



Crossroads Charter Schools

HUMAN RESOURCES POLICIES

INTRODUCTION

This Human Resources Board Policy will provide an adaptation of the statutes and regulations that apply to Human Resources and Labor Relations with respect to Crossroads Charter Schools' employees and Crossroads Charter Schools as an employer, as well as specific policies designed to comply with these requirements and best practices. To be clear, this manual is not intended to constitute legal advice. In the event any statement in this manual is inconsistent with applicable law, Crossroads will comply with the applicable law. Moreover, this manual does not contain an exhaustive list or discussion of all policies. For example, additional policies can be found in Crossroad's Employee Handbook.

For purposes of this Policy, the following terms will have the meaning set forth below:

"Crossroads" shall mean Crossroads Charter Schools, a Missouri non-profit corporation.

"Board" shall mean the Board of Directors of Crossroads Charter Schools.

"Superintendent of Schools" shall mean the person maintaining the position of Superintendent of Schools for Crossroads Charter Schools, or such person's duly authorized designee, which shall be the chief executive officer of Crossroads.

"Chief Academic Officer" shall mean the person maintaining the position of Chief Academic Officer for Crossroads Charter Schools, or such person's duly authorized designee.

"Chief Operating Officer" shall mean the person maintaining the position of Chief Operating Officer for Crossroads Charter Schools or such person's duly authorized designee.

"Principal" shall mean the person maintaining the position of Principal for one of the campuses of Crossroads or such person's duly authorized designee.

"Key Personnel" Shall mean the Superintendent of Schools, Chief Academic Officer, Chief Operating Officer, Operations Manager and each of the Principals of Crossroads.

"the school" shall mean Crossroads Charter Schools a Missouri non-profit corporation.

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APPENDIX A

FAMILY MEDICAL LEAVE ACT POLICY

This policy will summarize the provisions of the Family and Medical Leave Act ("FMLA") and is limited to any rights or benefits contained in the FMLA. For additional information employees should also review the FMLA policy in the School's Employee Handbook.

SECTION 1. Leave Entitlements

Eligible employees who work for Crossroads can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

The School will require use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the School's normal paid leave policies. Any substitution of paid leave will run concurrently with FMLA and count toward the employees available FMLA time.

The twelve-month period shall be measured backward from the date the employee begins using any FMLA leave. In the event of the birth, adoption or foster placement of a son or daughter, all leave must be completed within twelve (12) months after the birth, adoption or foster placement.

SECTION 2. Benefits & Protections

While employees are on FMLA leave, Crossroads continues health insurance coverage as if the employees were not on leave. Crossroads will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning the leave. Payment by the employee must be made by the first day of the month of coverage. If the payment is more than 30 days late, employee insurance may be suspended. . Crossroads may continue to pay the employee's share of premiums during the leave period and recover the employee portion via payroll deduction once the employee returns to work. Crossroads may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has expired. If employees do not return from scheduled FMLA leave, except for circumstances

beyond their control, the school may consider the employee to have voluntarily resigned and recover all health premiums paid on the employee's behalf during any unpaid FMLA leave. The school may require medical certification of any alleged continued serious health condition.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions. Upon proper notice, however, Crossroads may deny reinstatement under this policy to an employee whose salary is within the highest 10% of the employees employed by the school ("key employee") if such denial is necessary to prevent substantial and grievous economic injury to the school's operation, as determined by the Board. Employees will be notified if they are considered a key employee, if there is an intention to deny reinstatement, and of their rights in such instances.

Crossroads will not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

SECTION 3. Eligibility Requirements

An employee who works for Crossroads must meet the following criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for Crossroads for at least 12 months in the past 7 years; and
- Have at least 1,250 hours of service in the 12 months before taking leave.

SECTION 4. Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the Crossroads' usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing Crossroads that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform Crossroads if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Crossroads may require a certification or periodic recertification supporting the need for leave. If Crossroads determines that the certification is incomplete, it will provide a written notice to the employee indicating what additional information is required.

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

SECTION 5. Employer Responsibilities

Once Crossroads becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, Crossroads will notify the employee if he or she is eligible for FMLA leave and, if eligible, will also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, Crossroads will provide a reason for ineligibility.

Crossroads will notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

SECTION 6. Special Provisions for Instructional Employees

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

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

- a. The leave will last at least three weeks; and
- b. The employee would return to work during the three-week period before the end of the term.

SECTION 7. Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

APPENDIX A
Exhibit 1
FMLA DESCRIPTION OF SERIOUS HEALTH CONDITION

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

1. *Hospital Care*

Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. *Absence Plus Treatment*

A period of incapacity of more than three full consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

a) Treatment two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.

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

3. *Pregnancy*

Any period of incapacity due to pregnancy, or for prenatal care.

4. *Chronic Conditions Requiring Treatments*

A chronic condition which:

a) Requires periodic visits (at least twice a year) for treatment by a healthcare provider, or by a nurse or physician’s assistant under direct supervision of a healthcare provider;

b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

c) May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy).

5. *Permanent/Long-term Conditions Requiring Supervision*

A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care

provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. *Multiple Treatments (Non-Chronic Conditions)*

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

APPENDIX A
Exhibit 2
FMLA DESCRIPTION OF QUALIFYING EXIGENCY

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

1. *Short-Notice Deployment*

Any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.

2. *Military Events and Related Activities*

Leave to attend any official ceremony, program or event sponsored by the military that is related to active duty or call to active duty status of a covered military member; or leave to attend family support or assistance programs and informal briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.

3. *Childcare and School Activities*

When necessary due to circumstances arising from the active duty or call to active duty status of a covered military member – leave to arrange for alternative childcare; to enroll in or transfer the military service member's child to a new school or daycare; or to attend meetings with staff at a school or daycare facility concerning the covered member's child.

4. *Financial and Legal Arrangements*

To make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing powers of attorney, transferring bank account signature authority, or preparing a living will or trust.

5. *Counseling*

To attend counseling provided by someone other than a health care provider for oneself, for the covered military member. Or for the child of the covered military service member provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.

6. *Rest and Recuperation*

To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.

7. *Post-Deployment Activities*

To attend any official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status (i.e., arrival ceremonies or reintegration events); or to address issues that arise from the death of a covered military member while on active duty status.

8. *Additional Activities*

Other events that arise out of the covered military member's active duty or call to active duty status provided the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY POLICY

This policy will summarize the applicable laws relating to equal employment opportunity in the workplace. The [Missouri Human Rights Act](#), [Title VII of the Civil Rights Act of 1964](#), the [Americans with Disabilities Act](#), and the [Age Discrimination in Employment Act](#) (and others) prohibit discrimination in the workplace on this basis of a protected category or activity. This includes decisions related to:

- hiring and firing;
- compensation, assignment, or classification of employees;
- transfer, promotion, layoff, or recall;
- job advertisements;
- recruitment;
- testing;
- use of school facilities;
- training and apprenticeship programs;
- fringe benefits;
- pay, retirement plans, and disability leave; or
- other terms and conditions of employment.

Discriminatory practices under these laws may also include:

- retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices;
- employment decisions motivated by stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities; and
- denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, national origin, or an individual with a disability. Title VII also prohibits discrimination motivated

by an individual's participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

Federal and state laws prohibit job discrimination for the following reasons:

Race, Color, Religion, Sex, or National Origin.

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination (any adverse employment action) by employers with 15 or more employees on the basis of race, color, religion, sex (including pregnancy) or national origin (the country where a person was born). Discrimination based on national origin does not include discrimination based solely on a person's citizenship. In order to be actionable, the employment decision must have been materially adverse to the employee, generally meaning a loss of compensation or career prospects.

1. Title VII discrimination against employees motivated by their race. Race means identifiable classes of persons based upon their ancestry or ethnic characteristics. Employers are also prohibited from retaliating against their employees for asserting their rights to be free of discrimination.

2. Title VII's prohibition against sex discrimination includes discrimination motivated by pregnancy, sexual expression, sexual orientation, and gender stereotypes. Title VII also prohibits sexual harassment. Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature may constitute sexual harassment if the conduct is sufficient severe or pervasive so as to affect an individual's employment, unreasonably interfere with an individual's work performance, or create an intimidating, hostile, or offensive work environment. Sexual harassment can occur in a variety of circumstances, including but not limited to:

- The victim as well as the harasser may be a woman or man. The victim does not need to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone exposed to and affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

Age.

[The Age Discrimination in Employment Act of 1967](#) (ADEA), prohibits discrimination against workers who are 40 years of age or older. It specifically bars:

Statements or specifications in job notices or advertisements of age preference and limitations. An age limit may only be specified in the circumstance where age is a *bona fide* occupational qualification (BFOQ). In order to establish that age is a BFOQ, an employer must prove that the age limitation is necessary to the success of the business and that a definable group or class of employees would be unable to perform the job safely and effectively. Example: a mandatory retirement age for pilots for safety reasons. The Equal Employment Opportunity Commission ("EEOC") and federal courts interpret the BFOQ exception very narrowly and schools should consult legal counsel prior to including a BFOQ in a job description or advertisement.

The ADEA is applicable to employers with 20 or more employees. The Missouri Human Rights Act also prohibits unlawful discrimination against individuals between the ages of 40 and 70.

Disability.

1. The [Rehabilitation Act of 1973](#) and the Americans with Disability Act of 1990 (ADA) prohibit employers from discriminating against qualified individuals with a disability.

2. Under the ADA, an employer is required to make a reasonable accommodation to a qualified individual with a disability unless doing so would impose an undue hardship on the operation of the employer's business.

3. Before making an offer of employment, an employer may ask an applicant about their ability to perform job functions. A job offer may be conditioned on the results of a medical examination or inquiry, so long as inquiry and/or exam is job-related and consistent with business necessity.

Drug and Alcohol Use.

Employees and job applicants are not protected by the ADA for use of illegal drugs when an employer acts on the basis of such use. Tests for illegal drug use are not considered medical examinations for the purpose of the ADA and are not subject to the restrictions discussed in C.4 above. Employers may hold employees who are using illegal drugs and/or alcohol to the same performance standards as other employees.

Equal Pay.

The Equal Pay Act (EPA) and Missouri law prohibits employers from paying different wages to men and women are performing equal jobs. Under the EPA, employers may not pay women and men different wages, where men and women perform work of similar skill, effort, and responsibility for the same employer under similar working conditions, subject to several substantive defenses.

1. Employers may not reduce wages of either sex to equalize pay.
2. An employer may violate the EPA where a higher wage was/is paid to a person who worked in the same job before, during, or after an employee of the opposite sex.

Pregnancy.

[The Pregnancy Discrimination Act](#) (PDA) prohibits discrimination because of or on the basis of pregnancy, childbirth, or related medical conditions. WPDA applies to employers with 15 or more employees.

Bankruptcy.

Generally, federal law prohibits discrimination in employment decisions against people who have declared bankruptcy.

SECTION 1. Equal Opportunity Employment

Crossroads values the diversity of its workforce and it take steps to create and maintain an inclusive, non-discriminatory workplace where staff can effectively and efficiently utilize their skills and experience. Crossroads is committed to protecting the rights and dignity of each individual through equal employment opportunity and advancement for all applicants and employees regardless of race, color, creed, national origin, gender (including pregnancy), citizenship, religion, disability, age, veteran status, sexual orientation, genetic information, or any other status protected by law. Crossroads' commitment pertains to the entire employment relationship, including recruiting, hiring, transfers, promotions, training, discipline, termination, compensation, benefits and all other privileges, terms and conditions of employment. This policy applies to all full-time, part-time, temporary and seasonal employees.

SECTION 2. Non-Discrimination Against/Accommodation of Qualified Individuals with Disabilities

As a part of Crossroads' desire to maintain a diverse workforce, the School complies with the Americans with Disabilities Act Amendments Act (ADAAA) and all other federal, state,

and local laws providing for nondiscrimination in employment on the basis of a disability. The ADAAA is a federal civil rights law covering individuals with physical and mental disabilities. The ADAAA broadly defines a person with a disability as an individual who has a physical or mental impairment that limits one or more of his/her major life activities (i.e., walking, speaking, seeing, hearing, working, etc.); has a record of such impairment; or is regarded as having such an impairment. Persons with physical or mental disabilities, as well as life-threatening illnesses, will be treated in a non-discriminatory manner at all times.

If an employee has a disability (including life-threatening illnesses), he/she may make requests for reasonable accommodations to their direct supervisor or to Human Resources. Crossroads will endeavor to reasonably accommodate individuals with a disability who can still perform the essential functions of the job, in accordance with applicable law. Accommodations will be determined on a case-by-case basis and in conjunction with recommendations from the employee and medical professionals. Disabilities and life-threatening illnesses will be treated in a confidential manner, to the extent possible. Crossroads will also make reasonable accommodations in the pre-employment process to disabled applicants.

APPENDIX C

DRUG FREE WORKPLACE POLICY

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

The unlawful possession, use or distribution of illicit drugs, alcohol, or the illegal use of other controlled substances on school premises or as a part of school activities is strictly prohibited.

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

Crossroads' reserves the right to conduct testing on the following basis: Pre-Employment, Reasonable Suspicion, Random, Periodic, Post Accident, and following an extended leave of absence. A refusal to test or the adulteration of a specimen may be grounds for disciplinary action, up to and including termination. All testing will be conducted in a manner which will provide maximum privacy and reliability, including confirmation by a medical review officer as necessary. Appropriate steps will be taken to assure a secure chain of custody is provided for every sample.

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

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

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

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

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

Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, Crossroads shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. Crossroads shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

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

APPENDIX D

HARRASSMENT POLICY

This policy will summarize the provisions related to unlawful harassment.

All employees of Crossroads have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or discriminatory. Consistent with this philosophy, all employees are expected to treat others with dignity and respect. Harassment based on race, color, creed, national origin, gender (including pregnancy), citizenship, religion, disability, age, veteran status, sexual orientation, genetic information, or any other status protected by law is strictly prohibited and will not be tolerated.

SEXUAL HARASSMENT

Sexual harassment of any form or nature will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment; (2) submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting such person; or (3) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment. Examples of sexually harassing behavior of a visual, verbal, physical, or a written nature may include, but are not limited to:

- Unwelcome or offensive sexual innuendo;
- Subtle pressure for sexual activity or coercion to date;
- Sexist remarks or jokes about a person's body or their private life;
- Degrading remarks, posters, cartoons, drawings, graffiti or other objects in the workplace that contribute to an intimidating work environment; and
- Unwelcome touching.

OTHER FORMS OF HARASSMENT

Harassment based on other factors such as race, color, creed, national origin, pregnancy, citizenship, religion, disability, age, veteran status, sexual orientation, genetic information, or any other status protected by law will not be tolerated. This prohibited conduct shall include visual forms of harassment, such as racially derogatory words, markings, cartoons and drawings as well as verbal harassment (i.e., racial remarks or slurs).

EMPLOYMENT CONSEQUENCES

Any prohibited form of harassment, either directly or indirectly, will result in disciplinary

action, up to and including termination.

REPORTING PROCEDURE

If an employee believes he/she is being harassed or discriminated against due to any of the above reasons, the incident(s) should be immediately reported to their direct supervisor or Human Resources, unless those parties are involved. If this is the case, the next immediate supervisor will be the Chief Operating Officer or Superintendent, then the Board of Directors.

The harassment reporting procedure should also be used to report instances of harassment involving agents and supervisory employees of Crossroads Charter Schools, fellow employees and non-employees, such as individuals employed by service and supply companies, and any other person associated with the workplace. Reports may be made without fear of reprisal and, to the extent practical, confidentiality will be maintained. You are expected to cooperate in any investigations.

All supervisors have an obligation to immediately report any situations that may be in violation of this policy to Human Resources or the Superintendent whether the incident is reported by an employee, a witness, or witnessed by the supervisor themselves.

ADDITIONAL REPORTING

Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) serves as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC at Gateway Tower II, 400 State Ave., Suite 905, Kansas City, Kansas 66101, (800) 669-6957.

APPENDIX E

JUDICIAL AND MILITARY DUTY LEAVE POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The purpose of this policy is to outline employee's rights regarding leave for judicial and military reasons.

SECTION 2. Types of Leave

SECTION 2.1. Non-exempt employees who are subpoenaed by either party to testify in any civil or criminal proceeding because of their official capacity with the School will receive their regular pay without loss of leave credits less any witness fees received. If an employee is summoned to appear as a witness, crime victim, or family member of a crime victim for non-School purposes, Crossroads will allow the employee the necessary time to participate in, or prepare for, those proceedings. For non-exempt employees, this time will be unpaid unless they choose to use available Vacation Time or Personal Time. As soon as a summons is received, an Employee should notify their direct supervisor. A copy of the summons must be forwarded to Human Resources. All employees should report to work when not needed by the court unless distance or time makes it impractical. Please call your direct supervisor when released to verify the work schedule for the remainder of the day.

Employees who serve as jurors shall continue to receive their normal rate of pay. In order to receive wages for time serving on a juror, employees must submit a certificate verifying jury duty to Human Resources.

SECTION 2.2. Crossroads will provide up to 10 days of paid Military Leave per school year. If an Employee's Military Leave is longer than 10 days, the employee may choose to take the time unpaid or use any Vacation or Personal Time you have available.

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage and benefits under the same conditions as if the employee had continued to work. For military leaves of more than 31 days, an employee may elect to continue his/her health coverage for up to 24 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage. All other applicable federal and state laws will be followed by Crossroads.

SECTION 3. Notice

SECTION 3.1. Employees shall provide in writing to Human Resources with a minimum of two weeks advance written notice, or as soon as practicable. Notification should include the reason for the request for leave, the date(s) if known, and a copy of any supporting documentation such as a jury summons.

APPENDIX F

EMPLOYMENT STATUS: AT-WILL EMPLOYMENT POLICY

This policy will summarize the employment status of at-will employees.

SECTION 1. Employment Status.

SECTION 1.1. Employees of Crossroads are considered at-will employees.

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

APPENDIX G
PROFESSIONAL PERSONNEL HIRING AND RECRUITMENT POLICY

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

SECTION 1. Authority to Hire

SECTION 1.1. The Board shall approve through the adoption of an annual budget all positions for employment.

SECTION 2. Recruitment.

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

SECTION 2.2. All job announcements for all certificated positions shall be published on the school's website and other recruiting sources deemed appropriate. .

SECTION 2.3. Public notice may be provided prior to hiring of a position.

SECTION 2.4. The Superintendent of Schools may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

SECTION 3. Qualifications

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

1. Demonstrated global awareness as evidenced by international travel or study abroad, or ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences (when applicable);
2. Advanced degrees;
3. High academic achievement;
4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds Crossroads serves;

8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;
10. Demonstrated effective management and instructional practices;
11. Professionalism in demeanor and appearance;
12. National Board Certification;
13. Missouri Professional Certification or eligibility for such; and
14. Willingness to work with athletics and extra-curricular activities.

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

APPENDIX H
PERSONNEL EVALUATIONS POLICY

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

SECTION 1. Staff Observations and Evaluations

SECTION 1.1. The Superintendent of Schools shall be formally evaluated by the Board on at least an annual basis using an established evaluation instrument adopted by the Board.

SECTION 1.2. Each certified staff member shall be formally observed and evaluated by the Principal or the Principal's designee on at least an annual basis using an established evaluation instrument adopted by the Board.

SECTION 1.3. Each classified staff member shall be formally evaluated by the Principal or the employee's immediate supervisor on at least an annual basis using an established evaluation instrument adopted by the Board.

SECTION 1.4. The Crossroads staff member evaluating each employee shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

SECTION 1.4.1. The employee shall have the right to acknowledge acceptance of the evaluation or to dissent and provide written commentary related to the dissent; however, the document, regardless of acknowledgment or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

APPENDIX I

EMPLOYEE DRESS CODE POLICY

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

SECTION 1. Purpose of Employee Dress Code

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

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

SECTION 1.2. All staff shall dress in a manner and style in accordance with administrative regulations set forth by the Superintendent of Schools.

SECTION 2. Dress Code

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

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

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

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

- Shorts (except for physical education)
- Overalls (acceptable only for special projects or activities or related to specific job assignments)

- Hats
- Immodest dress such as dress which is too short (more than three inches above the knees) or tight or otherwise revealing
- Oversized tee shirts and undershirts
- Spandex/Leggings
- Tank tops
- See-through clothing
- Sundress without a jacket
- Clothing that exposes the midriff
- Extremely low cut dresses and blouses
- Exercise/jogging suit
- Other attire as deemed inappropriate by the Superintendent of Schools or Principal

SECTION 2.4. The Board recognizes that there are occasions when individuals may need to wear specific garb due to medical reasons or as part of a sincere personal religious practice. When such is the case, the employee shall contact Human Resources to request an accommodation under this Policy. The employee may be required to provide supporting documentation.

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

APPENDIX J
STAFF COMPLAINTS AND GRIEVANCES POLICY

Employees are encouraged to approach their direct supervisor with any ideas or suggestions which they feel may enhance the School or School system. If an Employee has a question or an issue concerning their job, they are encouraged to discuss these situations fully and openly with their direct supervisor. If the situation is not resolved by their direct supervisor or involves their direct supervisor, the employee may request a meeting with Human Resources to discuss the situation. If the situation is still not resolved, the employee may request a meeting with the Superintendent, and finally the Board of Directors.

APPENDIX K

PERSONAL LEAVE POLICY

This policy will summarize the leave policy for all personnel.

SECTION 1. Sick Time

Crossroads recognizes that from time-to-time unexpected illnesses may prevent employees from being at work. Therefore, employees will be awarded 66 hours of Sick Time per fiscal year for the following occasions:

- The employee's illness
- The employee is acting as the caretaker for a family member or partner
- The employee or their family member, or partner is visiting a medical professional

If an employee works part-time, Sick Time will be prorated based on the percentage of time worked versus a full-time schedule. Sick Time requests for scheduled appointments and procedures must be approved by an employee's supervisor in advance before that time is used.

Employee's may bank up to a total of 540 hours of Sick Time. Once an employee has accumulated 270 hours in their Sick Time bank, the employee may choose to continue banking up to a total of 540 hours or cash out any additional Sick Time at the end of the fiscal year. Only 60 hours of Sick Time may be cashed out per fiscal year.

Once an employee has accumulated 540 hours in your Sick Time bank, any additional Sick Time will automatically be paid out at the end of the fiscal year. Sick Time is paid out at a rate of \$10/hour.

Sick Time is not eligible for payment upon termination of employment, voluntary or otherwise, unless required by state or local law.

In addition, if an employee is out ill for longer than three consecutive days, the employee must present a release to return to work from a medical professional, unless prohibited by law.

SECTION 2. Personal Leave

Employees will be awarded 66 hours of Personal Time per fiscal year. If an employee works part-time, Personal Time will be prorated based on the percentage of time worked versus a full-time schedule. Personal Time remaining at the end of the fiscal year will automatically be converted to Sick Time. Personal Time is not eligible for payment upon termination of employment, voluntary or otherwise, unless required by state or local law. Personal Time cannot be used after an employee has resigned unless it was previously scheduled and approved.

Teachers and front desk staff must have a substitute folder and plans prepared in case of an absence. The substitute will need to cover the duties including arrival, dismissal, RTI, lunch, recess, etc.

SECTION 3. Vacation Time for 12 Month Employees

12-month employees will receive 15 days of Vacation Time at the beginning of each fiscal year. For 12-month employees hired after the start of the fiscal year, Vacation Time is prorated based upon start date. For 12-month employees who work part-time, Vacation Time will be prorated based on the percentage of time worked versus a full-time schedule.

Vacation Time bank will be capped at four weeks. Once an eligible employee reaches the maximum accrual of four weeks, they will not earn additional Vacation Time until their Vacation Time balance falls below the four-week cap.

Vacation Time is a benefit provided to encourage work/life balance and should be utilized throughout the year. Please keep in mind that only 45 hours of Vacation Time can be rolled over at the end of each fiscal year. Vacation Time over this 45-hour limit at the end of each fiscal year will be lost.

Generally, Vacation Time payout upon termination will be prorated based on full months of service worked during the fiscal year in which Vacation Time was awarded. Eligible employees must provide a proper two-week notice, not be terminated for gross misconduct, and have been employed at least 90 days in order to be eligible for a Vacation Time payout at separation. If termination occurs due to gross misconduct or within the first 90 days of employment, Vacation Time will not be paid out. Vacation Time cannot be used after an employee has resigned unless the Vacation Time was previously scheduled and approved.

SECTION 4. Holidays:

Crossroads Holidays for twelve-month employees

- (1) New Year's Day
- (1) Rev. Martin Luther King Jr.'s Birthday
- (1) President's Day
- (1) Memorial Day
- (1) Juneteenth
- (1) Labor Day
- (1) Independence Day
- (3) Thanksgiving
- (1) Christmas Eve
- (1) Christmas Day

Crossroads Holidays for ten-month employees

- (1) Rev. Martin Luther King Jr.'s Birthday
- (1) President's Day
- (5) Spring Break
- (1) Memorial Day
- (TBD) Summer Break
- (1) Labor Day
- (3) Thanksgiving
- (10) Winter Break

SECTION 4.1. The Superintendent of Schools may grant extended leaves of absence on a case by case basis. All extended leaves of absence will be without pay if all other personal or vacation time has been exhausted, and extended leave will be for not more than sixty days, unless required by law.

Extended leaves of absence may be granted for the following reasons:

- A reasonable accommodation for disability or other required legal reason

SECTION 4.2- The employee shall be entitled to return to active employment upon written request for reassignment and contingent upon a vacancy in the field in which he/she was employed when the leave was granted. Such an employee shall be given preference equal to that given to any other applicant returning from a period of extended leave.

SECTION 4.3 An employee who does not use his/her leave for the purpose requested shall forfeit all rights and privileges provided for under the policy. He/she shall be considered as having resigned from Crossroads, effective as of the beginning date of the approved leave.

APPENDIX L
MANDATORY REPORTING OF CHILD ABUSE POLICY

This policy pertains to the mandatory reporting of suspected child abuse.

Crossroads employees who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person (whether a parent, a school employee or a third party) shall report such belief to both their supervisor and the Missouri Division of Child Services. In addition, school officials (including, but not limited to the Principal and teachers) must report such belief to the state as required by 210.115 of the statutes of Missouri, as amended. No internal investigation shall be initiated until such a report has been made. As used in this section, the term "abuse" is not limited to abuse inflicted by a person responsible for the child's care, custody and control as specified in section 210.110, but shall also include abuse inflicted by any other person.

APPENDIX M

COMMUNICABLE DISEASES POLICY

SECTION 1. Purpose of Policy

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

SECTION 2. Definitions.

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

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

SECTION 3. Protections

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

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

SECTION 4. Prevention of Transmission

SECTION 4.1. Each year, the Superintendent of Schools shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

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

SECTION 5. Identification of Potential Risks

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

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

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

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

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

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

SECTION 6. Privacy Rights

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

APPENDIX N

FRAUD PREVENTION POLICY

The purpose of this Policy is to identify and maintain good practices, address weaknesses in current processes, introduce improved systems for the management of those processes and protect individuals who report or otherwise identify such weaknesses or violations of those practices. The end result is that of minimizing the amount of fraud and corruption which may occur within the system and significantly reduce the opportunity for fraud or corruption to occur in the future. The public is entitled to expect Crossroads to conduct its affairs with integrity, honesty and openness, and demand the highest standards of conduct from those working for it and with it.

SECTION 1. Purpose

This Policy (1) encourages employees and volunteers of Crossroads to come forward with specific, credible information regarding inappropriate or fraudulent acts, illegal practices or serious violations of the policies of Crossroads; (2) specifies that Crossroads will protect persons providing such information from retaliation; and (3) identifies where and how these acts should be reported. Crossroads is committed to protecting the public assets with which it has been entrusted. Minimizing the losses to fraud and corruption is an essential part of ensuring that all of Crossroads' resources are used for the purpose for which they are intended.

SECTION 2. Reporting Suspicions

SECTION 2.1. Crossroads encourages complaints, reports or inquiries regarding illegal practices, unlawful activities or violations of Crossroads' policies, including illegal or improper conduct by Crossroads, itself, by its leadership or by others on its behalf. In the event an employee or volunteer suspects that an act of fraudulent financial reporting, accounting or auditing, fraudulent or dishonest use or misuse of Crossroads' resources or property, ethical violations or similar illegal or improper practices or policies has been committed or adopted, then the employee or volunteer, including but not limited to any witness to such act, activity or action, should report the act or activity without delay.

SECTION 2.2. Employees should report suspicions to a supervisor immediately and retain all evidence concerning the suspected act or actions. In the event the reporting person has reason or evidence to believe that his/her supervisor might be involved in the inappropriate act or activity or there may be a conflict of interest, the matter should be reported directly to the Superintendent of Schools, unless the Superintendent of Schools is suspected of committing such act or action, in which case, the inappropriate act or activity should be reported to the President of the Board.

SECTION 2.3. It is recognized that, for some individuals, raising a concern under this policy may be a difficult experience. All reported incidents will be investigated as provided

below. All reported incidents will be handled in confidence, with staff being informed on a need to know basis only.

SECTION 3. Crossroads Response

SECTION 3.1. This policy requires that matters involving any of the matters reported pursuant to Section 1 are referred to the Superintendent of Schools for investigation. These matters are taken seriously and additional action, such as disciplinary proceedings and/or prosecution, will be taken where evidence of offenses is found. If the concern reported involved behavior or conduct by the Superintendent of Schools the matter will be referred to the Board and the Board or its designee will conduct the investigation outlined below.

SECTION 3.2. The Superintendent of Schools will:

1. Investigate all allegations completely and confidentially.
2. Compile a report of findings for submission to the Board with a recommendation as to whether disciplinary action is appropriate.
3. Where appropriate, coordinate with the police in order for them to consider taking criminal action.
4. Advise supervisors on how to address procedural weaknesses identified during the investigation.

SECTION 4. The Investigation Process

SECTION 4.1. The purpose of any investigation is to establish the facts in an equitable and objective manner. The process will involve the use of authority or delegated powers to:

1. screen allegations or information to gauge their credibility;
2. secure all evidence;
3. interview suspects;
4. interview witnesses;
5. take statements; and
6. coordinate with departments or other agencies (including the police).

SECTION 4.2. The Superintendent of Schools will establish and record the basis of the concerns raised and establish what further actions are required. The Board will be informed of all reported disclosures and the actions being taken. In the case of disclosures on alleged fraud and corruption, the Superintendent of Schools will inform Crossroads' external auditors.

SECTION 4.3. Whenever possible, the individual raising the concern will be advised of the outcome of the investigation. If an individual is not satisfied with the response received and any subsequent action taken, they should put their concerns in writing to the

Superintendent of Schools who will arrange any further investigation as he/she deems appropriate. The Superintendent of Schools will send a written response to the individual concerned.

SECTION 5. Anti-Retaliation

SECTION 5.1. To ensure that this policy is adhered to, and to assure staff that the concern will be taken seriously, Crossroads will:

1. not allow the person reporting the concern to be retaliated against for doing so;
2. treat retaliation against any reporting party, witness or person providing evidence regarding the reported activity during an investigation as a serious matter leading to disciplinary action that may include dismissal;
3. not attempt to conceal evidence of poor or unacceptable practice;
4. take disciplinary action if an employee, volunteer or witness destroys or conceals evidence of poor or unacceptable practice or misconduct; and
5. ensure confidentiality clauses in employment contracts do not restrict, forbid or penalize any reporting party(ies).

APPENDIX O

ANTI-NEPOTISM POLICY

This policy will summarize Crossroads' positions related to the employment of members of the same family.

SECTION 1. Employment of Family Members

SECTION 1.1. Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

1. Create a supervisor/subordinate relationship with a family member;
2. Have the potential for creating an adverse impact on work performance;
or
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy shall also be considered when assigning, transferring, or promoting an employee.

SECTION 1.2. For the purpose of this policy, immediate family includes: spouse, partner, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, members of household.

SECTION 1.3. If an employee becomes or is the immediate family member of an applicant or employee or establishes a romantic relationship with another employee during the course of their employment, both employees are required to notify Human Resources and may be asked to sign a Consensual Relationship Acknowledgement. Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve or create a condition described in Section 1.1 above. If one of the conditions outlined in Section 1.1 should occur, attempts will be made to find a suitable position within Crossroads to which one of the employees will transfer. If employees become immediate family, Crossroads will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, Crossroads will decide in its sole discretion who will remain employed.

APPENDIX P
Employee Information Sharing Policy

The Board of Crossroads Charter Schools adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. The Superintendent of Schools or his/her designee shall be permitted to respond to requests for information from public schools about former employees of Crossroads.

SECTION 2. Information Sharing

SECTION 2.1. Crossroads shall provide only the following information about a former employee to another public school upon request unless additional information must legally be provided: name, dates of employment, job title, and department. There are specific laws pertaining to the release of information regarding the conduct of Teachers. Crossroads will comply with all legal requirements.

SECTION 2.2. Crossroads shall share the following information: information regarding any violation of the published regulations of the Board of the School by the former employee if such violated related to sexual misconduct with a student and was determined to be in actual violation by the Board after a contested case due process hearing was conducted pursuant to Board policy; the results of a Children's Division investigation if the investigation involved allegations of sexual misconduct with a student and the Children's Division reached a finding of substantiated.

SECTION 3. All current and potential employees shall be given notice of this policy upon its adoption.

APPENDIX Q

Background Checks and Fingerprinting Policy

Crossroads adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Any employee, member of the Board, volunteer, or individual otherwise authorized to have contact with students and prior to any individual having contact with students shall complete a criminal background check and a check of the family care safety registry.

SECTION 2. In order to facilitate the criminal background check and check of the family care safety registry, any employee, member of the Board, volunteer, or individual otherwise authorized to have contact with students and prior to any individual having contact with students shall complete a state and national fingerprint based criminal background check.

SECTION 3. Prior to fingerprints being captured, the employee or volunteer must be provided a copy of the “Noncriminal Justice Applicant’s Privacy Rights” and the FBI’s “Privacy Act Statement.” When registering for fingerprinting through the MACHS portal, this information is provided and acknowledged during the registration process.

SECTION 4. Crossroads will ensure the information received is protected from receipt until destruction and will establish appropriate technical and physical precautions to secure such information.

SECTION 5. If a security violation occurs with information provided by the fingerprint background check, whether malicious in intent or not, the violation will be reported to Crossroads’ Security Officer (CSO). The CSO will complete a MSHP SHP-71 Security Incident Report form and forward the completed form to the MSHP Criminal Justice Information Services (CJIS) Security Unit.

SECTION 6. To comply with the FBI CJIS Security Policy, basic security awareness training is required for all personnel who have access to Criminal Justice Information (CJI) within six months of initial assignment, and biennially thereafter. Crossroads completes security awareness training via [hard copy, CJIS Online, etc.] and proof of completed and current security awareness training will be retained indefinitely for all personnel with access to information provided from the fingerprint background checks.

SECTION 7. Only authorized personnel of Crossroads may access, view, or otherwise use information provided from the fingerprint background check and check of the family care safety registry and shall not share such information from any individual not authorized to access, view, or otherwise use the information. If such information is printed on a hard copy format, authorized personnel will ensure the information is stored in a secured environment and is not accessible by unauthorized personnel. The security combination

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

SECTION 8. When hard copy information or information stored on optical media discs is no longer required, it must be destroyed in one of the following manners:

1. In-House Cross Shredder
2. Incineration
3. Contracted Document Destruction Company. If a contracted document destruction company is used, authorized personnel must accompany the CHRI to destruction.

SECTION 9. When electronic copy information stored on HDDs, SSDs, or flash sticks is no longer required, the electronic media must be degaussed a minimum of three times.

SECTION 10. Crossroads will disseminate information to the applicant of record for personal review or challenge purposes only. The individual must make a request to view information in writing and the individual must appear in person, with identification, and sign a secondary dissemination log. Secondary dissemination logs will include, at a minimum: the date of secondary dissemination, the name of the subject of the record, the name of the person or agency requesting the record, a description of the shared record, the purpose of the request, how the dissemination occurred, and the name of the disseminator. The secondary dissemination log will be retained for at least 3 years or until a compliance audit can be conducted by the MSHP.

SECTION 11. Crossroads will ensure all MACHS portal access is current. Any user that no longer needs access will be removed immediately by the Agency CSO or the MACHS Administrator.

SECTION 12. Crossroads' CSO will contact the Missouri State Highway Patrol, CJIS Division, Trainer/auditor for assistance with Administrator rights to the MACHS portal.

SECTION 13. Crossroads will ensure that Rap Back subscriptions are kept up-to-date and removed when the individual is no longer working or volunteering for the agency. Rap Back subscriptions and validations will be conducted by the MACHS administrator of the agency.

APPENDIX R

Missouri Victims' Economic Security and Safety Act Policy

Crossroads adopts the following policy, effective on the date of adoption by the Board. In accordance with the Missouri Victims' Economic Security and Safety Act (VESSA), Crossroads offers eligible employees unpaid leave and/or reasonable safety accommodations for qualifying domestic or sexual violence related reasons, with a guarantee of restoration to the same or an equivalent position on return from leave. Employees must comply with the terms and conditions set forth in this policy.

SECTION 1. Definitions

1. "Domestic violence" means abuse or stalking committed by a family or household member.
2. "Family" or "household member" means spouses, former spouses, parent, son, daughter, or any other person related by blood or marriage, persons who are presently residing together or have resided together in the past, any person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, and anyone who has a child in common regardless of whether they have been married or have resided together at any time.
3. "Sexual violence" means a sexual assault, including without limitation, causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without the person's consent, and trafficking for the purposes of sexual exploitation as described by Missouri law.
4. "Workweek" means an individual employee's standard workweek.

SECTION 2. Eligible Employees

Employees are eligible for leave if they are the victim of domestic or sexual violence or have a family or household member who is the victim of domestic or sexual violence. The family or household member may not have interests that are adverse to the employee as it relates to the domestic or sexual violence.

SECTION 3. Qualifying Reasons for Leave

Domestic or sexual violence leave is available to eligible employees in the following circumstances:

1. To seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence against the employee or their family or household member.
2. To obtain victim services from a victim services organization for the employee or their family or household member.

3. To obtain psychological or other counseling for the employee or their family or household member.
4. To participate in safety planning, including temporary or permanent relocation or other actions to increase safety for the employee or their family or household member from future domestic or sexual violence or to ensure economic security.
5. To seek legal assistance to ensure the health and safety of the employee or their household or family member, including preparing for or participating in court proceedings related to the domestic or sexual violence.

SECTION 4. Leave Time

Eligible employees may take up to two workweeks of unpaid domestic violence leave within any 12-month period. Leave is based on a rolling 12-month period, looking back from the date the leave would begin. Leave may be taken intermittently (in separate blocks of time) or as reduced schedule leave.

Leave taken under this policy is unpaid. However, employees may substitute accrued and unused PTO for the unpaid leave. The substitution of PTO does not extend the leave period but runs concurrently with it. Likewise, domestic and sexual violence leave may run concurrently with any leave available under the federal Family and Medical Leave Act (FMLA). This policy does not entitle employees to take unpaid leave that exceeds the amount of unpaid leave time allowed under the FMLA.

SECTION 5. Notice of Need for Leave and Certification

Eligible employees must provide Crossroads with at least 48 hours' advance notice of the need for leave. If 48-hour notice is not practicable, an eligible employee must provide certification of need for leave within a reasonable period after the absence.

To request domestic or sexual violence leave, employees must supply one of Crossroads' Key Personnel with a sworn statement that the employee or a member of the employee's family or household is a victim of domestic or sexual violence and that leave is necessary for a specific qualifying reason. In addition, Crossroads may require the following supplemental information:

1. Documents from an employee, agent, or volunteer of a victim's services organization, member of the clergy, or medical or other professional from whom the employee or family or household member has sought assistance.
2. A police report or court record.
3. Other corroborating evidence.

This information must be provided to one of Crossroads' Key Personnel within a reasonable time after it is required by Crossroads. Full cooperation to obtain this supplemental information is required under this policy.

During leave, employees may be required to provide periodic reports when reasonably requested about the employee's status or any change in the employee's plans to return to work.

SECTION 6. Medical and Other Benefits

An employee taking domestic or sexual violence leave, upon return from leave, is entitled to be restored to the position of employment held by the employee when the leave commenced or to an equivalent position.

Taking domestic or sexual violence leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

SECTION 7. Reasonable Safety Accommodations

Eligible employees are entitled to reasonable safety accommodations to keep employees safe from actual or threatened domestic or sexual violence unless it would impose an undue hardship on Crossroads. Employees seeking a reasonable safety accommodation may be required by Crossroads to provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodations are for a purpose authorized by VESSA.

SECTION 8. Non-Retaliation

Employees who seek good faith leave or reasonable safety accommodations under this policy will not be retaliated against. If you believe you have been subject to retaliation or discrimination, you should report it to one of Crossroads' Key Personnel.

For further information or details about any of the terms of this Domestic and Sexual Violence Leave Policy, please contact the Director of Human Resources.

APPENDIX S
Title IX Sexual Harassment
Grievance Policy And Procedure

Crossroads prohibits sexual harassment in any form. This policy focuses specifically on sexual harassment as that term is defined under Title IX of the Education Amendments Act of 1972, as amended. If alleged conduct does not fall under this policy, Crossroads will address it promptly under other applicable policy.

“Title IX sexual harassment” is conduct on the basis of sex within the scope of Crossroads’ education programs or activities (as defined in this policy) that satisfies one or more of the following:

1. “Quid pro Quo” – A Crossroads employee conditioning the provision of an aid, benefit or service of Crossroads on an individual’s participation in unwelcome sexual conduct;
2. “Hostile Environment” – Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Crossroads’ education program or activity; or
3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8) or “stalking” as defined in 34 U.S.C. 12291(a)(30).

SECTION 1. Notice

Crossroads will provide notice of its prohibition on discrimination on the basis of sex to students, parents/guardians, employees, applicants for admission and employment. The notice will:

1. Include the name or title, office address, email address and phone number of the Title IX Coordinator;
2. Include information on Title IX grievance procedures and grievance process;
3. State that the requirement not to discriminate extends to admission and employment; and
4. Direct inquiries to the Title IX Coordinator or the assistant secretary for civil rights at the U.S. Department of Education.

Crossroads' policy prohibiting discrimination on the basis of sex and the Title IX Coordinator's contact information will be prominently displayed on Crossroads's website and in each handbook.

SECTION 2. Definitions

Crossroads adheres to all definitions specified in applicable Title IX regulations and incorporates them by reference to the extent they are not stated here.

Actual Knowledge - Notice of sexual harassment under Title IX or notice of allegations of sexual harassment under Title IX to Crossroads's Title IX Coordinator or to any Crossroads official who has the authority to institute corrective measures on behalf of Crossroads or to any employee of Crossroads, except where the only Crossroads official or employee with actual knowledge is also the respondent.

Business Days - Days (full or partial) on which Crossroads's business offices are open.

Complainant - An individual who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not considered a complainant.

Dating Violence - Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Determination of Responsibility - A formal finding of a decision-maker on each allegation of sexual harassment contained in a formal complaint that the respondent did or did not engage in conduct constituting sexual harassment under Title IX based on a preponderance of the evidence.

Domestic Violence - Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim by a person with whom the victim shares a child in common; by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Missouri; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Missouri.

Education Program or Activity - Any part of Crossroads-sponsored instructional program, including extracurricular activities, or employment in Crossroads, including locations,

events or circumstances over which Crossroads exercised substantial control over both the respondent and the context in which the sexual harassment occurred.

Formal Complaint - A document or electronic submission filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment under Title IX against a respondent and requesting that Crossroads investigate the allegations. When a complainant files a formal complaint, the document or electronic submission must have the complainant's physical or digital signature or otherwise indicate the complainant's identity. A formal complaint may be filed only by a complainant participating in or attempting to participate in Crossroads's education programs or activities.

Informal Resolution Process - Alternative dispute resolution methods designed to resolve allegations of sexual harassment without completing the formal complaint process. The purpose of the process is to restore or preserve equal access to Crossroads's education programs or activities for all parties. Such a process may be offered by the Title IX Coordinator after a formal complaint has been filed and after consultation with Crossroads's attorney as to whether an informal resolution process will be sufficient to meet Crossroads's Title IX obligations.

Investigative Report - The report of the investigator of a formal complaint.

Party/Parties - Complainant(s) and respondent(s).

Remedies - Upon a final determination of responsibility, remedies are actions taken to restore or preserve equal access to Crossroads's education programs or activities. These may include continued or new supportive measures but may also include imposition of more burdensome requirements, limitations and conditions upon the respondent, as well as disciplinary action against the respondent, including suspension, expulsion, or termination of employment.

Report - Information provided by a complainant or any other person to the Title IX Coordinator when that information indicates, suggests or alleges misconduct. This includes the intake information obtained by the Title IX Coordinator prior to the filing of a formal complaint.

Respondent - An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

Sexual Assault - This includes all behaviors constituting forcible or nonforcible sexual offenses within the scope of the Federal Bureau of Investigation's national uniform criminal incident reporting system. At present these classifications include any sexual act directed against another person without the consent of the victim, including instances where the victim is incapable of consent. Sexual assault specifically includes:

1. Rape (Except Statutory Rape) - The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
2. Sodomy - Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
3. Sexual Assault with an Object - To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
4. Fondling - The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
5. Incest - Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
6. Statutory Rape - Nonforcible sexual intercourse with a person who is under the statutory age of consent pursuant to Missouri law.

Stalking - Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Supportive Measures – Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Crossroads's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Crossroads's educational environment or deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, safety escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Title IX Decision - The comprehensive decisional document of the independent decision-maker concluding the Grievance Process, as may be amended or affected by the results of an appeal.

Voluntary Consent - Consent given freely and without coercion.

SECTION 3. Reporting

Any person may report sexual harassment regardless of whether the person is the alleged victim (complainant). While the law allows individuals to refuse to participate in a Title IX investigation, proceeding or hearing, Crossroads policy and the law require that employees immediately report to the Title IX Coordinator any knowledge of an allegation of sexual harassment under Title IX, and employees can be reprimanded or disciplined for failing to do so. Reports may be made at any time, including during nonbusiness hours, by using the telephone number, email address or office address listed below.

The following individual will serve as the Title IX Coordinator(s) for Crossroads and will coordinate and implement Crossroads' compliance with Title IX's requirements.

Chief Academic Officer or designee
1011 Central Street
Kansas City, MO 64105
Phone 816-221-2600

If the Title IX Coordinator is unavailable or is the respondent to a complaint, reports should instead be directed to the Superintendent.

SECTION 4. No Retaliation

No person employed by or associated with Crossroads will intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or because the individual has made a report or complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding or hearing under Title IX.

Intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment under Title IX but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment under Title IX, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Complaints alleging retaliation must be filed with the Title IX Coordinator.

Charging an individual with violating other policies by making a materially false statement in bad faith in the course of the grievance proceeding is not retaliation. But making a

statement that is not consistent with the ultimate decision of the decision-maker or appellate decision-maker is not, in and of itself, sufficient to conclude that the statement was materially false and made in bad faith.

SECTION 5. Intake and Classification of Reports

The Title IX Coordinator will receive and review all reports of sexual harassment even if a formal complaint has not been filed. The context of behavior can make a difference between conduct falling within the technical definition of sexual harassment under Title IX and conduct of a sexual nature that is offensive or hostile in itself, but which does not constitute harassment within that definition. Crossroads policies prohibit both but, for purposes of its Title IX obligations, Crossroads must specially address cases within the definition under this special, limited-scope policy.

If the Title IX Coordinator determines a report concerns conduct that does NOT involve sexual harassment under Title IX or did not occur in Crossroads' education program or activity, the Title IX Coordinator will refer the matter based on other applicable policy and Crossroads will ensure appropriate investigation occurs and appropriate action is taken.

If a student alleges sexual misconduct on the part of any Crossroads employee to any person employed by Crossroads, that person will immediately report the allegation to the Children's Division of the Department of Social Services in accordance with state law and Crossroads policy. Moreover, nothing in the policy precludes the mandatory or voluntary reporting of any suspected criminal activity to the appropriate law enforcement agency at any time.

SECTION 6. Procedures Prior to or without a Formal Complaint

When the Title IX Coordinator has actual knowledge of an allegation of sexual harassment under Title IX in an education program or activity of Crossroads, the Title IX Coordinator will promptly contact the complainant and:

1. Provide information about the supportive measures available to the complainant and inform the complainant that he or she may receive supportive measures without filing a formal complaint.
2. Consider the complainant's wishes with respect to supportive measures and implement appropriate supportive measures.
3. Explain to the complainant the process for filing a formal complaint.

SECTION 7. Students Receiving Special Education Services

If the complainant or respondent has an individualized education plan (IEP) or Section 504 plan in place, the Title IX Coordinator will consult with the appropriate special education administrator(s) for assistance in determining the appropriate supportive measures based on the special needs of the student.

If Crossroads determines that a student's specific circumstances, including disabilities, prevent Crossroads from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein, Crossroads will pursue such measures as are available under Crossroads policy and law. Such measures will be designed to restore or preserve all students' equal access to Crossroads education programs or activities.

SECTION 8. Formal Complaint Process

The following is a summary of the complaint process and associated timeline.

Grievance Procedure Timeline	
Formal complaint made to Title IX coordinator	n/a
Investigative report and copy of evidence provided to parties	Within 20 business days of parties receiving notice of the formal complaint
Parties may review the evidence gathered by the investigator and submit a written response or submit questions regarding the investigative report	10 days after receipt of investigative report
Written decision is issued by decision-maker	Within 20 days after the closing of the parties' period to comment/ask questions regarding the investigative report
Appeal of decision	Within 5 days of receiving notice of dismissal or written decision.
Period to submit written statements in support or challenging the original decision outcome to the appeal decision-maker	5 days
Appeal decision-maker will issue appeal decision	Within 10 days after the close of the period for parties to submit written statements regarding the original decision

A. Filing of a Formal Complaint

Nothing in this process will interfere with any legal right of a parent/guardian to act on behalf of a complainant, respondent or party including, but not limited to, filing a formal complaint. If a student who is not an eligible student pursuant to the Federal Education Rights and Privacy Act (FERPA) files a formal complaint, the parent/guardian of the complainant will be notified of the complaint with the complainant's consent.

The complainant may file a formal complaint or choose not to file a formal complaint and simply receive the supportive measures.

If the complainant does not file a formal complaint, the Title IX Coordinator may sign a formal complaint, initiating the grievance process. The Title IX Coordinator will do so only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances, keeping in mind that filing a formal complaint may itself be viewed as deliberate indifference to the complainant's rights under Title IX.

If no formal complaint is filed by the complainant or signed by the Title IX Coordinator, no disciplinary action will be taken against the respondent on the grounds of sexual harassment under Title IX.

B. Process upon Filing of a Formal Complaint

Crossroads' grievance process will provide a prompt and equitable resolution of complaints and will:

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent;
2. Comply with Title IX regulations before imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent;
3. Require a decision-maker to objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and not make credibility determinations based on a person's status as a complainant, respondent or witness;
4. Require that all Title IX Coordinators, investigators, those responsible for facilitating informal resolution processes and decision-makers not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;

5. Presume that the respondent is not responsible for the conduct until a determination of responsibility is made at the conclusion of the grievance process;
6. Follow stated timelines unless Crossroads temporarily delays the grievance process for good cause (including, but not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of a disability) and notify the parties in writing of the reason for a delay, if any; and
7. Not require, allow, rely upon or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.

C. Notice to the Parties

When the complainant files a formal complaint, written notice will be provided to all known parties and will include:

1. Notice of the grievance process, including any informal resolution process that is available and the timeline for such process.
2. Notice of the allegations of sexual harassment under Title IX made by the complainant with sufficient details known at the time and with sufficient time to allow the respondent to prepare before the initial interview. At minimum, the details will include the identities of the parties involved in the incident, if known, the conduct and the date and location of the alleged incident if known.
3. A statement that the respondent is presumed not responsible for the conduct and that a determination of responsibility will be made at the conclusion of the grievance process.
4. A statement that parties may have an advisor of their choice, who may be an attorney.
5. A statement that the parties and their advisors will have an equal opportunity to inspect and review any evidence that is directly related to the allegations raised in the formal complaint, including evidence upon which Crossroads does not intend to rely, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
6. Notice of any provision in Crossroads's discipline code that prohibits knowingly making a false statement or providing false information during the grievance process.

7. Notice that retaliation of any kind against any person who has made a report or complaint, or against any person who testifies, assists, participates or refuses to participate in any manner into an investigation, proceeding or hearing under this policy, is prohibited.

If in the course of the investigation of sexual harassment under Title IX Crossroads decides to investigate allegations about the complainant or respondent that were not in the initial notice, notice of the additional allegations will be provided to all known parties.

D. Range of Possible Disciplinary Sanctions and Remedies

An appropriate disciplinary response for an employee found responsible for sexual harassment in this grievance process may include any suitable response available for the discipline of employees under board policy or applicable law.

An appropriate disciplinary response for a student found responsible for sexual harassment in this grievance process may include any suitable response available for the discipline of students under Board policy or applicable law.

Remedies may also include the imposition upon a responsible respondent of any non-disciplinary measures appropriate to effecting a remedy for sexual harassment such as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access Crossroads's education programs and activities.

E. Interim Action

1. Emergency Removal. Crossroads may remove the respondent from Crossroads' education programs and activities prior to the start or completion of the grievance procedure on an emergency basis provided that Crossroads:
 - a. Performs an individualized safety and risk analysis;
 - b. Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
 - c. Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision may not be construed to modify any rights under federal disability laws.

2. Administrative Leave. Crossroads may place an employee respondent on administrative leave during the pendency of the grievance process in accordance with board policy and law. This provision may not be construed to modify any rights under federal disability laws.

F. Investigating a Formal Complaint

1. Consolidation. Formal complaints may be consolidated as to allegations of sexual harassment under Title IX against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.
2. Investigation Process and Scope. After the formal complaint is filed and the investigation is complete, the investigator will provide an investigative report to the decision-maker. The investigation may be conducted by someone other than the Title IX Coordinator. The investigator will gather evidence sufficient to reach a determination of responsibility or non-responsibility and may not require the parties to do so.
3. During the investigation and the grievance process, Crossroads will:
 - a. Provide equal opportunity to present witnesses, including fact and expert witnesses, and all evidence, including inculpatory and exculpatory evidence.
 - b. Not restrict the parties from discussing the allegations under investigation or gathering and presenting relevant evidence.
 - c. Provide the same opportunity for parties to have others, including an advisor of their choice, present during any grievance proceedings and related meetings, though Crossroads may restrict the extent to which advisors may participate as long as the rules apply to both parties.
 - d. Provide written notice to parties who are invited or expected to participate of the date, time, location, participants and purpose of all hearings, investigative interviews or other meetings with sufficient time for the parties to prepare to participate.
 - e. Obtain written, voluntary consent before accessing records, such as medical records or counseling notes that a physician, psychiatrist,

psychologist or other recognized professional or paraprofessional made or maintained in connection with the provision of treatment to the party. If the party is at least 18 years old or is enrolled in postsecondary education, the party can sign on his or her own behalf. Otherwise, a parent/guardian must sign on the party's behalf. This notice must advise the person to whom it is given that these records, or portions of them, may be given to the respondent if they are directly related to the allegations in the formal complaint.

- f. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. This includes evidence upon which Crossroads does not intend to rely in reaching a determination of responsibility and inculpatory or exculpatory evidence, whether obtained from a party or other source.
- g. Send to each party and the party's advisor, if any, the evidence subject to inspection and review prior to completion of the investigative report and within 20 business days of the parties receiving notice of the formal complaint. The evidence may be sent in an electronic format or hard copy. The parties will be given at least ten business days, as required by law, to submit a written response, which the investigator will consider prior to the completion of the report.
- h. Create an investigative report that fairly summarizes relevant evidence, reaches any necessary conclusions about the credibility of the complainant, respondent, or other witnesses, and send it in an electronic or hard copy format to each party and their advisors, if any, for their review and written response. The investigative report must be sent no later than ten business days prior to the time of determination of responsibility by the decision-maker, as required by law.

G. Dismissal of a Formal Complaint

If Crossroads determines the allegations, even if proved, would not constitute sexual harassment under Title IX as defined in this policy, did not occur in Crossroads's education program or activity, or were not committed against a person in the United States, the formal complaint will be dismissed. The dismissal does not mean that a complaint cannot be made under another Crossroads policy or that any misbehavior will not be addressed under another policy or Crossroads's code of conduct in Appendix MM.

Crossroads may dismiss a formal complaint or any allegations in a formal complaint at any time if:

1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations in the formal complaint;
2. The respondent is no longer enrolled in or employed by Crossroads; or
3. Specific circumstances prevent Crossroads from gathering evidence sufficient to reach a determination of responsibility as to the merits of the formal complaint or allegations therein.

If the formal complaint or any of its allegations is dismissed, Crossroads will notify the parties simultaneously.

A party may appeal the dismissal of a formal complaint or any of its allegations by submitting a written notification of appeal to the Title IX Coordinator within five business days of receiving the notice of dismissal. If the Title IX Coordinator or the investigator dismissed the complaint or any allegation, the dismissal will be heard by the decision-maker. If the decision-maker dismissed the complaint or any allegation, the dismissal will be heard by the appellate decision-maker. The appeal is limited to the following bases:

1. There was a procedural irregularity that affected the outcome.
2. There is new evidence that was not reasonably available at the time of the dismissal that could affect the outcome of the matter.
3. The Title IX Coordinator, investigator or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome of the matter.
4. That the dismissal is based on a manifest error of fact or law.

H. Decision-maker Duties

The Title IX Coordinator will designate someone to serve as the decision-maker to determine whether the respondent is responsible for sexual harassment under Title IX. The decision-maker may be a Crossroads administrator, an attorney not regularly employed by Crossroads, or another appropriate adult. The person designated cannot have been part of the investigation.

1. Procedures of the Decision-Maker and Party Questions and Answers. After the parties receive the final investigative report, each party may submit to the decision-maker any written, relevant questions that the party wants asked of any party or witness. Each party will receive the answers to the questions and will be

allowed time to submit limited follow-up questions. The decision-maker may exclude a question that is not relevant. The party who submitted the question will receive an explanation as to why the question was judged not relevant. Questions or evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant other than to show that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

2. Preponderance of the Evidence Standard. The decision-maker may find the respondent is responsible for the alleged sexual harassment under Title IX only when the evidence shows that the complainant's allegations are more likely true than not.
3. Decision-Maker's Findings and Resulting Remedies. Within 20 business days after the closing of the questions period, including follow-up questions, the decision-maker will provide a written Title IX decision that includes:
 - a. The allegations potentially constituting sexual harassment under Title IX;
 - b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits and other methods used to gather other evidence and hearings held;
 - c. Findings of fact supporting the determination, including if appropriate determinations of witness credibility;
 - d. Conclusions regarding the application of the facts to the standard for sexual harassment under Title IX;
 - e. A statement of and rationale for the result as to each allegation, including a determination of responsibility, any disciplinary actions Crossroads will impose against the respondent, and whether remedies designed to restore or preserve equal access to Crossroads's education program or activity will be provided to the complainant; and
 - f. The procedures and permissible bases for the complainant and respondent to appeal.

The written Title IX decision will be provided to the parties simultaneously, and a copy will be provided to the Title IX Coordinator.

I. Finality of the Title IX Decision

If an appeal is filed, the Title IX decision becomes final on the date that Crossroads provides the parties with the written determination of the result of the appeal. If an appeal is not filed, the Title IX decision becomes final on the date on which an appeal would no longer be considered timely.

J. Disciplinary Matters and Implementation of Discipline and Remedies

The Title IX Coordinator is responsible for effective implementation of any remedies, including coordination with Crossroads's disciplinary authorities in the imposition of disciplinary actions taken against the respondent.

SECTION 9. Appeals of the Determinations of Responsibility of a Decision

A. Initiating an Appeal of Title IX Decision-Time, Contents and Assignment

Either party may appeal the determination(s) of responsibility, the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Title IX Coordinator in writing within five business days after the parties receive the written Title IX decision from the decision-maker. Appeals must be based on one or more of the following:

1. A procedural irregularity that affected the outcome of the matter.
2. New evidence that was not reasonably available at the time of the determination and that could affect the outcome of the matter.
3. The Title IX Coordinator, investigator(s) or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome of the matter.
4. The decision was based on a manifest error of fact or law.

The party who files the appeal will state the basis or bases for the appeal in writing. If there are multiple determinations of responsibility, the appeal should specify which ones are affected by the appeal. Appeals filed for any reason other than those listed above will not be heard.

If an appeal is filed, the Title IX Coordinator will:

1. Assign the appeal to an appellate decision-maker who is not the same person as the initial decision-maker, the investigator or the Title IX Coordinator.
2. Notify other parties in writing.

3. Implement the appeals process equally to all parties.
4. Give all parties the opportunity to submit a written statement in support of or challenging the outcome within five business days after receiving the notice of appeal.

Written statements and other written documents pertaining to the appeal will be shared with all parties.

B. Conduct of the Appeal

The appellate decision-maker will review the findings of the initial decision-maker and review the written statements filed by the parties supporting or opposing the appeal. Within ten business days after the close of the period for parties to file their written statements supporting or opposing the appeal, the appellate decision-maker will issue a written decision describing the result of the appeal and the rationale for the result. That decision will be transmitted to all parties and to the Title IX Coordinator simultaneously. The appellate decision-maker may refer an appealed issue back to a prior point in the grievance process for correction.

SECTION 10. Process for Informal Resolution of Formal Complaints

After a formal complaint has been filed and at any time prior to reaching a determination of responsibility, Crossroads may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. If a party requests the use of an informal resolution process, Crossroads will provide the parties a written notice that:

1. Discloses the allegations and the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
2. Discloses that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
3. Discloses any consequences resulting from participating in the informal resolution process, including the records that, with voluntary written consent from the parties, will be maintained or could be shared; and
4. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process may not be used to resolve allegations that an employee is responsible for sexual harassment under Title IX against a student.

If the informal resolution process does not resolve the formal complaint within 30 business days after both parties consented to use the process, the Title IX Coordinator will resume the grievance process unless both parties again consent to continue using the informal resolution process.

SECTION 11. Training

Title IX Coordinators, investigators, decision-makers and any person designated to facilitate an informal resolution process, should Crossroads offer one, will receive training on the following:

1. The definition of sexual harassment under Title IX as used in this policy.
2. The scope of Crossroads's education programs and activities.
3. How to conduct the investigation and grievance process, including determination of responsibility for sexual harassment, appeals, and informal resolution processes, as applicable.
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
5. Issues of relevance necessary to create an investigative report that fairly summarizes the relevant evidence.
6. Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Crossroads will not use training materials that rely on sex stereotypes. All training materials used by Crossroads will promote impartial investigations and adjudications of formal complaints of sexual harassment under Title IX. These training materials must be publicly available on Crossroads's website or, if Crossroads does not maintain a website, the materials must be available upon request for inspection by members of the public.

SECTION 12. Records

Crossroads will maintain the following records for seven years:

1. Records of each investigation of sexual harassment under Title IX, including any determination of responsibility, any disciplinary sanctions imposed on the

respondent and any remedies provided to the complainant designed to restore or preserve equal access to Crossroads's education program or activity;

2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom;
4. All materials used to train Title IX Coordinators, investigators, decision-makers and any person who facilitates an informal resolution process;
5. Documentation if Crossroads did not provide a complainant with supportive measures and the reasons why such a response was not clearly unreasonable in light of the known circumstances; and
6. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment under Title IX. These records must document the basis for the conclusion and that Crossroads's response was not deliberately indifferent.

Crossroads may add documentation of additional steps taken by Crossroads that were not initially provided in conjunction with the initial complaint filed.

SECTION 13. Confidentiality

Except as required by law, as permitted by FERPA or to carry out the purposes of Title IX, including the conduct of any investigation, hearing or judicial proceeding arising thereunder, Crossroads will keep confidential the identity of :

1. Any individual who has made a report or filed a formal complaint of sexual harassment under Title IX;
2. Any complainant;
3. Any individual who has been reported to be the perpetrator of sex discrimination;
4. Any respondent; and
5. Any witness.

Crossroads must maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining such confidentiality would not impair the ability of Crossroads to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.