly with all applicable laws, rules and regulations.

The foregoing list is not comprehensive. It is not possible to list all the types of behavior that are desirable or that are considered unacceptable in the workplace.

Noted below is a partial list of the acts of misconduct that would require immediate disciplinary action, up to and including termination of employment. This list is not intended to limit Confluence's right to discipline or discharge an employee for other reasons not listed here, nor does it alter or limit the policy of employment at-will described earlier in this Handbook.

- Abuse or mistreatment of students.
- Misappropriation of funds or failure to handle funds in accordance with Confluence's guidelines.
- Theft or unauthorized use, possession or removal of Confluence's records or property or the property of any employee, client or visitor.
- Falsification of or omissions from employment records or other Confluence records including, but not limited to, test scores, grades and attendance or timekeeping records (e.g., time sheets).
- Unauthorized distribution, dispensation, possession or use of intoxicating beverages or controlled substances on Confluence premises or reporting

to work or operating Confluence-owned vehicles or equipment while under the influence of such substances. Failure to submit to reasonable-suspicion testing or conduct that violates Confluence's Drug-Free Workplace Policy.

- Dishonesty, including, but not limited to, any fraudulent act, breach of trust or soliciting or accepting gifts of more than de minimis value from any student or parent.
- Excessive tardiness or absenteeism or failure to call in as required.
- Failure to meet performance standards and poor job performance, including an unsatisfactory attitude that detracts from job performance or the efficient operation of Confluence or the learning process.
- Refusal to fully cooperate with Confluence in any investigation related to the workplace.
- Negligent or deliberate destruction or misuse of property belonging to Confluence, or any employee or visitor.
- Improper or illegal discrimination, harassment or retaliation as set forth in Confluence's Equal Employment Opportunity Policy, Anti-Harassment Policy and Policy Against Sexual Harassment.
- Failure to report a workplace injury in a timely manner.
- Misrepresentation when applying for sick time, leaves of absence or other time off.
- Failing to clock in or sign in, punching another employee's time card or authorizing someone to punch another employee's time card or sign another employee in or out.
- Inducing or assisting another employee in committing any breach of the foregoing rules and regulations.
- Violation of any Confluence rule, policy or standard, including, for example, but not limited to, policies regarding confidentiality of student educational or medical records or other proprietary information, policies relating to travel and expenses and policies concerning the use of Electronic Resources.
- Fighting or otherwise engaging in disorderly, threatening or intimidating conduct in the workplace, including horseplay or other actions that might endanger others.

- Using abusive or offensive language, making disparaging remarks, being discourteous or otherwise harassing, threatening, coercing or interfering with Confluence employees, students or visitors.
- Insubordination. Failure or refusal to follow the instructions of your supervisor including refusal to accept a job assignment, direction or reasonable overtime or behaving in a disrespectful manner toward a supervisor or in a manner which would undermine his or her authority.
- Creating or contributing to unsafe conditions by an act or by a failure to act.
- Failing to comply with established safety and health rules and safe work procedures.
- Possession of a weapon on Confluence premises at any time.
- Possession of a weapon on Confluence premises or while on Confluence business away from Confluence unless state law specifically gives the employee the right to bring a firearm on the employer's premises and then only in strict compliance with such law.
- Unauthorized absence from your workstation during work hours.
- Violations of Confluence's Electronic Resources policies.
- Loitering, loafing or sleeping during scheduled work hours.
- Gambling or possession of gambling devices on Confluence premises or the use of Confluence's Electronic Resources for such purposes.
- Soliciting or accepting gratuities or bribes of any nature.
- Smoking on Confluence premises in prohibited areas.
- Unauthorized possession, use or copying of Confluence records or the disclosure of proprietary or confidential information of Confluence to unauthorized persons.
- Illegal conduct of any kind.

For purposes of these standards of conduct or any other policies and procedures in this Handbook, Confluence premises includes any location where school-related functions or activities are taking place, other than an employee's private home.

To the extent permitted by law, certain misconduct committed off-premises or during an employee's personal time, under appropriate circumstances and where impacting on Confluence students or workplace or on Confluence's business or reputation, may also required immediate disciplinary action, up to and including termination.

This section should be read in conjunction with the Code of Ethics and Standards of Conduct. All employees' behavior should be in conformance with Confluence's Core Values.

3.16. Bullying

In accordance with Missouri law, Confluence and all schools with which Confluence is in any way associated in the state of Missouri have policies prohibiting students from engaging in intimidation or harassment that causes another student to reasonably fear for his or her physical safety or property. Bullying may consist of physical actions, including gestures, or oral or written communication as well as any threat or retaliation for the reporting of such acts.

All Confluence employees are required to immediately report any instances of bullying of which they have knowledge to their supervisor and/or the HR Director.

3.17. Second Jobs

The high standards of quality service held by Confluence are only possible when all employees give their very best performance. This level of performance may be difficult to maintain when an employee is working more than one job. Taking a second job, including self-employment, is not permitted if such work may reduce your performance while on the job for Confluence or if such work may create a potential conflict of interest.

For further guidance on conflicts of interest, please refer to the Code of Ethics and accompanying Standards of Conduct.

3.18. Staffing – Immigration Law Compliance

Confluence is required to comply fully with federal immigration laws. As a condition of employment, we will verify an employee's identity and legal authorization to work in the United States. The employee is required to present the documents necessary for the verification process no later than three business days after employment commences. Employees who do not produce the required documents will be terminated in accordance with the Federal Immigration Reform and Control Act. Where an employee has provided documentation that in any way limits the time that the employee is permitted to work, the employee will be required to re-verify his or her work authorization at the appropriate time or interval. If at any time during employment an employee's immigration status changes so that he or she is no longer authorized to

work in the United States, that employee must notify their supervisor and/or HR Director immediately.

Although an applicant or employee need not provide a social security number to verify his or her legal authorization to work in the United States, in conformity with federal tax laws, Confluence requires all employees to provide a valid social security number. In conformity with its policies regarding falsification of applications or records, Confluence reserves the right to discipline or terminate any employee who provides false or misleading documentation of work authorization or who provides a false social security number.

3.19. Wage Garnishments

Confluence would like to avoid incurring administrative expenses related to garnishments and wage assignments for employees. To that end, Confluence encourages all employees to meet their financial obligations without involving Confluence. Nonetheless, Confluence will adhere to legally imposed garnishments and wage assignments and will not modify the terms of those legal arrangements unless ordered to do so by a court. Confluence will deduct the administrative costs of complying with garnishments and wage assignments to the extent allowed by statute.

3.20. Work Hours Policy

Confluence will establish the work hours for the employees employed at the downtown office and will inform employees of their scheduled work hours and of any changes to such work hours that are considered necessary or desirable by Confluence. For those employed at the school level with work hours will be determined by your direct supervisor.

1. Non-exempt employees (those employees who are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) who work over forty hours in any particular week will be paid overtime for those additional hours at the rate of time and one-half unless state law dictates otherwise. All non-exempt employees are required to complete an individual time record showing their daily hours worked. Time records cover one work week and must be completed by the close of each workday. The following points should be considered in filling out time records:
 - a) Employees should record their starting time, time out for lunch, time in after lunch, any breaks taken (including start and end times), quitting time and total hours worked for each workday.
 - b) Employees' time records should be checked and signed by their direct supervisor. Time not worked for which an employee is entitled to be paid

(i.e., paid absences, paid holidays or paid vacation time) should be entered on the time record.

- c) Overtime must be authorized by the employee's direct supervisor before over forty hours are worked in a particular week.
 - d) Filling out another employee's time record or falsifying any time record is prohibited and will be grounds for disciplinary action, up to and including termination.
- 2. Personnel employed in executive, administrative, professional, outside sales or certain computer related capacities are generally exempt from the provisions of the Fair Labor Standards Act. These employees are not required to fill out hourly time records, but must account for daily attendance. Allocation of time must be recorded on the appropriate form as "Regular", "Vacation", "Sick", "Personal", "Bereavement" or "Jury Duty". Confluence's policy regarding salary payments to exempt employees is set forth below.
 - 3. Supervisors will assign overtime (if any) to non-exempt employees as needed. Employees are not permitted to work overtime without the prior approval of their direct supervisor. If Confluence finds that an employee has worked overtime hours that were not approved in advance, appropriate disciplinary action will be taken.
 - 4. Non-exempt employees will be compensated for attendance at lectures, meetings and training programs if such attendance is requested by management.
 - 5. Policy on salary basis payment for exempt employees:
 - a) All employees classified as "exempt" from overtime must be paid on a salary basis (except professional employees paid on a fee basis and exempt computer professionals). This means that the employee must be paid, on a weekly or less frequent basis, a predetermined amount constituting all or part of the employee's compensation, which amount is not subject to reduction because of variations in the quantity or quality of work performed. Except as provided below and in accordance with Department of Labor regulations, an exempt employee will receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. Confluence prohibits deductions from the salary of exempt employees for absences occasioned by Confluence or by the operating requirements of Confluence or that are otherwise prohibited by Department of Labor regulations regarding payment of exempt employees on a salary basis.
 - b) The following is a summary of the exceptions to the prohibitions against deductions from pay in the salary basis requirement:

- i. Deductions from pay may be made when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability.
 - ii. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability if the deduction is made in accordance with a bona fide Confluence plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. For example, deductions from pay for one or more full days may be made if an employee has exhausted his or her sick time allowance.
 - iii. Deductions cannot be made for absences due to jury duty, attendance as a witness or temporary military leave. However, Confluence may offset any amounts received by an employee as jury duty, witness fees or military pay against the salary due for that particular week.
 - iv. Deductions from pay may be imposed for penalties imposed in good faith for infractions of safety rules of major significance.
 - v. Deductions from pay may be unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules, such as, but not limited to, a violation of Confluence's Anti-Harassment Policy or Policy Against Sexual Harassment.
 - vi. Prorated salary may be paid in an employee's first or last week of employment.
 - vii. Confluence may pay a proportionate part of the full salary for time actually worked in any week that an employee takes unpaid leave under the Family and Medical Leave Act.
- c) Complaint Procedure: Any exempt employee who believes that an improper deduction has been made from his or her pay shall first bring the matter to the attention of his or her direct supervisor who shall attempt to resolve the matter with the employee on the basis of this policy. If the matter is not resolved within two weeks of the date on which the employee raised the matter, he or she may raise the matter with the HR Director, in writing or by e-mail. The HR Director or his or her designee will contact the employee within two business days of receiving the complaint to ascertain the employee's position and the amount, date and reason for the deduction. The HR Director, either alone or in consultation with legal counsel, shall determine whether the deduction violates the prohibition

against deductions from the wages of exempt salaried employees and communicate the decision to the employee in writing no later than two weeks after the initial complaint by the employee. If the deduction is determined to be inappropriate, the employee will be reimbursed by the next regularly scheduled pay day.

3.21. Visitors

Friends and relatives should be asked not to visit employees during working hours.

3.22. Foreign Corrupt Practices Act

All personnel are expected to conduct Confluence business legally and ethically. Improper gifts, payments or offerings of anything of value to foreign officials could jeopardize Confluence growth and reputation. The use of Confluence funds or assets for any unlawful, improper or unethical purpose is also prohibited. Specifically, it is Confluence policy to comply fully with the FCPA and the USA Patriot Act. For further guidance, please reference the full policy on Confluence Compliance policy and procedures section on the Common.

3.23. Investigations of Current Employees

Confluence may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning the employee's work performance, his or her ability to perform his or her job responsibilities, his or her reliability, honesty or trustworthiness, his or her alleged misconduct, his or her compliance with Confluence policies or his or her potential threat to the safety of students, co-workers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries regarding any arrest for which the employee is out on bail. In the event that a consumer report is obtained, Confluence will comply with the Federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with Confluence's lawful efforts to obtain relevant information and may be disciplined, up to and including termination of employment, for failure to cooperate.

3.24. Travel Reimbursement

It is the policy of Confluence to pay reasonable travel expenses for those who travel on Confluence business and whose trip has been approved by the Chief Operating Officer/designee. These expenses include registration, transportation, meals, lodging, tolls, and parking charges. Expenses are reimbursed only when properly accounted for by an individual and approved by the Chief Operating Officer/designee. Each employee allowed travel expenses shall file with the

Chief Operating Officer/designee an **itemized** account of expenses and other such reports as may be required.

1. All expense reimbursement requests must be submitted within thirty (30) days of return from business travel.
2. Mileage reimbursement is not authorized between home and office/base at Confluence.
3. Employees who travel directly from home to other than office/base at Confluence on official business are entitled to a mileage allowance of the distance in excess of that from home to office/base at Confluence. The same policy is applicable to return trips.
4. When transportation is performed by privately owned vehicle, mileage is authorized at an annually determined rate. Employees should car pool to and from the event. **When transportation pooling is not desired by the individuals concerned, each traveler will be limited to an equal share of the annually determined rate per mile.** Personnel should use the most direct well-traveled route between any two points. Claims for mileage reimbursement will be for actual miles driven based on odometer readings that do not exceed the round trip distance according to map quest.
5. Reservations for conferences must be made prior to three (3) weeks of the date of the conference. Failure to do so will result in denial of request to attend.
6. Reservations for air flights must be made prior to 14 days of the travel date in order to acquire a favorable rate. If the employee books a flight after the 14 days you will be responsible for the difference in the ticket price.
7. Confluence expects employees to act responsibly and professionally when incurring and submitting costs for lodging and food.
8. Discounted room rates should be requested at the time of room booking. Reimbursement for lodging will be based on the cost for the hotels provided by the conference. If you choose to stay elsewhere you must pay the difference in the conference room rate and the room you reserve.
9. While Confluence will reimburse up to a maximum of \$50 per day for meals, reimbursement will be provided for actual costs for meals incurred based on an itemized receipt (not a credit card receipt). Utilizing room service at a hotel or submitting more than three meal receipts per day is not an example of responsible spending. These kinds of expenditures will not be approved.
10. All expense reimbursements must be submitted on the appropriate form. Receipts must be clear and legible and clearly show **ITEMS PURCHASED** and **AMOUNT PAID**. Receipts must be the itemized receipt and not the credit card summary receipt (for all reimbursable expenses, including hotels). All receipts should be listed separately on the expense report.
11. If your lodging is paid with a Confluence credit card, you must submit the receipt within seven (7) days upon your return to work from any business travel.
12. All professional development/conventions/conferences must be approved by the Director of Academics on the PD approval form before any reservations or expenses occur.
13. Your SOM or Supervisor must sign-off on the expense report.

14. Meal reimbursement for meetings must include the agenda and list of attendees.
15. Expense statements must include the purpose of the expense.
16. Unallowable expenses include alcohol and entertainment cost.
17. Metered parking is only reimbursable with a listing of days and amounts paid.
18. Reimbursement checks will be processed within three (3) weeks of receipt of reimbursement forms. The employee will not be able to pick up the reimbursement check in the office. **Checks will be mailed on Fridays to the employee's home address.**

Any questions related to the content of this information or its interpretation should be directed to the Director of Human Resources. Please refer to Board Policy and Board Regulation 3440 for additional details regarding reimbursement of travel expenses.

3.25.USDA Food Guidelines

Confluence Charter Schools participates in the National School Lunch and Breakfast Programs. Beginning in July 2014, the USDA mandated that all foods sold at school during the day must meet specific nutrition standards. These standards apply to all foods sold a la carte, in school stores, vending machines, and fundraisers. You must get the approval of your campus food service specialist before purchasing food items.

For more information, including a smart snack calculator, please visit <http://dese.mo.gov/financial-admin-services/food-nutrition-services/smart-snacks-schools>.

4. POLICY ON USE OF COMPANY PROPERTY

4.1. Bulletin Boards

Bulletin boards are reserved for the exclusive use of Confluence for posting work-related notices or notices that must be posted pursuant to local, state and federal law. From time to time, special notices and information for employees will be posted by Confluence on the bulletin boards. Please check the boards regularly for these notices.

4.2. Electronic Resources Policy

Confluence provides a computer network and related software and hardware to conduct its business and may also provide a phone system and related hardware and software for that purpose. Confluence relies on these Electronic Resources for that purpose. To ensure that their Electronic Resources are used properly by Confluence employees, independent contractors, agents and other users, Confluence has adopted this Electronic Resources Policy.

“Electronic Resources” refers to Confluence’s Central Office as well as the School’s computer network, telephone network and related software and hardware. Specifically, Electronic Resources, whether owned or leased, include, but are not limited to: host computers, file servers, application servers, communication servers, mail servers, fax servers, web servers, workstations, stand-alone computers, laptops, software, data files and all internal and external computer and communications networks (i.e., Internet commercial online services, value-added networks, e-mail systems, and Blackberries) that may be accessed directly or indirectly from Confluence’s computer network. It also includes all phone systems, telephone units, servers, voicemail systems and cell phones, whether owned or leased. From time to time in this Policy, “Users” refers to all people, whether Confluence employees or otherwise, to whom Confluence provides Electronic Resources.

The Electronic Resources have been made available to Confluence for the purposes of carrying on Confluence business. They are the property of Confluence. For purposes of this policy, these Electronic Resources are referred to, from time to time, as Confluence’s Electronic Resources. Employees are permitted access to Confluence’s Electronic Resources to assist them in the performance of their job responsibilities, subject to their compliance with this Policy. At all times, Users have the responsibility to use Confluence’s Electronic Resources in a professional, ethical and lawful manner. Use of Confluence’s Electronic Resources is a privilege that may be revoked at any time. In addition, violations of this Policy will be taken very seriously and may result in disciplinary action, up to and including termination of employment as well as civil and criminal liability.

4.3. No Expectation of Privacy

No Expectation of Privacy: The Electronic Resources are made available to employees by Confluence solely to assist them in the performance of their job

responsibilities. Users, therefore, should not and do not have an expectation of privacy in anything they create, store, send or receive on or with Confluence's Electronic Resources. The computer system, phone system and related hardware and software should be used solely for business purposes, except as otherwise expressly stated in this Policy.

Waiver of Privacy Rights: By using Confluence's Electronic Resources, Users expressly waive any right of privacy in anything they create, store, send or receive on the computer system, phone system or over the Internet or any other computer network or any other Electronic Resources provided by Confluence. Users consent to allowing personnel of Confluence or their authorized and designated agents, to access and review all files, attachments, websites, e-mails, voicemails or any other transmissions or materials that they or others create, store, send or receive on the computer or over the Internet or any other Confluence computer network or phone network or equipment. Users understand and agree that Confluence may use human or automated means to monitor the use of the Electronic Resources.

4.4. Prohibited Activities

Prohibited Uses: Confluence's Electronic Resources are to be used by employees for business purposes and may not be used for dissemination or storage of commercial or personal advertisements, solicitations, gambling, internet shopping, video or music streaming, online dating, promotions, destructive programs (i.e., viruses or self-replicating code), political material or any other unauthorized use.

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate may not be sent by e-mail or other forms of electronic communication (such as IM, newsgroups, chat groups, web browsers or blogs) or accessed, displayed or stored on Confluence computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor, or to the HR Director.

Electronic Resources must be used in a manner that does not violate the Family Education Rights and Privacy Act that Confluence is bound to follow.

Misuse of Software: Without prior written authorization from Confluence, Users may not do any of the following: (1) copy Confluence or third-party software for use on their home computers; (2) provide copies of software to any independent contractor or to any other third person; (3) modify, revise, transform, recast or adapt any software; (4) reverse-engineer, disassemble or decompile any software; (5) download from the Internet or otherwise install software on Confluence's workstation, desktop or laptop computer, Confluence-provided cell phone, blackberry or other device. Employees who become aware of any misuse of software or violation of copyright law should immediately report the incident to their supervisor. All software must be loaded by Confluence's IT department or designated contractor and must be for business purposes only.

Communication of Trade Secrets: Sending, transmitting or otherwise disseminating proprietary data, trade secrets or other confidential information of Confluence or its students and/or, its clients or vendors is strictly prohibited. Unauthorized dissemination of this information may result in disciplinary action being taken, up to and including termination of employment, in addition to substantial civil liability as well as severe criminal penalties under the Economic Espionage Act of 1996.

4.5. Passwords

Responsibility for Passwords: Users are responsible for safeguarding their passwords for access to any Electronic Resources. Individual passwords should not be printed, stored online or given to others. Users are responsible for all transactions made using their passwords. No User is permitted to access any Electronic Resources with another User's password or account.

Passwords Do Not Imply Privacy: The use of passwords to gain access to Electronic Resources or to encode particular files or messages does not imply that Users have an expectation of privacy in the material that they create, transmit or receive on these Electronic Resources. The network provider has access to all material stored on its Electronic Resources regardless of whether that material has been encoded with a particular User's password.

4.6. Security

Accessing Other Users' Files: Users may not alter or copy a file belonging to another User without first obtaining permission from the owner of the file. Ability to read, alter or copy a file belonging to another User does not imply permission to read, alter or copy that file. Users may not use Confluence's Electronic Resources to "snoop" or pry into the affairs of another Users by unnecessarily reviewing their files and/or e-mail.

Accessing Other Computers and Networks: A User's ability to connect to other computer systems through the network, P2P or by a modem or otherwise does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the administrators of those systems.

Security: Users may not attempt to circumvent Confluence's data protection measures or to uncover security loopholes or bugs. Users may not gain or attempt to gain unauthorized access to restricted areas or files on the computer system. Users should not tamper with any software protections or restrictions placed on computer applications, files or directories. Users who engage in this type of activity may be subject to immediate termination.

Portable Storage Devices: Portable storage devices (i.e., flash drives, zip drives, i-pods or other storage devices) can be used for business purposes only and under the following conditions. Documents stored on a portable storage device should be copies

of documents that exist in other locations on Confluence's network. Nothing should exist solely on a portable storage device.

Social Security numbers, pay data and other confidential personnel information, health records (or any information that would violate HIPPA), student records and/or trade secrets or other confidential information relating to Confluence must never be transported or saved on a portable storage device.

Vendors and visitors may not use a flash drive or other portable storage device on any Confluence's network computer.

If you lose a portable storage device containing Confluence information, you should notify your supervisor immediately.

4.7. Viruses

Virus Detection: Viruses can cause substantial damage to computer systems. Each User is responsible for taking reasonable precautions to ensure that he or she does not introduce viruses to the network. To that end, all material received on floppy disk or other magnetic or optical medium and all materials downloaded from the Internet or from computers or networks that do not belong to Confluence must be scanned for viruses and other destructive programs before being placed onto the computer system.

Accessing the Internet: To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to Confluence network must do so through an approved Internet firewall. Accessing the Internet directly, by modem, is strictly prohibited unless the computer that you are using is not connected to Confluence's network.

4.8. Encryption Software

Use of Encryption Software: Users may not install or use encryption software on any computers provided by Confluence or connected to Confluence without first obtaining written permission from Confluence or designated vendor. Users may not use passwords or encryption keys that are unknown to Confluence or designated vendor.

Export Restrictions: The federal government has imposed restrictions on export of programs or files containing encryption technology (such as e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions). Software containing encryption technology is not to be placed on the Internet or transmitted in any way outside of the United States without prior written authorization from Confluence or designated vendor.

4.9. E-mail

E-mail Usage: Confluence considers e-mail to be any technology used to transfer business messages. Thus, for purposes of this policy, “e-mail” may include text messages, instant messages and e-mail transmitted from Blackberries or similar devices. Users are responsible for conducting themselves in an ethical and lawful manner when using e-mail. When creating e-mail messages, Confluence expects you to follow the same standards required in all written Confluence-related communications.

As with all other Confluence Electronic Resources, the e-mail systems, including the software, servers, work stations, Confluence-supplied Blackberries or other portable devices, and all e-mail accounts maintained on Confluence’s computer systems are the sole property of Confluence and are provided solely for the purpose of conducting Confluence-related business. Confluence retains the right to access, monitor, intercept, review and copy any and all e-mail messages composed, transmitted, received or stored with or on Confluence Electronic Resources and a User’s use of Confluence Electronic Resources constitutes consent to such. Users, therefore, have no expectation of any right of privacy in their use of Confluence’s e-mail systems.

Users must understand that e-mail access is provided for the purpose of increasing productivity and not for non-business-related activities. That means that Confluence expects you to use your e-mail account for business-related purposes, i.e., to communicate with co-workers, and parents, to research relevant topics and to obtain useful information relevant to your work at Confluence. Whenever possible, non-business-related use should be kept to a minimum and should be limited to employee meal and break periods. Excessive use of e-mail for personal purposes or personal usage that interferes with the performance of your work or the work of other employees may subject you to discipline, up to and including termination. The following are specific provisions regarding prohibited and authorized use of your Confluence e-mail account:

Prohibited Uses: Below are a few examples of uses that are prohibited under the e-mail usage policy. This is not intended to be an exhaustive list and employees are asked to use their best judgment when using Confluence’s e-mail services. Users shall not use Confluence’s e-mail services to create, view, save, receive or send material related to the following:

- Creating, exchanging or storing offensive, sexually explicit, profane or obscene messages of any kind, including, but not limited to, pornographic material.
- Creating, exchanging or storing e-mail that promotes discrimination or may be harassing or offensive on the basis of race, gender, national origin, age, marital status, sexual orientation or perceived sexual orientation, religion, disability or any other category protected by law.

- Creating, exchanging or storing e-mail that contains a threatening or violent message or is intimidating or defamatory.
- Creating, exchanging or storing e-mail that is fraudulent.
- Exchanging proprietary information, trade secrets or other confidential information, including, but not limited to, confidential student or personnel information, to anyone not affiliated with Confluence or with employees who do not have the authority or need to see or receive such information.
- Creating, forwarding or exchanging SPAM, chain letters, solicitations or advertising.
- Users may not, under any circumstances, use “spoofing” or other means to disguise their identities in sending e-mail or other electronic communication via bulletin boards, newsgroups or chat groups. Without express permission of their supervisors, Users may not send unsolicited (“spamming”) e-mails to persons with whom they do not have a prior relationship or bona fide business purpose.
- Altering a message from another User without their permission.
- Improperly using someone else’s e-mail account as your own.
- Opening e-mail from an unknown source without performing a virus scan.
- Creating, exchanging or storing e-mail containing material protected under copyright laws.
- Forwarding your Confluence e-mail to your personal Internet account (e.g., Yahoo or Hotmail) for usage outside of Confluence. E-mail can be accessed via Confluence webmail account and can be forwarded to authorized Users.
- Do not bcc parties. In the spirit of transparency and openness, it is Confluence’s policy not to use the bcc function.

Guidelines for Authorized Use

- Passwords are your best defense against unauthorized use of your e-mail account. Do not compromise your account by giving your password to others for displaying it in public view.
- Users must also understand that any connection to e-mail offers an opportunity for non-authorized users to view or access Confluence information. Therefore, it is important that all connections be secure, controlled and monitored.

- Long-term message retention is important only if it is relevant for business or legal purposes. If you desire to keep less important messages for longer than ninety days, please archive the e-mail to your allotted server storage space. The e-mail system is designed to delete messages older than ninety days.
- Avoid sending Confluence-wide messages. E-mail “blasting” can cause a system to slow down and affect performance. If you have a Confluence-wide message to deliver, you should send it to the School Principal or his or her authorized designee who has access to the “all School” e-mail grouping.
- There are very few instances that require you to “reply all”. Respond only to the parties who require your response.
- Large e-mail attachments can drastically slow system performance. Please refrain from e-mailing large files/attachments if at all possible.
- Users should take care in addressing e-mail messages so that they reach the desired recipient. Also, spelling and grammar should be checked by the e-mail sender before sending the message.
- Subscribing to distribution lists and other forms of e-mail subscription services related to your job function is allowed. If the service does not pertain to your job function seek approval from your supervisor before signing up.
- E-mail use must not interfere with the performance of your work responsibilities. It is a tool that should enhance productivity, not reduce it.
- Only cc those parties who truly need to be on the e-mail. A cc can shame the recipient even if that was not the intent.

E-mail Disposal: Unless directed to the contrary by your supervisor, employees should discard inactive e-mail after ninety days. Information subject to federal and/or state laws and regulations governing mandatory retention of records and electronic communication may require you to maintain certain files or documents for a specified period of time. It is the employee’s responsibility to know which records are subject to these conditions and to comply with these laws and regulations.

Drafting E-Mails: Because they may appear informal, e-mail messages are sometimes treated like a conversation and are not as carefully thought out as a letter or memorandum. Like any other written document, an e-mail message can later be used to indicate what an employee knew or felt. You should keep this in mind when creating

e-mail messages or other documents. Even after you delete an e-mail message or close a computer session, it is still recoverable and may remain on the system.

Privileged Attorney-Client Communications: Confidential e-mail sent from or to in-house counsel or an attorney representing Confluence should include this warning header on each page: "The information contained in this e-mail has been sent by or to an attorney and may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution or copying of this communication or any of its contents is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message."

4.10. Miscellaneous

Disclaimer for Liability for Use of the Internet: Confluence is not responsible for material viewed or downloaded by Users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information, some of which include offensive, sexually explicit and inappropriate material. Users accessing the Internet do so at their own risk.

Compliance with Applicable Laws and Licenses: In their use of Confluence's Electronic Resources, Users must comply with all software licenses/copyrights and all other state, federal and international laws governing intellectual property and online activities. Users should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that Confluence has the right to copy or distribute such material. Failure to observe a copyright may result in disciplinary action by Confluence as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your supervisor and/or HR Director.

No Additional Rights: This Policy is not intended to and does not grant Users any contractual rights.

4.11. Voicemail

Confluence's phone and voice mail system are part of its Electronic Resources and their usage is subject to the Electronic Resources Policy set forth in this Handbook. Thus, these systems and the messages transmitted and stored on them are and remain at all times the property of Confluence and/or the provider of the system. As a result, voicemail messages are readily accessible to numerous persons. If, during the course of your employment, you transmit or record a message on Confluence's voicemail system, your messages may be subject to the investigation, search and review by others in accordance with this Policy. While Confluence respects the individual privacy of its employees, that privacy does not extend to an employee's work-related conduct or

to any use of its technical resources, such as the voicemail system, regardless of purpose.

In your outgoing voicemail message you should state your name, title, the name of Confluence and indicate that you will return the call, but you may not include any personal message.

4.12. Blackberry (PDA), Telephone and Cell Phone Usage

The use of any and all electronic devices provided by Confluence, including pagers, telephones, cell phones and Blackberries, is covered by the Electronic Resources Policy set forth in this Handbook as well as the additional specific policies below. Use of any such devices may not interfere with the normal course of business. Employees are prohibited from using personal cell phones in Confluence during working time, except to summon help in the case of an emergency in a classroom that is not equipped with a working intercom or phone. While you are at work, you are expected to be performing your job duties and responsibilities. Personal calls, both incoming and outgoing, must be kept to an absolute minimum, should be confined to meal and break periods and must not interfere with your duties and responsibilities or Confluence policies. Employees should not use their cell phones inside the classroom when students are present. This includes cell phone ear buds and blue-tooth devices. Employees should limit their use of Confluence telephones for personal long-distance calls. In the event that it is necessary for an employee to make a personal long-distance call, Confluence or network provider reserves the right to seek reimbursement from the employee for the cost of such call. Abuse of the long-distance telephone call policy may result in disciplinary action, up to and including termination.

Cameras and camera cell phones or PDA's may not be used in the workplace, except by an employee who is specifically required to take a photograph or make a video. Anyone improperly using these electronic devices during business hours may be subject to disciplinary action, up to and including termination.

Cellular telephones and Blackberries provided to employees by Confluence are for business purposes only. They are not to be used for non-work related communications unless circumstances arise as described herein.

E-mails and text messages may not be reviewed, drafted or sent while operating a vehicle.

Using a cellular phone while operating a vehicle is strongly discouraged. Employees should plan calls either prior to travelling or while on rest breaks. Confluence is committed to promoting highway safety by discouraging the unsafe use of cellular phones by Confluence employees. While some employees may perceive a business need to use cellular phones while driving, safety must be the first priority.

If an employee needs to make a phone call while driving, the individual must find a proper parking space first. Cellular phone calls while driving are strictly prohibited in the absence of a hands-free device. Further, stopping on the side of the road is not acceptable unless you stop in an authorized parking zone. The only exception is for genuine emergencies, such as an accident or a car breakdown. Employees with hands-free phones may make brief phone calls while driving, but must park when road conditions are poor, traffic is heavy or the conversation requires concentration. If an employee gets into an accident while on a business call, it will not be the liability of Confluence.

Employees in possession of Confluence-provided cellular phones or Blackberries are required to take appropriate precautions to prevent theft and vandalism of such equipment.

If unforeseen circumstances develop where employees must use their Confluence or Company-issued cellular telephone to make a personal call (e.g., to let family know that the employee will be home late), **it is up to the supervisor to determine whether the employee needs to reimburse Confluence for the phone call.**

4.13. Use of Equipment

All Confluence property – including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines and vehicles – is provided for Confluence business use. Confluence reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of retrieving or protecting its property, for determining whether any policy of Confluence has been violated, when an inspection and investigation is necessary to promote safety in the workplace or compliance with state and federal laws, or for any other legitimate business interest. These inspections may be conducted during or after business hours and in the presence or absence of the employee. By using Confluence's property, users expressly waive any right of privacy in anything they create, store, send, receive or maintain in Confluence property, including, but not limited to, desks, storage areas, work areas, lockers, file cabinets, facsimile and duplicating machines, company vehicles and Electronic Resources.

Employees are expected to properly use and maintain in good working order all Confluence property and equipment made available to them to perform their jobs. Employees who lose, steal or misuse Confluence's property shall be personally liable for replacing or fixing the item and may be subject to disciplinary action, up to and including termination of employment. **The employee will be charged for lost or irreparably damaged property or equipment at replacement cost with the amount being deducted from the employee's payroll thru an Authorization Payroll Deduction Form.**

Employees must strictly limit the use of Confluence's equipment for non-work-related purposes and such use may not interfere with an employee's duties and responsibilities or violate Confluence's policies.

In addition, in order to ensure the safety and security of staff and students, and to protect its legitimate interests, including, but not limited to, its interest in protecting confidential student and medical information, Confluence reserves the right to question, inspect or search any staff member or other individual entering or leaving Confluence premises or while on Confluence premises, including any bags, briefcases, carrying cases or other items that they may be carrying. Please refer to Confluence's safety and security policies for more detail.

Employees have no right of privacy as to any information or files maintained in or on Confluence's property or transmitted through Confluence networks. For purposes of inspecting, investigating or searching employees' files or documents, Confluence may override any applicable passwords, codes or locks in accordance with the best interests of Confluence, its employees, students, guests or visitors. All bills and other documentation related to the use of Confluence's equipment or property are the property of Confluence and may be reviewed and used for purposes that Confluence considers appropriate.

Employees may access only files or documents that they have permission to access. Unauthorized review, duplication, dissemination, removal, damage or alteration of files or other property of Confluence or the improper use of information obtained by unauthorized means may be grounds for disciplinary action, up to and including termination.

4.14. Use of Stationery and Mail Services

All engraved or printed Confluence stationery, envelopes and other work materials are for Confluence's business only. These materials may not be used for personal correspondence or non-business-related matters. When signing business letters on Confluence's letterhead, the employee's name and title or position must be used.

Employees are requested not to send or receive personal mail or packages using Confluence's mail services. Employees will be asked to reimburse the cost of postage for non-business-related materials sent through Confluence's mail services.

5. SAFETY, SECURITY AND COMPLIANCE ISSUES

5.1. Health and Safety

The health and safety of employees and others on Confluence property are of critical concern to Confluence. We strive to attain the highest possible level of safety in all activities and operations. Confluence intends to comply with all health and safety laws applicable to Confluence operations, and to adhere to Confluence's safety plan and related policies.

To this end, Confluence may rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor immediately; even if you believe that you have corrected the problem. If you suspect a concealed danger is present on Confluence's premises or in a product, facility, piece of equipment, process or business practice for which Confluence is responsible, you should immediately bring it to the attention of your supervisor. Confluence should arrange for the correction of any unsafe condition or concealed danger immediately.

Periodically, Confluence may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact your supervisor or HR Director for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated and may result in disciplinary action, up to and including termination.

Any student, teacher or staff member injury, accident or illness must be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

The District is implementing a policy prohibiting the use of any personal small appliances on campus. This policy decreases the potential for the following issues:

- Possible fire and/or overloading of electrical systems
- Increased potential for insects and rodents
- Injury to school population, adults and students alike
- Increase in energy usage
- Insurance issues

The following appliances are **prohibited** outside of break or lunch rooms:

- Space Heater (all types)
- Fans (electric)
- Air Purifiers
- Microwave Ovens
- Ovens
- Toasters
- Refrigerators
- Mini Refrigerators
- Coffee Pots
- Humidifiers
- Dehumidifiers

For special circumstances an employee may discuss their situation with the School Operations Manager.

5.2. Policy Against Workplace Violence

1. Statement of Policy

Confluence recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of Confluence employees is paramount. Therefore, Confluence has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment and/or coercion that involve or affect Confluence, or that occur on Confluence's property or in the conduct of Confluence's business off Confluence property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Confluence's operations, including, but not limited to, Confluence personnel, contract workers, temporary employees and anyone else on Confluence's property or conducting Confluence business off Confluence property. Violations of this policy by any individual

will lead to disciplinary action, up to and including termination of employment, and/or legal action as appropriate.

This policy is intended to bring Confluence into compliance with existing legal provisions requiring employers to provide a safe workplace. It is not intended to create any obligations beyond those required by existing law.

2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more Confluence employees. Workplace violence may involve any threats or acts of violence occurring on Confluence premises, regardless of the relationship between Confluence and the parties involved in the incident. It also includes threats or acts of violence that affect the interests of Confluence or that may lead to an incident of violence on Confluence's premises or against a Confluence employee, student, contractor or vendor or their property. Threats or acts of violence occurring off Confluence premises that involve employees, agents or individuals acting as representatives of Confluence, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his or her family, friends, associates or property;
- c. The intentional destruction or threat of destruction of Confluence property or an employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and,
- h. Any conduct resulting in the conviction under any criminal code relating to violence or threats of violence that adversely affect Confluence's legitimate educational or operational interests.

Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

3. Enforcement

Any person who engages or is accused of engaging in a threat or violent action on Confluence property may be removed from the premises as quickly as safety permits and may be required, at Confluence's discretion, to remain off Confluence premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by Confluence employees, a judgment will be made by Confluence as to what response is appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is Confluence's policy to put the threat-maker on notice that he or she will be held accountable for his or her actions and then implement a decisive and appropriate response.

Under this policy, actions may need to be taken to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing policy or procedure of Confluence should be interpreted in a manner that prevents the taking of these necessary actions.

Important Note: Confluence will make a sole determination of whether and to what extent threats or acts of violence will be acted upon by Confluence. In making this determination, Confluence may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred or will occur. No provision of this policy shall alter the at-will nature of employment at Confluence.

5.3. Mandatory Abuse Incident Reporting Policy

This Mandatory Abuse Incident Reporting Policy is designed to ensure that all Confluence employees, report any allegations or reasonable suspicion of any incidents of sexual or physical abuse against students or neglect of students, including abuse and neglect that may take place within students' homes. Most Confluence-based employees that come in direct contact with the children to whom Confluence provides services are legally-mandated reporters for child abuse and neglect. Mandated reporters are not required to be certain that abuse or neglect has occurred in order to make a report.

Confluence employees are required by most state laws to know the procedures for reporting suspected child abuse and/or neglect. State laws require that all professional employees report suspected child abuse to the proper authorities. Failure to do so may result in termination and/or prosecution. The reporting procedures for the state of

Missouri are outlined on the Department of Social Services website at: <http://www.dss.mo.gov/cd/can.htm>.

All Confluence employees that come in direct contact with children are required to immediately and directly report any reasonable suspicion of sexual or physical abuse or neglect of students to the Child Abuse/Neglect Hotline. The employee must also receive confirmation that the incident was reported to the appropriate authorities. Such confirmation includes the case number, incident number or confirmation number from the State of Missouri's child protection agency. The toll-free number for the Child Abuse/Neglect Hotline is 1-800-392-3738; persons calling from outside the state of Missouri should dial 1-573-751-3448. There is also the option to text your concerns to 1-800-699-8689.

In addition to adhering to State-mandated reporting requirements, the reporter must immediately contact the HR Director.

Non-Retaliation

Confluence prohibits any manager or other employee from retaliating or taking any adverse action against any employee for reporting reasonable suspicion of sexual or physical abuse or neglect.

Penalties for Violations

In addition to applicable criminal or civil penalties, any employee of Confluence who fails to comply with this policy shall be subject to disciplinary action, up to and including termination of employment. Such discipline may also apply to such actions as requesting others to violate this policy, failing to cooperate with any child abuse investigation or retaliating against an employee for making a report of child abuse.

Employees should also be aware that if, in the judgment of their supervisor, they have engaged in abusive or inappropriate conduct directed at a student, the supervisor may report the incident to the authorities and implement disciplinary action, up to and including termination.

5.4. Staff Responsibility Relate to Mental Illness in Students

A TEACHER'S GUIDE TO RECOGNIZING MENTAL ILLNESS IN STUDENTS

How do you know when a child you teach is suffering from a mental health issue?

Research indicates that somewhere between 3-8% of children have some form of a mental health issue/disorder and that the incidents of children with mental health issues are on the rise.

Mental health issues aren't like other health issues as they affect behavior and or mood. The behaviors and moods are what you have to rely on as opposed to pain and fevers etc.

Some of the more common mental health issues seen among children include:

- Adjustment Disorder
- Anxiety Disorder
- Depression
- Oppositional Defiant Disorder (ODD)
- Conduct Disorder (CD)
- Attention Deficit Disorder (ADD)
- Attention Hyper Deficit Disorder (ADHD)
- Eating Disorders (Anorexia Nervosa, Bulimia)
- Schizophrenia
- Bi-polar Disorder (Manic-Depressive)

There are certain signs that teachers often observe when a child is suffering from a mental disorder. Although many of the signs or symptoms can be suffered at some time by many children, one should ask themselves if the behavior is unusually intensive, out of the norm, age appropriate and if the behavior is having a negative impact on academic functioning or social interactions.

Look for the following signs:

- Weaker marks and overall achievement.
- Difficulty with friends and social situations.
- Fits or outbursts of anger or possibly rage.
- Less interested in snacks or lunch.
- Becoming rebellious.
- Lacks interest in school life in general.
- Lacks motivation and energy.
- Self-injurious.

- Bully type behaviors.

If any of the signs or combinations of signs occur, it is important to seek help, firstly by referring to the school counselor, social worker or nurse as soon as possible. The school counselor, social worker or nurse will assess the student and make the appropriate contact with parent and/or guardian. Teachers can identify the concerns you are seeing and get assistance with putting preventative measures in place. Early intervention is key to helping children suffering from mental health issues. Remember, mental health problems can be treated when identified. **Early identification is crucial.**

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5.5. Security

You should be alert at all times and should report the presence of any suspicious persons to your supervisor, and/or security personnel immediately. You should also maintain in your possession at all times your keys, security passes and identification badge(s). Do not lend these items to anyone who is not authorized to possess them. Similarly, computer passwords, electronic door codes and any other security access information must not be disclosed to anyone who is not authorized to have that information.

5.6. Weapons

Confluence believes that it is important to establish a clear policy that addresses weapons in the workplace. Specifically, Confluence prohibits all persons who enter Confluence property from carrying a handgun, firearm, knife, chemical, explosive or detonating device or other weapon of any kind regardless of whether the person is licensed to carry the weapon.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by Confluence to carry a weapon on Confluence property. Any employee who violates this policy will be subject to immediate termination.

6. EMPLOYEE BENEFITS

6.1. Employee Benefits Summary

All full-time regular employees will receive the insurance and other benefits offered by Confluence. Eligibility, coverage, deductibles and carriers of such benefits are subject to modification or termination at any time at the sole discretion of Confluence or the respective insurance carriers.

For illustrative purposes only, below is a brief summary of the benefits presently offered by Confluence. This summary briefly describes the benefits in effect at the time that this Handbook was drafted. It is not intended to be definitive or to be relied upon and is not a guarantee or representation that these or any other particular benefits will be or will continue to be provided. These benefits may be modified or discontinued at the sole discretion of Confluence at any time.

Benefits are only available to full-time regular employees who are regularly scheduled to work a minimum of forty hours per week. Part-time employees, temporary employees and employees who are regularly scheduled to work less than forty hours per week are not eligible to receive the benefits set forth in this section..

- Confluence offers a health insurance package to all eligible employees, which includes medical, pharmaceutical, vision and/or dental coverage with the cost of such coverage being shared between the employer and the eligible employee. Eligible employees contribute a percentage of the total premium paid by Confluence. The cost of the employee is based on their level of coverage. If elected, health insurance coverage begins after thirty-days (30) of employment as a full-time regular employee.
- Confluence offers a Flexible Spending Account plan (healthcare and dependent care) to all eligible employees. These accounts allow employees to use pre-tax dollars to pay for eligible, unreimbursed medical, dental and vision expenses and for dependent care expenses.
- Confluence provides life insurance to all eligible employees equaling two times the eligible employee's annualized base salary, up to a maximum benefit of \$500,000. There is no cost to the employee for this benefit. Employees are eligible for this benefit the first day of employment. If you retire, reduce your hours, or leave Confluence you can convert this coverage to an individual policy according to the terms outlined in the contract. Confluence provides Accidental Death & Dismemberment (AD&D) insurance to all eligible employees equaling two times the eligible employee's annualized base salary, up to a maximum benefit of \$500,000. Employees are eligible the first day of employment. There is no cost to the employee for this benefit.
- Confluence provides a Confluence-funded Salary Continuation/Short-Term Disability (STD) program to all eligible employees, which is designed to assist those who need an extended leave of absence due to illness or injury that is non-work related. There is no cost to the employee for this benefit. Salary

Continuation/STD benefits accrue at the rate of 5.54 hours per pay period beginning with the first complete pay period of continuous employment as a full-time regular employee. An employee can earn up to a maximum of 560 hours or 70 work days of Salary Continuation/STD benefits.

- Confluence provides Long-Term Disability (LTD) insurance to all eligible employees which pays 60% of the eligible employee's monthly base salary up to a maximum of \$10,000 per month. Employees are eligible for LTD the first of the month following thirty days (30) of employment. There is no cost to the employee for this benefit. A full-time regular employee is eligible to collect LTD after ninety continuous days of disability.
- Confluence provides access to a voluntary and confidential Employee Assistance Program ("EAP") administered by Guardian Life to assist employees and their eligible family members in resolving a variety of issues. Such issues may include drug and alcohol dependence, family or marital discord, emotional problems, legal or financial difficulties, gambling or debt issues, and parenting or pet issues. The EAP is a comprehensive resource, which is designed to provide fast and convenient answers and advice on a wide variety of topics ranging from severe to everyday problems. Personal counseling sessions are available as needed. There is no cost to the employee for this benefit. For more information regarding the EAP, call (800) 386-7055. You can contact the EAP 24-hours a day, seven days a week. There is also a wealth of information to address personal issues and to gain valuable knowledge online at www.ibhworklife.com. Enter the following: User Name: Matters; Password: wlm70101.
- For more information concerning any benefit offered by Confluence, please contact SEBS, Sabrina Brouk at (314) 259-5023, brouks@caravus.com.

6.2. Compensation

Payroll Checks

Employees will be paid twenty-six (26) times per year or biweekly, every other Friday. The bi-weekly pay period begins on Monday and ends on Sunday. Payroll is the following Friday. (See current year Addendum for the Fiscal Payroll Calendar).

No one other than the employee to whom a check is written is allowed to pick up a paycheck unless prior written authorization has been given for another individual to do so.

Confluence elects to pay by direct deposit, directly to a banking institution. No direct deposit transaction can be made without a completed authorization form.

Payment to Contracted Staff

Confluence compensates its full time contracted staff based on individual annual contracts. Each employee is contracted to work as set forth in their contractual agreement for the given fiscal year.

The salaries of 12 month employees begin July 1 of the fiscal year and payment is bi-weekly, over 26 pay periods. Full-time, 12 month, salaried employees are scheduled to work 8 hours per day.

The salaries of contracted employees working less than 12 months shall begin on the 1st day worked of the school year and paid over 26 pay periods on a bi-weekly basis. The salary for an employee working less than 12 months per year can be broken down as follows:

- Annual Salary / 26 pay periods = **Bi-Weekly Payroll**
- Annual Salary / Number of Days to be Worked per Fiscal Year Contract = **Daily Rate of Pay**
- Daily Rate of Pay / 8 Hours per day = **Hourly Rate of Pay**

Each year, Confluence Charter Schools releases the Fiscal Year Calendar that reflects Instructional Contract Days, Holidays, and Professional Development Days. In addition, each year Confluence Charter Schools releases an addendum to the Employee Handbook that reflect the Total Work Days Per Month for all contracted employees.

Time and Place of Payment

Employees will be paid biweekly. With direct deposit, your salary will be deposited into an account at your financial institution using the account information that you have provided. For employees without direct deposit, negotiable (live) paychecks will be mailed to your home address on record with Confluence. Employees may pick up their live paychecks after 3:00p.m. (cst) on the Friday of payroll week, not before.

HR Portal – Payroll

Employees will utilize the HR Portal, <https://hr.confluenceacademy.org> for Confluence Academy campuses and <https://hr.grandcenterartsacademy.org> for Grand Center Arts Academy employees, to view and/or update their demographic record, request tax forms to change their withholding status, view pay history and print pay stubs. To print your paystub, you will need to enter the last 4 digits of your social security number when prompted.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made for any reason, including, but not limited to, an over or underpayment, please contact supervisor and/or Payroll.

If an employee was overpaid, the employee must report it immediately to their supervisor and/or Payroll. The employee will be expected to pay back the overpayment to Confluence. If overpayments have occurred, you will be notified by the Payroll Department via email the appropriate deductions from a future paycheck(s).

6.3. Holidays

Confluence will observe various holidays each calendar year. A listing of the observed holidays will be distributed to employees at the start of each new school year.

Full-time employees contracted to work less than 12 months are contracted for instructional and professional development days only and are paid accordingly over the 26 pay periods. Contracted employees are not paid for holidays and breaks even though a contracted employee may still receive a paycheck during these times. Paychecks received on holidays and breaks are received because the contracted amount is spread over 26 pay periods.

Twelve (12) month, full time employees will receive a paid Winter Break only and are not eligible for holiday pay for time off during Spring Break unless the employee's vacation is set forth in an executed employment agreement, in which event the foregoing shall not apply to that employee. The length of the paid Winter Break for twelve (12) month employees will be determined by the Resource Office Administration on a year-to-year basis.

Part-time Hourly employees are not paid for any days that are not worked including inclement weather, holidays, winter break and spring break.

If a holiday falls on a Saturday, it will usually be observed on the Friday before the holiday. If a holiday falls on a Sunday, it will usually be observed on the Monday after the holiday. This is subject to change based on direction from the Resource Office Administration.

Blackout dates apply to contracted employees and those specifically involved in instruction and instructional leadership. Contracted employees will need prior approval from School Administration and Director of Human Resources. Blackout days are set each year by the administration and usually occur the day before and after a holiday as well as during state testing and assessment times. A list of black out days for contracted employees will be provided at the beginning of each school year and is subject to change based on needs of Confluence Charter Schools and the respective campuses. Twelve (12) month employees may use leave time on blackout days with

the approval of their supervisor and only if the absence will not impede the school or Confluence's ability to conduct business.

If a holiday falls on a day when an employee is on vacation, that day will not be counted against the employee's vacation time.

6.4. Vacation Time

Only twelve-month, full-time regular employees earn vacation time at the accrual rates noted below for each pay period following thirty days of continuous employment. The vacation time is earned on the last calendar day of each month. Employees may borrow against unearned vacation time, up to a maximum of forty hours (40). The vacation accrual rates for eligible 12-month, full-time regular employees are listed below, unless the employee's vacation is set forth in an executed employment agreement, in which event the foregoing shall not apply to that employee.

Years of Employment	Hours per Pay Period	Days per Year	Maximum Bank
Zero through the end of four years	3.693	12 days	18 days (144 Hours)
Five years through the end of nine years	4.615	15 days	22.5 days (180 Hours)
Ten or more years	6.154	20 days	30 days (240 Hours)

In an eligible employee's first year of employment, vacation time will only be accrued during the time period actually worked by the employee.

Confluence's vacation time policy will be applied and interpreted in accordance with applicable state laws.

Employees who work less than 12 months per year do not accrue vacation time. Their periods of school recess during which they are paid are considered to be vacation periods that are part of their work year.

Vacation Accrual

Confluence encourages eligible employees to take their vacation time within the calendar year that it is earned. However, if employees do not use all of their vacation time in the year that it is earned, they may "bank" up to a year and a half's worth of vacation time (except as otherwise provided by state law). Once a year and a half's

worth of vacation time has been banked, the employee may not accrue any additional vacation time until some of his or her banked vacation time is used.

Vacation Scheduling

A request to take vacation time should be submitted at least two weeks in advance of the requested time off to allow your supervisor to adequately plan for your absence and to secure appropriate coverage. Such requests for time off must be approved by your supervisor prior to the time off being taken. Confluence encourages employees to schedule and take vacation time according to their Confluence's timetable.

Illness or Injury Before Vacation

In an employee is absent from work on the day before a vacation is scheduled to begin because of a verifiable personal illness or injury (doctor's note required), the employee may attempt to postpone the vacation period to a later date. In such cases, your supervisor will make every effort to accommodate the employee.

Vacation Credit Upon Termination

Upon separation from Confluence an employee with unused earned vacation time will receive payment for the unused accrued time at his or her current base rate of pay, up to a maximum of one year's worth of accrual (except as otherwise provided by state law). For vacation accrual rates, please refer to page 63 of this handbook. Employees who have used more vacation time than they have earned at the time of termination will have to repay Confluence for the overpayment, subject to applicable law.

Payment In Lieu Of Vacation

An employee may not waive his or her vacation time and receive pay in lieu of vacation usage, except upon retirement, resignation or termination of employment.

Breaks In Service/Rehires

Rehired employees will be treated as new hires for the purpose of vacation accrual if their period of absence is greater than their period of employment with Confluence as a full-time regular employee. Should an employee's break in service be less than his or her period of service, the employee will be given an adjusted seniority date for the purposes of future vacation accrual.

Employees do not accrue vacation time while on leaves of absence, including, without limitation, leaves taken pursuant to the federal Family and Medical Leave Act of 1993.

6.5. Paid Sick/Personal Days

Paid sick leave may only be used for illness of the staff member or the staff member's immediate family. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. The Director of Human Resources/designee may request a physician's statement regarding an absence and/or verification that the employee may return to work.

Paid personal leave days may only be used for personal business that cannot be transacted in non-work hours. Personal leave days cannot be used for work stoppages, vacation or recreation use. Employees desiring to use personal days must schedule a request to the Director of Human Resources/designee at least one week in advance. The Director of Human Resources/designee has the right to deny any request for personal leave that does not conform to the policy or would cause a hardship to students or staff.

All full-time employees receive ten (10) days of combined Sick/Personal time at the start of each school year. Any unused Sick/Personal time can be banked for future use, up to a maximum of eighty days.

An employee may not use more than two consecutive days unless the absence is pre-approved by their supervisor; or the absence is due to illness, in which acceptable proof that the absence was illness-related must be provided if the employee is absent three (3) or more consecutive days. If an employee's leave is not approved by their supervisor or Human Resources, it will be unpaid. Employees will not be paid for unused Sick/Personal time upon separation from employment. However, upon retirement, banked Sick/Personal leave is reported to PSRS Retirement System and may be used as part of the calculated time served for purposes of PSRS Retirement System benefits.

Individuals who have used all of their earned Sick/Personal leave hours and then become or remain ill will be classified as absent without pay. These employees may be entitled to short-term disability benefits with proper documentation from a physician. If an employee has exhausted paid sick leave or is not entitled to use paid sick leave, an employee may still be entitled to leave pursuant to the Family and Medical Leave Act ("FMLA"). The employee should consult Confluence's FMLA policy for further information regarding FMLA leave.

Employees on a leave of absence do not accrue sick or personal time. An employee may not waive his or her sick time and receive pay in lieu of sick time usage. Rehired employees will be treated as new hires for the purposes of sick time accrual.

Blackout dates will need prior approval from School Administrator and Director of Human Resources.

6.6. Black Out Dates

If for some reason you are absent on one of the Black Out Dates, you must have prior approval from the School Principal and the Director of Human Resources. Without prior approval, the absence will be unpaid. Black Out Dates are subject to change due to snow days. For a list of current blackout dates, please see the current fiscal year addendum.

6.7. Salary Continuation

Salary Continuation/Short-Term Disability (STD) coverage is designed to assist those employees who need an extended leave of absence due to an illness or injury that is non-work related. Salary continuation/STD benefits cannot be used for minimal absences (e.g., colds, toothaches, etc.). Salary continuation/STD benefits are paid after an employee has been out of work for five consecutive business days. **No salary continuation/STD benefits will be paid without an appropriate note or certification from the employee's healthcare provider.**

For 12 month employees, salary continuation/STD benefits accrue at the rate of 12.0 hours per month, awarded monthly at the beginning of the month, starting with the first complete pay period of continuous employment as a full-time regular employee. All 10 month and 11 month employees will be allotted 144.04 hours of salary continuation/STD benefits per year, up to a maximum of 560 hours (or 70 days) during their employment with Confluence. If an employee is hired after the beginning of the fiscal year, leave awards are prorated based on hire date.

Confluence will use the actual pay period ending date to calculate the per pay period accrual. If the employee's leave begins in the middle of a pay period, the number of accrued hours is prorated for that period.

The number of salary continuation/STD hours an employee accrues is dependent upon the individual's length of employment with Confluence. The first five (5) days will be deducted from the employee's sick or personal leave.

Any salary continuation/STD time not used will not be paid upon separation from employment. An employee does not accrue further salary continuation/STD hours while on leave.

6.8. Family and Medical Leave

Coverage

The federal Family and Medical Leave Act of 1993 ("FMLA") entitles employees with twelve months or more of service and 1,250 hours of work to receive up to twelve weeks of unpaid leave for: (1) the birth and care of a newborn child; (2) the adoption of

a child or the placement of a child in foster care; (3) the care of an immediate family member with a serious health condition; (4) the employee's own serious health condition; (5) a qualifying exigency for military operations arising out of a spouse, child or parent's Armed Forces active duty or call to active duty; or (6) the care of a spouse, child, parent or next of kin who is an Armed Forces member with a serious injury or illness incurred in the line of duty. Additionally, the FMLA contains some special provisions that apply to educators. [Note: The right to leave for a child's birth or adoption ends twelve months after the birth or adoption.]

In addition, some states have their own state family and medical leave laws, which may provide leave benefits different than or in addition to those outlined below. If you have any questions about family and medical leave coverage under federal or state law or about your eligibility for coverage, please contact the HR Director.

Scope

This policy is applicable to all requests for family and medical leaves of absence under the FMLA.

Eligibility

To be eligible for FMLA leave and benefits, an employee: (1) must have worked for Confluence for at least twelve months (which need not be consecutive) prior to the date on which his or her leave is to begin; (2) must have worked at least 1,250 hours during the previous twelve months preceding the leave; and (3) must work at a location where at least 50 individuals within a 75-mile radius are employed by Confluence. In certain cases, prior Confluence service may be counted toward meeting these eligibility requirements. Full-time teachers of an elementary or secondary school or other educational establishment are presumed to meet the 1,250 hours requirement. However, this presumption is rebuttable. The determination of whether an employee has worked 1,250 hours in the past twelve months must be made as of the date that the FMLA leave is to start, not the date when the leave is requested.

Leave Entitlement

Eligible employees may request FMLA leave for one or more of the following reasons: (i) the birth and care of a newborn child ("Bonding Leave"); (ii) the adoption of a child or the placement of a child in foster care ("Bonding Leave"); (iii) to care for an immediate family member (spouse, child or parent) with a serious health condition ("Family Care Leave"); (iv) the employee's own serious health condition ("Serious Health Condition Leave"); (v) a "qualifying exigency" for military operations arising out of a spouse, child or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, Chair or Congress, as required by law ("Military Exigency Leave"); or (vi) to care for a spouse, child, parent or next of kin (nearest blood relative of an individual)

who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”).

Unless otherwise required by law, a “qualifying exigency” under Military Exigency Leave will be defined by Confluence on a case-by-case basis. The types of situations that will qualify for this type of leave include, but are not limited to: making arrangements for childcare and school activities; making financial and legal arrangements to address the military member’s absence; addressing any issue that arises from the short-notice deployment of a military member; attending counseling relating to the active duty of the military member; attending to farewell or arrival arrangements for the military member; spending time with a military member who is on short-term, temporary rest and rehabilitation leave during the period of deployment; attending any official ceremony, program or event sponsored by the military; and attending family support and assistance programs.

For purposes of this policy, “serious health condition” is an illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or consequent to inpatient care (e.g., an overnight stay) in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence from work, school or other regular daily activities of more than three consecutive calendar days that also involves: (1) two visits to a healthcare provider; or (2) treatment by a healthcare provider with at least one visit that results in a regimen of continuing treatment. The two visits to a healthcare provider must occur within 30 days of the start of the period of incapacity and the first visit in either the “two visit” situation or the “regimen of continuing treatment” situation must occur within seven days of the start of the period of incapacity. Continuing treatment by a healthcare provider for a chronic serious health condition that requires periodic visits (at least twice a year) for treatment by a healthcare provider, continues over an extended period of time and may cause episodes of incapacity; any period of incapacity due to pregnancy or prenatal care; or any period of permanent long-term incapacity due to a condition for which treatment may not be effective and requiring the continuing supervision of a healthcare provider.

Length of FMLA Leave

An eligible employee may take up to a maximum of twelve work weeks of unpaid leave in a “rolling” twelve-month period measured backward from the date that the employee’s FMLA leave begins, when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Exigency Leave.

In the event that both spouses are employed by Confluence, their rights under this policy will be limited to a combined leave totaling twelve weeks in any twelve-month period if the leave is taken for the birth and care of a newborn child, the adoption of a child or the placement of a child in foster care. FMLA leaves for the birth, adoption or foster care placement of a child must be concluded within twelve months of the birth, adoption or placement.

The maximum amount of FMLA leave available for an employee who needs to take Military Caregiver Leave will be a combined leave total of twenty-six workweeks in a single twelve month period. A “single twelve-month period” begins on the date of the employee’s first use of such leave and ends twelve months after that date.

EXAMPLE: You take 16 work weeks off to care for a spouse, child, parent or next of kin under the Military Caregiver Leave provision of this policy. Later, in that same twelve-month period, you wish to take time off from work to bond with a newly adopted child. Because the law allows up to 26 work weeks off in a twelve-month period for Military Caregiver Leave or a combination of Military Caregiver Leave and other types of FMLA leave, you will be allowed to take up to 10 workweeks off to bond with the newly adopted child in that same twelve-month period so long as you otherwise qualify for FMLA leave.

If both spouses work for Confluence and are eligible for leave under this policy, the spouses will be limited to a total of twenty-six workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave. To the extent required by law, some extensions to FMLA leave may be granted when the leave is necessitated by an employee’s work-related injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Advance Notice

An employee requesting a leave pursuant to the FMLA must submit a written leave request to the Human Resource Department at least thirty days before the date that the leave is expected to begin. Confluence recognizes that unexpected emergencies can arise where it is not possible to provide thirty days notice of the intended leave. In such situations, employees are expected to provide as much advance notice as possible. Employees may be required to explain why they provided less than 30-days notice of the need for foreseeable leave. If an employee fails to give timely advance notice with no reasonable excuse when 30-days notice is required for foreseeable leave, Confluence may delay FMLA coverage until 30 days after the employee provides notice. The employee must provide sufficient information to enable Confluence to determine if the leave is FMLA-qualifying and must also advise Confluence of the anticipated timing and duration of the leave. If the employee fails to respond to Confluence’s reasonable inquiries for additional information, leave may be denied.

Medical Certification

In cases where an employee is requesting a medical leave because of the employee's own serious health condition or that of a spouse, child or parent, Confluence will require the employee to submit a written medical certification from a healthcare provider verifying the need for the leave. The employee must provide a complete and sufficient certification within fifteen (15) calendar days after Confluence's request, unless it is not practicable despite the employee's diligent, good faith efforts. The failure to provide the required medical certification within the time allotted may result in the denial of the FMLA leave. If a certification is incomplete or insufficient, Confluence will notify the employee in writing of what information is necessary to complete the medical certification and provide the employee with at least seven calendar days to furnish the additional information. Failure to cure the deficiencies identified by Confluence may result in the denial of the FMLA leave. After providing the employee seven days to cure any deficiencies in the certification, Confluence still has questions about the information provided, Confluence may contact the employee's healthcare provider directly to clarify or authenticate the medical certification. The HR Director may contact the employee's healthcare provider, but not the employee's direct supervisor.

Confluence, at its own expense, may require the employee to receive a second opinion from a healthcare provider designated and approved by Confluence. If this opinion conflicts with the first opinion, Confluence, again at its own expense, may request a third opinion from a healthcare provider mutually agreed upon by both Confluence and the employee. The third opinion will be binding on both parties.

In an employee's request for leave is for a qualifying exigency, the employee will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military. The employee will also be required to complete a Certification of Qualifying Exigency form. If the request is for Military Caregiver Leave, the employee must provide a certification from a Department of Defense (DOD) healthcare provider, a Department of Veteran Affairs healthcare provider, a DOD TRICARE network authorized private healthcare provider or a DOD non-network TRICARE authorized healthcare provider.

During the employee's leave, the employee may also be required to provide Confluence with additional physicians' statements at regular intervals, upon request from Confluence, attesting to the employee's or family member's continued serious health condition and inability to work.

Substitution of Paid Leave

An employee will be required to use all of his or her accrued paid time off benefits, such as salary continuation/STD, sick time, vacation time and personal days, in lieu of unpaid leave and have such paid time off be counted toward his or her twelve-week FMLA leave entitlement. In other words, an employee is required to use all accrued and available paid time off benefits concurrently with his or her FMLA leave. After an

employee has exhausted all of his or her paid time off benefits, the remainder of his or her twelve-week FMLA leave period, if any, will be unpaid. The substitution of paid time off benefits for FMLA leave does not extend the duration of FMLA to which an employee is entitled beyond twelve workweeks in a twelve month period.

Intermittent and Reduced Schedule Leave

FMLA leave for an employee's own serious health condition or for the serious health condition of the employee's spouse, parent or child may be taken intermittently or on a reduced schedule basis when medically necessary.

If the need for intermittent leave is based on planned medical treatment, the employee is required to consult with his or her supervisor to make a reasonable attempt to schedule the treatment in a manner that does not unduly disrupt Confluence or Confluence operations.

When an employee requests an intermittent leave or reduced schedule leave, Confluence reserves the right to temporarily transfer the employee, where possible, to an alternative position that better accommodates the employee's leave schedule. The position to which the employee is transferred will be equivalent in pay and benefits to the one that the employee held prior to the transfer.

Reporting In While On Leave

During a FMLA leave, an employee is expected to maintain periodic contact with his or her supervisor, to advise them of his or her progress and anticipated return-to-work date. Approximately two weeks prior to the anticipated end of the employee's leave period, the employee is expected to notify his or her supervisor, of his or her expected return-to-work date.

Instructional Employees

Special FMLA rules apply to employees who work principally in an instructional capacity.

Instructional employees may be required to continue their FMLA leave until the end of the semester under the following circumstances:

- If the leave is scheduled to begin more than five weeks prior to the end of the semester, and (i) the leave will last at least three weeks and (ii) the employee's scheduled return to work would occur within the three-week period of the end of the semester; or
- If the leave is scheduled to begin within five weeks prior to the end of the semester, and (i) the leave will last for more than two weeks, and (ii) the employee's scheduled return to work would occur within the two-week

- period of the end of the semester (this does not apply to medical leave for the employee's own serious health condition); or
- If the leave is scheduled to begin within three weeks prior to the end of the semester and the leave will last more than five working days (this does not apply to medical leave for the employee's own serious health condition).

An instructional employee who needs intermittent leave or leave on a reduced schedule to care for a family member or for the employee's own serious health condition is subject to special rules when the employee would be on leave for more than twenty percent of the number of working days over the period that the leave would extend. These special rules include being required to take leave for periods of a particular duration or to transfer temporarily to an alternative, equivalent position that better accommodates the leave. The HR Director should be consulted in such situations.

Return-To-Work Certification

All employees taking medical leave to care for their own serious health condition will be required to submit a fitness-for-duty certification signed by their healthcare provider before returning to work, stating that the employee is able to resume his or her position. The certification must address specifically the employee's ability to perform the essential functions of his or her job. The failure to provide an appropriate fitness-for-duty certification will delay the employee's ability to return to work. If any employee never provides such a certification, he or she may be denied reinstatement.

Status of Benefits While on Leave

While an employee is on family or medical leave pursuant to the FMLA, he or she will continue to be covered under the health insurance plan in effect at the time that his or her leave began to the same extent and under the same terms and conditions as would apply had he or she not taken leave. The employee must continue to pay whatever employee portion of the premium costs is normally required. If paid leave is used for any portion of the family or medical leave, employee premiums will be deducted from the leave payments in accordance with the practice applicable to an employee not on leave.

At the time an employee begins unpaid family or medical leave, he or she will receive written instructions detailing the time and manner in which his or her premiums are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions can result in the loss of insurance coverage.

An employee who fails to return to work for at least thirty calendar days following the expiration of his or her unpaid family or medical leave will be required to reimburse Confluence for the portion of the healthcare premiums paid by Confluence during the unpaid portion of the leave period, unless the employee can establish that the failure to return was due to the continuation, recurrence or onset of a new serious health

condition that meets the criteria for leave under this policy or was due to other circumstances beyond the employee's control.

Restoration of Position and Benefits

During the leave, all existing accrued benefits will be retained. An employee on family or medical leave is not entitled to the accrual of any seniority or employment benefits (e.g., sick time, vacation time, paid holidays, personal days, etc.) during any period of leave, except as expressly stated herein or as otherwise required by law.

At the conclusion of an employee's family or medical leave, the employee will be returned to the position that the employee held prior to taking the leave unless the following conditions apply:

- The total FMLA-related absences from work exceed twelve weeks.
- The employee would not otherwise have been employed at the time reinstatement is requested.
- The employee cannot perform the essential functions of the job at the conclusion of FMLA leave with or without reasonable accommodation.
- The employee advises Confluence of his or her intent not to return to work.
- The employee fraudulently obtained leave.
- The employee is a key employee as defined under the FMLA, whose reinstatement would cause substantial and grievous economic injury to the operations of Confluence.

If the employee's position is not available, the employee will be placed in a position that is equivalent in pay, benefits and other terms and conditions of employment to the employee's prior position.

Failure of the employee to either return to work or to notify Confluence of his or her inability to return to work at the end of your family or medical leave under the FMLA will be considered a voluntary resignation.

Restoration to work can be delayed if the employee fails to provide a fitness-for-duty certificate to return to work, if the FMLA leave was occasioned by the employee's own serious health condition.

Key Employees

A key employee is a salaried, eligible employee who is among the highest paid ten percent of all employees of Confluence. Under the FMLA, Confluence may refuse to

reinstate a key employee on a FMLA leave if it determines that the denial of reinstatement is necessary to prevent substantial and grievous economic injury to the operations of Confluence.

Miscellaneous

The FMLA does not affect any state or local law that provides greater family or medical leave rights. Please contact the HR Director with any questions concerning individual state laws.

Unless state law requires otherwise, FMLA leave is integrated with, not in addition to, time off due to a worker's compensation injury or disability.

6.9. Personal Leave of Absence

Full-time regular employees who have worked for Confluence for at least two years and who are not eligible for family or medical leave (either because of the number of employees in the vicinity of the employee's workplace or because of the reason for the leave) may be eligible for a personal leave of absence without pay. In keeping with Confluence's design and philosophy, employees are reminded that absences and leaves may be disruptive to the educational and business process. The reason for the personal leave which does not qualify as family or medical leave should be sufficiently significant to justify these disruptions. An employee must use all accrued, paid time off during a personal leave. Once all paid time off is exhausted, the remainder of the leave, if any, will be unpaid. Unpaid personal leave and/or personal leaves of absence must be approved by the employee's immediate Supervisor/Principal with final approval resting with the Director of Human Resources. **Note: Personal leave is to be used only for personal business that cannot be attended to outside of normal work hours. Accrued personal and sick leave should be viewed as an insurance policy.**

Each request for a personal leave of absence must be submitted to the employee's supervisor in writing which includes the completion of the Extended Leave of Absence Form. Requests will be reviewed on a case-by-case basis and the decision to approve or deny such a request will be dependent upon the operational needs of Confluence at the time of the request. A leave of up to no more than ninety calendar days may be granted. The supervisor may make reasonable inquiry into the reason for the request and ask for documentation where appropriate. The decision to approve or deny a request for a personal leave will be made in Confluence's sole discretion.

During the leave, all existing accrued benefits will be retained. An employee on a personal leave of absence is not entitled to the accrual of any additional seniority or employment benefits (e.g., sick time, vacation time, paid holidays, personal days, etc.) during any period of leave. Employees are responsible for paying all deductions that would normally come out of their paycheck for their benefits.

At the time an employee begins an unpaid personal leave, he or she will receive written instructions detailing the time and manner in which his or her health insurance premiums are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions will result in the loss of insurance coverage.

An employee who fails to return to work following the expiration of his or her personal leave will be required to reimburse Confluence for the entire amount of the healthcare premiums paid by Confluence during the unpaid leave.

No guarantee of reinstatement can be made to an employee on a personal leave. If during the leave period the employee's position is filled or eliminated for business reasons, the employee may be eligible to reapply for any openings available at the time of the employee's return for which the employee is qualified.

6.10. Maternity Leave

Disability due to pregnancy shall be treated as any other temporary disability. Employees temporarily disabled due to pregnancy, childbirth or a pregnancy-related condition may use their vacation time, sick time, salary continuation/STD time and any other paid leave time available to them for absences caused by such disability. In addition, such employees may use unpaid leave for disability due to pregnancy, up to a maximum of twelve weeks time off as provided by the FMLA. In no event shall the total amount of pregnancy disability or childcare leave exceed twelve weeks in a twelve-month period, unless state or federal law provides otherwise. Additionally, accrued short-term disability will only be paid for the period that the employee is actually disabled due to pregnancy, childbirth or a pregnancy-related condition. Other paid time off can be used to supplement short-term disability during pregnancy-related FMLA leave or for child-care leave.

Please contact the HR Director for more information.

6.11. Breastfeeding Policy

Confluence will make a concerted effort to accommodate mothers who choose to continue to breastfeed after returning to work.

Confluence will attempt to provide a private room or space that is sanitary and close to an employee's work area, other than a toilet stall, to express milk during work hours. Confluence will endeavor to provide a room with an electrical outlet, comfortable chair and nearby access to running water. Employees who have a private office area may use it for breastfeeding or milk expression.

Employees will provide their own breast pump. Employees may use their own cooler packs to store expressed breast milk or may store milk in a designated refrigerator/freezer. Employees should provide their own containers, clearly labeled with their name and the date.

In order to prepare, we ask that a pregnant employee complete an Intent to Breastfeed Form indicating how long they intend on breastfeeding and the manner in which they will take their breaks (time and duration).

Confluence will attempt to provide a breastfeeding employee with a flexible schedule for breastfeeding or pumping. The time used for these purposes should not exceed the normal time allowed for lunch and breaks. For time above and beyond normal lunch and breaks, sick time must be used. This schedule should be part of the planning precipitated by the request form.

6.12. Paternity Leave

Under the FMLA, an eligible employee may take up to twelve weeks of unpaid leave for the birth or adoption of a child. The employee is required to use any accrued vacation time, sick time and personal days in lieu of unpaid leave.

In no event shall an employee's paternity leave exceed twelve weeks in a twelve-month period. The right to paternity leave for a child's birth or adoption ends twelve months after the child's birth or adoption. If both spouses are employed by Confluence, their rights under this policy will be limited to a combined leave totaling twelve weeks in any twelve month period.

Please contact the HR Director for more information.

6.13. Military Leave of Absence

Pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), if you leave Confluence to serve in the United States military, you may elect to continue your existing health benefits provided by Confluence for up to twenty-four months while in the military, but you will be required to pay the cost of the premiums. If you do not elect to continue under Confluence's health benefits, you may be reinstated in the health plan with a minimal waiting period, except for service-related illnesses or injuries. Please note that if you serve in the military, you are required to give Confluence advanced notice of your service as soon as practicable and you must apply for reemployment in a timely manner in order to be eligible for reinstatement. You will be required to provide a copy of the documentation obtained from the U.S. Armed Forces.

Please contact the HR Director for more information as soon as you receive notice that you are being activated.

6.14. Disaster and Emergency Services Leave

Any employee who serves with any fire department or fire protection Confluence, including any municipal, volunteer, rural or subscription fire department or organization,

or any volunteer fire protection association, as a volunteer firefighter, or the Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One or Urban Search and Rescue Team, or is activated to a National Disaster Response by the Federal Emergency Management Agency (FEMA), may take time off, without pay, to respond to an emergency. Subject to the limitations of the Fair Labor Standards Act regarding exempt employees, an employee's regular pay may be reduced by any time lost from employment because of the employee's response to an emergency in the course of performing his or her duties as an approved emergency services volunteer. The employee must make a reasonable effort to notify Confluence that he or she will be absent or late to work.

In addition, the employee must provide Confluence with a written statement from the supervisor or acting supervisor of the volunteer fire department, the commander of Missouri-1 Disaster Medical Assistance Team or the FEMA supervisor, stating that the employee responded to an emergency and stating the time and date of the emergency.

6.15. Bereavement Leave

Confluence employees shall receive the following paid time off in the event of a death in the family:

- A death in the immediate family – leave not to exceed five (5) consecutive work days per incident, including the day of the death and the day of the funeral. Immediate family is defined as a relative through blood, marriage or legal adoption. This includes spouses, domestic partners, parents, children, grandchildren, siblings, grandparents and mothers and fathers-in-law.
- The death of a relative not in the immediate family (e.g., aunts, uncles, nieces, nephews, cousins, sisters and brothers-in-law) – leave not to exceed three (3) consecutive work days per incident, including the day of the death and the day of the funeral.

Personal days can be used to supplement the amount of time taken for bereavement purposes.

An employee may be required to provide acceptable documentation of his or her relationship to the deceased, the date of death and his or her attendance at the funeral.

6.16. Leave for Victims and Witnesses of Crime

An eligible employee may take time off from work to honor a subpoena to testify in a criminal proceeding, to attend a criminal proceeding or to participate in the preparation for a criminal proceeding. An employee is eligible for time off under this policy if the employee is:

- The victim of the crime at issue in the proceedings;
- The victim's spouse, child, sibling, parent, grandparent or legal guardian; or
- A witness who has been or is expected to be summoned to testify for the prosecution.

Time off under this policy will be without pay. An employee will be permitted (but will not be required) to use accrued vacation or personal time during the leave.

6.17. Court Witness Pay

Unless otherwise provided by law, full-time regular employees shall receive up to two paid days leave per year for absences due to time spent testifying as a witness in response to a court order or subpoena. The employee must submit a copy of the court order or subpoena as proof of the specific days and time spent testifying to his or her supervisor, and/or the HR Director. This paid leave is only applicable for cases in which the employee is a witness, not a participant.

6.18. Jury Duty Pay

Full-time regular employees who are called for and report to jury duty will be paid their regular rate of pay for a maximum of three (3) weeks per calendar year, unless otherwise provided by state or local law. **Any non-travel allowance that an employee may receive in connection with serving jury duty is to be reimbursed to Confluence during the time period that the employee is receiving compensation from Confluence.**

Employees who are absent from work to serve jury duty will not be required to use accrued vacation or sick leave during the absence.

An employee must provide his or her supervisor and/or the HR Director with written notification of the jury duty obligation as soon as possible (preferably the next business day) following his or her receipt of notice. At the end of jury duty, employees must provide certification of having served jury duty and the amount of money that was received in connection with such service, if any.

Employees who have the option to serve "on call" are required to do so and to report to work if they are not called for the day.

Employees must report to work when excused or dismissed from jury duty. Confluence will not take any adverse employment action against any employee who is absent from work in order to respond to a jury duty summons so long as the employee has provided Confluence with reasonable advance notice. In addition, verification from the court clerk of having served will be required.

6.19. Time Off To Vote

Confluence encourages all of its employees to fulfill their civic responsibilities and to vote in all public elections. Most employee's schedules provide sufficient time to vote either before or after working hours.

Any employee who has less than three consecutive hours outside of working hours to vote while the polls are open may be absent from work for up to three (3) hours to vote. Any additional time off to vote will be without pay.

Employees must request time off to vote from their supervisor at least one day in advance so that the time off can be scheduled to minimize the disruption to normal work schedules.

6.20. Workers' Compensation

All employees are covered by workers' compensation insurance, which provides coverage for lost time and medical care for employees who become disabled as a result of a job-related injury or illness. An employee who becomes injured while at work must report the injury immediately to his or her supervisor. The first three (3) days will be paid by your employer and anytime thereafter will be paid by the Worker's Compensation provider. Employees are responsible for paying all deductions that would normally come out of their paycheck for their benefits.

Coverage is provided according to the state laws governing workers' compensation in the State of Missouri. Compensation and/or benefit amounts can be affected by an employee when it involves:

- Intentional self-inflicted injury.
- Failure by an employee to use safety devices or adhere to employer policies and procedures.
- Failure of an employee to adhere to a drug-free workplace or the use of alcohol or non-prescribed controlled drugs.

Claims must be submitted by calling the Director of Academic and Human Resources who will file a claim with the workers' compensation insurance carrier as soon as possible and no later than thirty days following the date of the accident.

Employees must agree to submit to a mandatory drug screening when receiving initial treatment for your Worker's Comp injury.

Please contact Terry Noble – Director of Academic and Human Resources at (314) 436-2313, ext. 7012 for more details.

Acknowledgement

I have received a copy of the 2015-2016 Confluence Employee Handbook.

I acknowledge my obligation to read and understand its contents.

I understand that it is my responsibility to acquaint myself with the contents of this Handbook, that this Handbook is not a contract of employment for any purpose or for any specified duration and that my employment with Confluence is “at-will,” meaning that either Confluence or I may terminate my employment at any time, with or without notice and with or without reason, unless I have a written contract signed by the Board Chair or his or her designee specifying otherwise or I am covered by a collective bargaining agreement specifying otherwise. I further understand that no other communication from Confluence shall constitute a contract of employment for any specified duration or alter the “at-will” nature of employment. I hereby agree to abide by the rules, regulations and policies of Confluence.

This Handbook supersedes any previous employee manuals or handbooks that may have been issued by Confluence.

- I agree to comply with all Confluence policies and procedures contained within this Handbook.
- I understand and acknowledge that I am required to read and agree to comply with Confluence’s Anti-Harassment Policy, Confluence’s Policy against Sexual Harassment and Confluence’s Harassment Complaint Procedure.
- I understand and acknowledge that I am required to read and agree to comply with Confluence’s Electronic Resources Policy.
- I understand and acknowledge that, if I have any questions concerning this Handbook or do not understand any of its contents, I should contact Confluence’s HR Director.

Employee Name (please print)

Employee Signature

Date

Work Site Location

Employee Note: You are required to sign this form and return it to Confluence’s Human Resources Department. If you are reviewing this Handbook via the internet, please print this page, sign and date it, and return it to the Human Resources Department.

Thank you.