INTRODUCTION

The Human Resources Model Board Policy will provide a summary of statutes and regulations that apply to the human resources and labor relations functions of charter schools as employers, as well as specific model board policies designed to comply with these legal requirements and best practices.

These are suggested policies to address the requirements from state and federal law and State Board of Education Rules applicable to charter schools in Missouri. Prior to adoption of model policies by a charter school governing board, each policy should be customized by adding the school’s name where indicated and by tailoring the language, where appropriate, to fit the school’s specific needs. MCPSA recommends that the Board of a charter school consult with the school’s legal counsel in connection with adopting and implementing the policies contained within this manual.

MCPSA plans to update the Model Board Policies for Charter Schools on an annual basis to reflect changes in applicable laws and regulations.

Scope of Service & Copyright Notice

This policy module prepared by the MCPSA is designed and intended as a resource of information for charter schools and is not to be construed as legal advice. It is a recommended practice for schools to obtain the advice of its legal counsel to ensure compliance with all applicable legal requirements.

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I. Employment Law and Labor Relations

Summary of Statutory Requirements

Charter schools are employers, and as such, are obligated to comply with overarching labor laws, including those related to civil rights, workplace safety, and a host of other areas. In addition, schools must comply with specific education laws and regulations which pertain to teacher qualifications, most notably the No Child Left Behind Act (NCLB). Schools must also comply with state and local laws and regulations governing education, including the Missouri Charter School Statutes as well as any other statutes and regulations regarding health and safety in the workplace, fingerprinting and criminal background checks etc. The following is a summary of the major federal employment laws and regulations.

1. WAGE AND HOUR – FAIR LABOR STANDARDS ACT (FLSA)

The FLSA establishes minimum wage, overtime pay, recordkeeping, and an employee's employment standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments. The FLSA designates employees as either exempt or nonexempt from federal and state wage and hour laws. In accordance with the Department of Labor, most executive, administrative and professional employees (including teachers and academic personnel in elementary and secondary schools) are considered exempt, meaning that they are exempt from both minimum wage and overtime pay provisions. Because exemptions are generally narrowly defined under the FLSA, schools should carefully check the exact terms and conditions for each category of employee. See http://www.dol.gov/whd/regs/compliance/hrg.htm#8.

The FLSA requires employers to pay nonexempt employees a minimum wage of not less than $7.25 per hour effective July 24, 2009. The minimum wage limitations periodically change and should be monitored to ensure compliance (http://www.dol.gov).

The Wage and Hour Division of the U.S. Department of Labor administers and enforces the FLSA. Because the Federal law is more stringent than the Missouri law, an employer who is in compliance with federal law also complies with Missouri law.

Poster Requirements
Every employer must post, and keep posted, a notice explaining the Act in a conspicuous place. Although there is no size requirement for the poster, employees must be able to readily read it.

For more information, see http://www.dol.gov/compliance/topics/posters.htm

2. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) is a complicated federal statute and this manual will only highlight the main points of the law. Schools are encouraged to consult an attorney regarding their FMLA policies and procedures.

The FMLA provides a means for employees to balance their work and family responsibilities by taking unpaid leave for certain family and medical reasons if the employer is covered under the FMLA. An employer is covered under the FMLA if, as of the date an employee gives notice
of the need for leave, the employer maintained 50 or more employees on the payroll during 20 or more calendar workweeks (not necessarily consecutive workweeks) in either the current or preceding year.

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. Eligible employees may take leave for the following reasons:

(1) To care for the employee’s child after birth or placement for adoption or foster care of a child with the employee (leave taken for this reason must be completed within the 12 month period beginning on the date of birth or placement);

(2) To care for an immediate family member (spouse, child, parent) who has a serious health condition (does not include the employee’s in-laws);

(3) To care for the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and

(4) Due to any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements and attending counseling sessions.

Spouses employed by the same employer are limited to a combined total of 26 workweeks in a single twelve month period if the leave is to care for a covered servicemember with a serious injury or illness and to a combined total of 12 workweeks in a 12 month period if the leave is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

FMLA leave is usually taken for a period of consecutive days, weeks or months. However, employees may take FMLA leave intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works each workday) when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Employees will receive their current rate of pay for hours worked.

During an approved FMLA leave, the employee’s group health insurance coverage will be maintained under the same terms and conditions during the leave as if the employee had not taken leave. However, the employee must continue to pay the employee’s portion, if any, of the group health plan premiums or the employee’s benefits may be cancelled.
At the end of approved FMLA leave, subject to some exceptions where job restoration of “key employees” will cause the employer substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Employees must be notified if they qualify as “key employees” if there is an intention to deny reinstatement and of their rights in such instances. “Key employees” are salaried employees that are within the highest paid ten percent of the workforce within 75 miles of the employee’s worksite. The “key employee” exception only effects the employee’s ability to be reinstated to his or her position, but does not affect the employee’s ability to take leave under the FMLA. No more than ten percent of the workforce may be designated as “key employees.”

**Medical Certification**

The employer has the right to request medical certification from the employee’s health care provider supporting the need for the leave. If there is a reason to doubt the employee’s medical certification, the employee may be required to obtain a second medical opinion at the employer’s cost. If the opinions of the first and second health care providers differ, the employer may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the employer and the employee.

Depending upon the circumstances and the duration of FMLA leave, employees may be required to provide recertification of medical conditions giving rise to the need for leave.

**Return to Work/Fitness for Duty Medical Certifications**

Employers may require employees who were on FMLA leave due to their own serious health condition to provide a return to work certification from their health care provider.

The FMLA makes it unlawful for employers to: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any preceding under or related to the FMLA. Employees who believe their rights under the FMLA have been violated may file a complaint with the Department of Labor or directly in federal or state court.

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. For more information, contact [www.dol.gov](http://www.dol.gov).

See Appendix A for a sample FMLA policy.

**Poster**

All covered employers are required to display and keep on display a poster prepared by the Department of Labor summarizing the major provisions of the FMLA and telling employees how to file a complaint. The poster must be displayed in a conspicuous place where employees and applicants for employment can see it. Although there is no particular size requirement, the poster and all the text must be large enough to be easily read.

[www.dol.gov/compliance/topics/posters.htm](http://www.dol.gov/compliance/topics/posters.htm)
3. **EQUAL EMPLOYMENT**

The Federal laws prohibiting job discrimination are:

- **Title VII of the Civil Rights Act of 1964** (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin;
- the **Equal Pay Act of 1963** (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
- the **Age Discrimination in Employment Act of 1967** (ADEA), which protects individuals who are 40 years of age or older;
- **Title I and Title V of the Americans with Disabilities Act of 1990** (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments;
- **Sections 501 and 505 of the Rehabilitation Act of 1973**, which prohibit discrimination against qualified individuals with disabilities who work in the federal government; and
- the **Civil Rights Act of 1991**, which, among other things, provides monetary damages in cases of intentional employment discrimination.

The U.S. Equal Employment Opportunity Commission (EEOC) enforces all of these laws. EEOC also provides oversight and coordination of all federal equal employment opportunity regulations, practices, and policies.

The previously mentioned federal laws prohibit job discrimination based on the following:

a. **Age**: The Age Discrimination in Employment Act (ADEA) prohibits discrimination against workers who are 40 years of age or older and applies to employers with 20 or more employees. Missouri law provides it is a misdemeanor to discriminate in hiring and employment against individuals between the ages of 40 and 70.

The ADEA's broad ban against age discrimination also specifically prohibits:

- Statements or specifications in job notices or advertisements of age preference and limitations. An age limit may only be specified in the rare circumstance where age has been proven to be 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. An example would be a mandatory retirement age for bus drivers or airplane 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;
- Discrimination on the basis of age by apprenticeship programs, including joint labor-management apprenticeship programs; and
• Denial of benefits to older employees. An employer may reduce benefits based on age only if the cost of providing the reduced benefits to older workers is the same as the cost of providing benefits to younger workers.

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

c. **Disability:** Employers are prohibited from engaging in discrimination against qualified individuals with a disability by the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990 (ADA). The ADA prohibits discrimination on the basis of disability in all employment practices. It is necessary to understand several important ADA definitions to know who is protected by the law and what constitutes illegal discrimination:

**Individual with a Disability**
An individual with a disability under the ADA is a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. Major life activities are activities that an average person can perform with little or no difficulty such as walking, breathing, seeing, hearing, speaking, learning, and working.

**Qualified Individual with a Disability**
A qualified employee or applicant with a disability is someone who satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

**Reasonable Accommodation**
Reasonable accommodation may include, but is not limited to, making existing facilities used by employees readily accessible to and usable by persons with disabilities; job restructuring; modification of work schedules; providing additional unpaid leave; reassignment to a vacant position; acquiring or modifying equipment or devices; adjusting or modifying examinations, training materials, or policies; and providing qualified readers or interpreters. Reasonable accommodation may be necessary to apply for a job, to perform job functions, or to enjoy the benefits and privileges of employment that are enjoyed by people without disabilities. An employer is not required to lower production standards to make an accommodation. An employer generally is not obligated to provide personal use items such as eyeglasses or hearing aids.

**Undue Hardship**
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. Undue hardship means an action that requires significant difficulty or expense when considered in relation to factors such as a business' size, financial resources, and the nature and structure of its operation.

**Prohibited Inquiries and Examinations**
Before making an offer of employment, applicants may be asked about their ability to perform job functions, but an employer may not ask job applicants about the existence, nature, or severity of a disability. A job offer may be conditioned on the results of a medical examination, but only if the examination is required for all entering employees in the same job category. Medical examinations of employees must be job-related and consistent with business necessity.

d. **Drug and Alcohol Use**
Employees and applicants currently engaging in the illegal use of drugs are not protected by
the ADA when an employer acts on the basis of such use. Tests for illegal use of drugs are
not considered medical examinations and, therefore, are not subject to the ADA's restrictions
on medical examinations. Employers may hold individuals who are illegally using drugs and
individuals with alcoholism to the same standards of performance as other employees.

**e. Equal Pay:** The Equal Pay Act (EPA) and Missouri law forbid employers to pay different
wages to men and women who are performing equal jobs. The EPA prohibits discrimination
on the basis of sex in the payment of wages or benefits, where men and women perform
work of similar skill, effort, and responsibility for the same employer under similar working
conditions.

Note that:

- Employers may not reduce wages of either sex to equalize pay between men and
  women.
- A violation of the EPA may occur where a different wage was/is paid to a person
  who worked in the same job before or after an employee of the opposite sex.
- A violation may also occur where a labor union causes the employer to violate the
  law.

**f. Pregnancy:** The Pregnancy Discrimination Act prohibits discrimination because of or on
the basis of pregnancy, childbirth, or related medical conditions. Women affected by
pregnancy, childbirth or related medical conditions shall be treated the same for all
employment-related purposes, including receipt of benefits, as other persons not so
affected but similar in their ability or inability to work.

**g. Race, Color, Religion, Sex or National Origin:** Title VII of the Civil Rights Act of 1964
prohibits discrimination (any adverse employment action) by employers of 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 upon 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, which generally means a loss of compensation, career prospects or a
humiliating change in work conditions.

**SPECIFICALLY,** under The Missouri Humans Right Act, Title VII of the Civil Rights Act of 1964, the
Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA), it is
illegal to discriminate in any aspect of employment, including:

- 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 also include:

• retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices;
• employment decisions based on 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 because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

The Civil Rights Act of 1866, 42 U.S.C. Section 1981 prohibits discrimination against employees based upon their race and applies to all employers regardless of whether or not that have 15 employees. Race is defined broadly to mean identifiable classes of persons based upon their ancestry or ethnic characteristics. The law prohibits employers from retaliating against their employees for asserting their rights to be free of discrimination.

**Title VII of the Civil Rights Act of 1964:** Title VII's broad prohibitions against sex discrimination specifically cover:

- Sexual Harassment - This includes practices ranging from direct requests for sexual favors to workplace conditions that create a hostile environment for persons of either gender, including same sex harassment. (The "hostile environment" standard also applies to harassment on the bases of race, color, national origin, religion, age, and disability.)
- Pregnancy Based Discrimination - Pregnancy, childbirth, and related medical conditions must be treated in the same way as other temporary illnesses or conditions.

**Sexual Orientation:** There is currently no Federal or Missouri law prohibiting discrimination against employees based on their sexual orientation.

**h. Sexual Harassment:** As discussed above, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. Title VII applies to employers with 15 or more employees, including state and local governments and the federal government.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.
Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have 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 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.

**Grievance Procedures**

Employers should clearly communicate to employees that harassment or discriminatory practices will not be tolerated in the workplace via a thorough training program, an established complaint and grievance process and taking immediate and appropriate action when an employee complains (action may include, but is not limited to, training, counseling, warning, suspension or immediate dismissal). It should also be clearly communicated to employees that it is unlawful for the employer to undertake retaliatory actions because the employee has filed a complaint alleging harassment or discriminatory practices in the workplace.

An employer should provide every employee with a copy of the policy and complaint procedure, and redistribute it periodically. The policy and complaint procedure should be written in a way that will be understood by all employees in the employer’s workforce. Other measures to ensure effective dissemination of the policy and complaint procedure include posting them in central locations and incorporating them into employee handbooks. The employer should provide training to all employees to ensure that they understand their rights and responsibilities.

An anti-harassment policy and complaint procedure should contain, at a minimum, the following elements:

- A clear explanation of prohibited conduct;
- Assurance that employees who make complaints of harassment or provide information related to such complaints will be protected against retaliation;
- A clearly described complaint process that provides accessible avenues of complaint;
- Assurance that the employer will protect the confidentiality of harassment complaints to the extent possible;
- A complaint process that provides a prompt, thorough, and impartial investigation; and
- Assurance immediate and appropriate corrective action will be taken if it has been determined that harassment has occurred.

See Appendices for sample complaint and grievance policy.
It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on sex or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or litigation under Title VII.

4. CHILD LABOR
Schools are prohibited from employing a minor under 12 years of age. Minors under 16 years of age who have not graduated from high school must have a work certificate (or work permit) from the child's school before they are eligible to work. In addition, there are also numerous hourly restrictions: Minors under 16 may not be employed between the hours of 9:00 p.m. and 6:00 a.m., more than 4 hours a day during the school year, more than 8 hours a day during vacations and not more than 40 hours a week. (The rules may be different for employers in agricultural industries.) Also, minors under 16 may not be employed in a "dangerous occupation" as defined by the Secretary of the Department of Labor. Refer to the following resources for more information regarding child labor laws:


5. DRUG-FREE WORKPLACE
The federal Americans with Disabilities Act (ADA) does contain some restrictions on individuals covered under the ADA. The ADA prohibits pre-employment medical examinations before a conditional offer of employment has been extended. However, a test to determine whether an applicant is illegally using drugs is specifically exempted from the definition of what constitutes a medical examination. In contrast, pre-employment alcohol testing is considered a medical examination, and thus can be conducted only after an employer has extended the applicant a conditional offer of employment. The ADA permits post-employment alcohol testing of employees only when such tests are job related and consistent with business necessity. In all cases, employers should provide advance notice of testing policies.

Further, if a charter school desires to implement a drug-free workplace program, it must have a written policy regarding its drug-free and drug testing policies, use a testing facility which meets certain criteria, provide an employee assistance program, provide a semi-annual education program on substance abuse, and conduct supervisor training.

If an employer establishes a “drug-free workplace program” in compliance with state law, the employer is eligible for a discount on its workers’ compensation insurance. The program must include all of the following:

- a written notice advising applicants and employees that they will be subject to testing;
- a written policy statement disseminated to employees explaining the types of testing that will be conducted, how results will be kept confidential, disciplinary action that will be taken for confirmed test results or for refusing to take a test, the employee assistance program, and how to contest the results;
- testing of all applicants after extending an offer of employment;
- testing of any employee who is reasonably believed to be using drugs or alcohol based on observable facts;
- testing of any employee who causes or has contributed to a workplace injury resulting in loss of work time;
• testing of any employee after he or she completes a rehabilitation program (but not required if the employee voluntarily entered the rehabilitation program). If follow up testing is conducted, the frequency of testing shall be at least once a year for a two year period following completion of the rehabilitation program and the employee shall not be given advance notice of the testing;

• proper collection and testing procedures (use of laboratories or onsite testing kits);

• maintenance of an employee assistance program or a resource file of independent assistance providers;

• semi-annual drug/alcohol abuse education programs for employees; and

• training of supervisors concerning how to handle drug/alcohol abuse.

See Appendix C for sample policy.

6. WORKERS’ COMPENSATION

Missouri law requires employers who employ five or more employees to provide worker’s compensation coverage for their employees. After an injury has occurred, the injured worker should notify the employer in writing of the injury; the written notice should include the date, time and place of injury, the nature of the injury and the name and address of the person injured. The employer must then report the injury to the insurance school or TPA within five days of the date of injury or within five days of the date on which the injury was reported to the employer by the employee, whichever is later. The insurer, TPA, or Division-approved service school for a self-insured employer or group trust is responsible for filing a first report of injury with the Division within 30 days after knowledge of the injury.

In addition to medical benefits, an employee may be entitled to temporary total disability benefits and permanent partial or permanent total disability benefits. Upon the death of a worker who has suffered a compensable work injury, certain surviving individuals may be entitled to weekly benefits from the employer/insurer. The employer/insurer is also responsible for paying funeral expenses up to $5,000. If an employee believes that he/she has not received all benefits due to them or has issues relating to the benefits that are owed, there are several different options available to resolve the issues. Both the employer and the employee may wish to consider other options to resolve the issues. Further information can be found at the Missouri Department of Labor and Industrial Relations website:

http://labor.mo.gov/DWC/Employers
7. PRIVACY

a. **Fair Credit Reporting Act**
   Employers have specific duties when using a consumer credit report or other background check resource for hiring or employment purposes. An applicant or employee must give written consent to the employer before the employer obtains a credit report. Additionally, the employer must provide the employee or applicant with a copy of the report and a summary of their rights before the employer can take any adverse action based on the credit report.

8. **GARNISHMENT**
   Garnishment is a court-ordered collection method available to creditors which requires employers to withhold income from the pay of employee debtors. An employer may not discharge an employee on the basis that the creditor is garnishing the employee's wages.

   Employers can challenge the garnishment but they must file an answer within 45 days of the date of the garnishment notice. If an employer fails to file the required answer, the creditor can seek a judgment against the employer for the full amount of the employee’s debt, if the employer has not garnished the employee’s wages. Garnishment of wages for unpaid creditors may not exceed the lesser of a) 25% of the employee’s disposable earnings (after taxes and certain other withholdings) during a workweek, or b) the amount by which the employee’s disposable earnings exceed 30 times the federal minimum wage (currently $7.25 per hour).

9. **JURY DUTY**
   Under Missouri law, an employer cannot terminate, discipline, threaten, or take adverse action against an employee on account of that employee's receipt of or response to a jury summons. Any employee discharged due to jury service may bring a civil action against his or her employer within ninety days of discharge for recovery of lost wages and other damages caused by the violation and for an order directing reinstatement of the employee. (Section 494.455.) See Appendix E.

10. **MILITARY SERVICE**
    Under federal law an employee who leaves a permanent position to perform state or federal military service must generally be restored to his or her previous position or a like position when the individual has received a valid certificate of completion by an officer of the applicable branch of the armed forces, is still qualified to perform the duties of the position and applies for reenrollment. See Appendix E.

11. **Handbooks**
    In addition to implementing sound human resources policies, schools should develop comprehensive employee handbooks, which should be read and signed by all staff annually. This serves two critical purposes: (1) to reduce the liability on the part of the school for employee conduct; (2) clearly outlines expectations and the consequences for employees who fail to comply with policies; and (3) to develop great employees by providing a training tool, practical resource, and an effective means by which an employer can express the desirable conditions and culture in the school.

    Any employee handbook should contain a disclaimer setting forth an express provision that the at-will relationship is not affected by the handbook and that the policies set forth in the handbook are subject to change at any time. Such a disclaimer is needed because courts have held that promises of disability, vacation, and severance pay in handbooks and other policy manuals are enforceable.
Therefore, when preparing a handbook or policy an employee should:

- include a prominent disclaimer explaining that a particular employment practice or procedure is only a guideline and the procedures listed therein may be deviated from at any time;
- include a prominent disclaimer that a particular employment practice or guideline does not constitute an employment contract;
- note that, for any list of grounds for discharge, the list is not all-inclusive;
- avoid using language such as “good cause” or “rights”; and
- provide all benefit information in a separate document.

An employee policy manual should include the following:

A. General Policies and Regulations
   a. Sexual Harassment and Anti-discrimination (See Appendix D)
   b. Alcohol, Drug, and Tobacco Use (See Appendix C)
   c. Equipment Usage (e.g., computers and telephones)
   d. Conflicts of Interest
   e. Mandated Reporting of Child Abuse (See Appendix L)
   f. Emergency Evacuation Plan
   g. Medical Emergency Procedures
   h. Professionalism (dress, conduct, ethics, etc.) (See Appendix P)

B. Employment Policies and Regulations
   a. Staff Orientation Guidelines
   b. Organizational Structure
   c. Probationary Period (usually the first 30 or 90 days, if applicable to an employee school)
   d. Performance Evaluation (See Appendix M)
   e. Sickness, Vacation, Personal, Professional, Emergency, and Legal Leave Policies and Procedures (See Appendices E, H, J and Z)
   f. Process for Reporting Grievances and Resolving Conflict (See Appendix Y)
   g. Termination Policies

II. Hiring Practices

An organization’s hiring practices describe the procedures an employee follow when selecting, orienting, and training a new employee. Employers should be able to outline various phases or steps the school will follow during the hiring process (e.g. procedures for recruiting and interviewing candidates, job descriptions and minimum qualifications for a candidate, interview and employment offer procedures). A sample employment application can be found in Appendix N.

It is advisable to either employ a human resources (HR) specialist or contract with a provider for this service. An HR specialist fills an administrative role, making sure all necessary hiring practices and procedures are followed, all applicable forms related to employees are filed with state and federal entities and employee files are maintained in a confidential manner.
A. Employment Status

Missouri recognizes the doctrine of “employment at will.” According to Missouri statutes, employment at will means that in the absence of a written contract of employment for a defined duration, an employer can terminate an employee for good cause, bad cause, or no cause at all, so long as it is not an illegal cause (i.e., based on discrimination). If the school elects not to contract with its employees, the school should have all employees sign an “at-will” confirmation stating that they understand that, in accordance with Missouri law, they are considered an at-will employee.

If the school elects to enter into a formalized contract with an employee, the contract should contain, at a minimum, the following provisions:

- Title of the position;
- Authority of the employer related to making changes to the position, salary, duties, etc.
- Beginning and end dates of the contract;
- Any provisionary period and requirements for permanent employment;
- Compensation and benefits;
- Termination clauses;
- Signatures of the employee and the employer

B. Interviewing

It is surprisingly easy to unintentionally break civil rights, anti-discrimination, and other laws during an interview. For all intents and purposes, during an interview one should avoid asking any questions related to:

- Race
- Color
- Sex
- Religion
- National origin
- Birthplace
- Age
- Disability
- Marital/family status (including pregnancy)

C. Offer Letters

An offer letter is a formal written means of extending an offer of employment and is a good employment practice. Offer letters should state the following:

- Official title of the position being offered;
- Salary;
- Benefits (health, retirement, etc.);
- Instructions for accepting or declining the offer

D. Documentation
Federal and state laws require employers to report newly hired and rehired employees. All employers in Missouri must report each newly hired employee to the Department of Revenue within 20 calendar days of hire. "Date of hire" is defined as the date the employee reports to work or the date the employee signs the federal W-4 form, whichever is earlier. If an employee are an employer in Missouri, an employee may choose the form an employee use to report new hires. An employee must send either a copy of the federal W-4 form or a different form containing the following information to the Department of Revenue.

- Employee’s name, address and Social Security number
- Employer’s name, address and federal employer identification number
- Either the employee’s date of hire or the date the employee signed the W-4 form (an employee option)

Additional information regarding new hire reporting can be found at the Missouri Department of Social Services New Hire Reporting website: [http://dss.mo.gov/cse/newhire.htm](http://dss.mo.gov/cse/newhire.htm)

Federal immigration laws require employers to complete an INS Form I-9 to verify each employee’s authorization to work in the U.S. The laws establish fines and criminal penalties for employers that knowingly hire unauthorized aliens. The laws also establish procedures for hiring on a temporary or permanent basis certain aliens, including skilled workers and professionals in occupations with shortages of qualified U.S. workers.

In addition, new employees should execute either an “at-will” confirmation OR a contract, as well as sign off on the employee handbook. See Appendix F.

### E. Orientation

New employee orientation and training is a crucial employment practice Orientation should include, at a minimum:

- Welcome
- Tour
- Introductions
- Discussion of handbook (sign)
- Discussion of school mission, organizational structure, schedules, and charter
- Introduction to the key components of the school's culture, values, and any other information about how an employee do business (and how an employee don’t)
- Discussion of when benefits will commence
- When appropriate, an introduction to a mentor and expectations for the mentor and mentee

### F. Termination and Exit Interview
It is generally a good practice to conduct an exit interview when the employer-employee relationship is terminated to discuss such issues as employee benefits and any conversion privileges, return of school property and payment of any debts where applicable.

III. Risk Management

There are risks associated with being an employer. Whether an employee are being taken to court on a liability claim or staring down an oncoming tornado during field day, risk management is the art of heading off disaster, as well as coping with it after it strikes. There are several key areas of risk with regard to employment practices which include, but are not limited to, the following: (1) workplace hazards; (2) wrongful termination; (3) discrimination.

There are ways in which the above mentioned risks can be mitigated, including but not limited to, the following: (1) maintain clear and up to date policies and procedures, conduct frequent training and monitor whether or not the policies are followed and are up to date; (2) maintain proper types and coverage amount of applicable insurance policies; (3) hire and train qualified personnel; (4) maintain a grievance/complaint process and address all complaints timely and properly; and (5) proper maintenance of employee files (including job descriptions; job application and resume; all federal and state required forms; receipt of signed acknowledgment of employee handbook; performance evaluations; any written warnings or disciplinary action; any agreements between employer and employee such as employment agreement, wage garnishment, non-compete agreement etc.).

IV. Training, Motivation, and Retention

A. Staff Development

Training and retaining a quality staff is of utmost importance for school leaders. Selecting the “right” candidates to fit within an employer school, as well as providing adequate professional development, support, and providing a competitive wage and safe and productive working environment will ensure high retention rates.

Schools should plan staff development that is aligned with the school’s mission and provides meaningful, timely, and appropriate training and capacity building opportunities. Staff development should be planned for every employee in the organization – including janitorial, clerical, instructional, and leadership personnel. Providing opportunities for staff input into their learning path based on reflection and job performance will ensure that employees buy into the staff development. Proper documentation of course credits (Professional Learning Units – PLUs) should be kept on file and utilized to support employees through re-certification. Staff development requires collaboration, reflection, and application, and thus, planning time for staff development is critical.

B. Mentor Programs

Mentor programs are extremely helpful and motivating for teachers new to the profession and for teachers new to the school. A mentor is an experienced staff member who offers feedback and guidance, as well as general information on acclimation to the school. The mentor’s guidance is valuable not only with teaching practices, but also for navigating the various facets of the school culture, internal politics, policies, and procedures. A mentor should also be available to provide feedback or ideas to help develop strategies for addressing and solving problems. Mentor programs should include accountability measures for both the mentor and the mentee to ensure that the full benefit of the program is
achieved.
APPENDIX A

FAMILY MEDICAL LEAVE ACT POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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.

SECTION 1. Eligible Employees

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

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

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

SECTION 2. Definitions

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

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

"Parent" means a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law."
“Qualifying exigency” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

"Spouse" means a husband or wife.

SECTION 3. Amount and Type of Leave Taken

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

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

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

SECTION 3.4. Intermittent or Reduced Leave
An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. The Board will require a certification, in the form described in Section 3.7 below, to document the medical necessity of such intermittent leave.

SECTION 3.5. Notification of Leave
If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to the (School Leader or other job title). If such advance notice is not possible, the employee must give said notice as soon as practicable, ordinarily within one to two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment so that any corresponding leave will not unduly disrupt the operations of the school or classroom instruction.

SECTION 3.6. Benefits and Return to Work
Employees taking FMLA leave will continue to accrue all benefits for which they are eligible that are provided by the school while on FMLA leave. The Board will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning the leave. The employee will be billed for the employee portion of the benefits and shall timely pay required premiums in order to maintain active benefits coverage.

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

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

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

SECTION 3.7. Required Certification and Reporting

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

This certification must include:

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

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

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

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

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

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.
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 regiment 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

---

1 Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.
2 Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.
3 A regiment of continuing treatment includes, for example, a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to restore or alleviate the health condition. A regiment of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.
single underlying condition); and
c) May cause episodic rather than continuing period of incapacity\(^4\) (e.g., asthma, diabetes, epilepsy).

5. **Permanent/Long-term Conditions Requiring Supervision**
   A period of incapacity\(^4\) 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 incapacity\(^4\) 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).

\(^4\) “Incapacity,” for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

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Eligible employees may take FMLA leave while the employee’s spouse, son, daughter, or parent (i.e., the covered military member”) is on active duty or call to 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.
Sample Family and Medical Leave Act (FMLA) Request Form
To be completed by employee and returned to the [School Leader]

Gordon Parks Elementary School
3715 Wyoming
Kansas City, Missouri 64111

Employee Name ____________________________________________
Job Title ________________________________________________
Dated of Notification ______________________________________

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

Type of Leave Requested:
☐ Continuous
☐ Intermittent: Please explain: ________________________________
☐ Reduced Hours: Please explain: _____________________________

Length of Request for Leave:
Date leave to start: _____________
Date of anticipated return to work: _______________

Other Pertinent Information:
__________________________________________________________

Signature of Employee ______________________ Date _____________

Signature of Chief Operations Officer ______________________ Date _____________
# Sample Family and Medical Leave Act (FMLA)

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

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

<table>
<thead>
<tr>
<th>Employee’s Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of serious health condition (see attached description of “serious health condition” under FMLA.) Does the patient’s condition quality under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Hospital Care</td>
</tr>
<tr>
<td>□ Absence Plus treatment</td>
</tr>
<tr>
<td>□ Pregnancy</td>
</tr>
<tr>
<td>□ Chronic Conditions Requiring Treatments</td>
</tr>
<tr>
<td>□ Permanent/Long-term Conditions Requiring Supervision</td>
</tr>
<tr>
<td>□ Multiple Treatments (Non-Chronic Conditions)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Condition Commenced:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probable Duration of Condition:</td>
</tr>
<tr>
<td>Probable Duration of Present Incapacity (if different):</td>
</tr>
</tbody>
</table>

Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee’s serious health condition, including pregnancy? □ Yes □ No

If so, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:

<table>
<thead>
<tr>
<th>Dates:</th>
<th>Duration Per Episode:</th>
<th>Hour(s) or Day(s):</th>
</tr>
</thead>
</table>

Will the employee require leave on an intermittent or reduced schedule basis for the employee’s serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups)? □ Yes □ No

If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):

<table>
<thead>
<tr>
<th>Frequency:</th>
<th>Times Per Week(s) Months(s)</th>
<th>Duration Per Episode:</th>
<th>Hours(s) Day(s)</th>
</tr>
</thead>
</table>

Is the employee able to perform the essential functions of employee’s position? □ Yes □ No

If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:
<table>
<thead>
<tr>
<th>Health Care Provider’s Name (please print):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Care Provider’s Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Specialty/Type of Practice:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
</tbody>
</table>
APPENDIX A  
Exhibit 5

Sample Family and Medical Leave Act (FMLA)  
Certification By Employee’s Health Care Provider for Employee’s Family Member Serious Illness  
To be completed by employee’s health care provider and returned to the [School Leader]

<table>
<thead>
<tr>
<th>Employee’s Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient’s Name</td>
<td></td>
</tr>
</tbody>
</table>
| Relationship to Employee | □ Spouse  
□ Parent  
□ Child (under age 18 or if older and incapable of self care due to mental or physical disability) |

Description of serious health condition (see attached description of “serious health condition” under FMLA.) Does the patient’s condition quality under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists.

- □ Hospital Care  
- □ Absence Plus treatment  
- □ Pregnancy  
- □ Chronic Conditions Requiring Treatments  
- □ Permanent/Long-term Conditions Requiring Supervision  
- □ Multiple Treatments (Non-Chronic Conditions)

Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):

<table>
<thead>
<tr>
<th>Date Condition Commenced:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Probable Duration of Condition:</td>
<td></td>
</tr>
<tr>
<td>Probable Duration of Present Incapacity (if different):</td>
<td></td>
</tr>
</tbody>
</table>

Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee’s serious health condition, including pregnancy? □ Yes □ No

If so, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:

<table>
<thead>
<tr>
<th>Dates:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration Per Episode:</td>
<td>Hour(s) or Day(s):</td>
</tr>
</tbody>
</table>

Will the employee require leave on an intermittent or reduced schedule basis for the employee’s serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g., flare ups)? □ Yes □ No

If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):

<table>
<thead>
<tr>
<th>Frequency:</th>
<th>Times Per Week(s) Months(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration Per Episode:</td>
<td>Hours(s) Day(s)</td>
</tr>
</tbody>
</table>

Is the employee able to perform the essential functions of employee’s position? □ Yes □ No  
If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:
<table>
<thead>
<tr>
<th>Health Care Provider’s Name (please print):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Care Provider’s Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Specialty/Type of Practice:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
</tbody>
</table>
## Sample Family and Medical Leave Act (FMLA)
### Certification By Employee of Qualifying Exigency for Military Family Leave
To be completed by employee’s health care provider and returned to the [School Leader]

<table>
<thead>
<tr>
<th>Employee’s Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Covered Military Member on Active Duty or Call to Active Duty Status:</td>
<td></td>
</tr>
<tr>
<td>Relationship to Employee:</td>
<td></td>
</tr>
<tr>
<td>Dates of Covered Military Member’s Active Duty Service:</td>
<td></td>
</tr>
</tbody>
</table>

**Please check one of the following:**

- □ A copy of the covered military member’s active duty orders is attached.
- □ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- □ I have previously provided my employer with sufficient documentation confirming the covered military member’s active duty or call to active duty status in support of a contingency operation.

**Description of Qualifying Exigency** (see attached description of a “qualifying exigency” under FMLA. Does the need for leave qualify under any of the categories described? If so, please check the applicable category.)

- □ Short Notice Deployment
- □ Childcare and School Activities
- □ Counseling
- □ Post-Deployment Activities
- □ Military Events and Related Activities
- □ Financial and Legal Arrangements
- □ Rest and Recuperation
- □ Additional Activities

**Please attach any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation is attached.**

<table>
<thead>
<tr>
<th>Yes</th>
<th>□  Not Available</th>
</tr>
</thead>
</table>

**Approximate date exigency commenced or will commence:**

**Probable duration of exigency:**

- □ Yes □ No

**If so, estimate the beginning and ending dates for the period of absence:**

- □ Yes □ No

**Estimate the frequency and duration of each period of absence due to the qualifying exigency (e.g., 3x per month lasting 4 hours):**

<table>
<thead>
<tr>
<th>Frequency; Week(s)</th>
<th>Days(s)</th>
<th>Months(s)</th>
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</thead>
<tbody>
<tr>
<td>□ Yes □ No</td>
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</table>

**Leave to Meet with a Third Party.** Please complete this section if leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member’s representative before a federal, state or local agency for purposes of obtaining, arranging...
or appealing military service benefits, or to attend any event sponsored by the military or military service organizations). This information may be used by an employee's employer to verify that the information contained on this form is accurate.

<table>
<thead>
<tr>
<th>Name of the Individual or Entity with whom an employee are meeting:</th>
<th>Title:</th>
</tr>
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<tbody>
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<table>
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<tr>
<th>Organization:</th>
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<tr>
<th>Address:</th>
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<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Fax:</th>
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<th>Email:</th>
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<table>
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<tr>
<th>Briefly describe the purpose of the meeting:</th>
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</table>

<table>
<thead>
<tr>
<th>I certify that the information I provided above is true and correct to the best of my knowledge:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Signature of Employee:</th>
<th>Date:</th>
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</tr>
</tbody>
</table>
## Sample Family and Medical Leave Act (FMLA) Certification By Service Member’s Health Care Provider for Caregiver Military Family Leave

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

<table>
<thead>
<tr>
<th>Name of Employee Requesting Leave to Care for Covered Service Member:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Covered Military Service Member (for whom employee is requesting leave to care):</td>
</tr>
<tr>
<td>Relationship to Employee: □ Spouse □ Parent</td>
</tr>
<tr>
<td>□ Son □ Daughter</td>
</tr>
<tr>
<td>□ Next of Kin</td>
</tr>
<tr>
<td>Is the Covered Service Member a Current Member of the Regular Armed Forces, the National Guard or Reserves? □ Yes □ No</td>
</tr>
<tr>
<td>If yes, please provide the Covered Service Member’s military branch, rank and unit to which he/she is currently assigned:</td>
</tr>
<tr>
<td>Is the Covered Service Member assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? □ Yes □ No</td>
</tr>
<tr>
<td>If yes, please provide the name of the medical treatment facility or unit:</td>
</tr>
<tr>
<td>Is the Covered Service member on the Temporary Disability Retired List (TDRL)? □ Yes □ No</td>
</tr>
<tr>
<td>Describe the care to be provided to the Covered Service Member and an estimate of the leave needed to provide the care:</td>
</tr>
</tbody>
</table>
Section 2. For completed by: (1) a United Stated Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either (2) a United States Department of Veterans' Affairs ("VA") health care provider, (3) a DOD TRICARE network authorized healthcare provider; or (4) a DOD non-network TRICARE authorized private healthcare provider. If an employee are unable to make certain of the military-related determinations contained below in Part B, an employee are permitted to rely upon determination from an authorized DOD representative (such as a DOD recovery care coordinator). [Please ensure that Section 1 above has been completed before completing this section.] Please be sure to sign the form on the last page.

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

Please check what type of provider an employee are:
- □ a DOD healthcare provider
- □ A VA healthcare provider
- □ a DOD TRICARE network authorized private healthcare provider
- □ a DOD non-network TRICARE authorized healthcare provider

Medical Status

Briefly state the medical facts regarding the Covered Service member’s health condition for which FMLA leave is requested:

Does the injury or illness render the Covered Service Member medically unfit to perform the duties of his or her office, grade, rank or rating? □ Yes □ No

Was the condition for which the Covered Service member is being treated incurred in the line of duty on active duty in the armed forces? □ Yes □ No

Approximate date condition commenced:

Probable duration of condition and/or need for care:

Is the Covered Service member undergoing medical treatment, recuperation, or therapy? □ Yes □ No

If yes, please describe medical treatment, recuperation, or therapy:

Covered Service Member's Need for Care By Family Member

Will the Covered Service Member need care for a single continuous period of time, including any time for treatment and recover? □ Yes □ No

If yes, estimate the beginning and ending dates for this period of time:
Beginning: 
Ending:

Will the Covered Service Member require periodic follow-up treatment appointments? □ Yes □ No

Is there a medical necessity for the Covered Service Member to have periodic care for these follow-up treatment appointments? □ Yes □ No
Is there a medical necessity for the Covered Service member to have periodic care other than for scheduled follow up treatment appointments (e.g., episodic flare-ups of medical condition)? This can include assisting in the Covered Service Member’s recover.

- Yes  - No

If yes, please estimate the frequency and duration of the periodic care (e.g., 2 times per month for 6 months lasting 3 days):

<table>
<thead>
<tr>
<th>Frequency:</th>
<th>Times Per</th>
<th>Week(s)</th>
<th>Months(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration Per Event:</td>
<td></td>
<td>Hours(s)</td>
<td>Day(s)</td>
</tr>
</tbody>
</table>

| Health Care Provider’s Name (please print): | |
| Health Care Provider’s Signature: | |
| Date: | |
Staff Absences (REVISED)

Consistent contact with students and staff is important to the learning environment and school operation and therefore is an essential duty of a professional staff member's position. For the purpose of this policy, a professional staff member is defined as a person whose position is exempt under the Fair Labor Standards Act. When a professional staff member is routinely tardy, frequently absent or is absent for an extended period of time, the learning environment and school operations deteriorate, and the students suffer. Professional staff employees may be terminated for excessive absences or tardiness.

Planned Absence

When an employee anticipates an absence, please complete a leave form and submit to the Academic Officer or Operations Officer for approval. Detailed plans should be left for the substitute including:

- Up-to-date class roster;
- Instruction on how to report attendance – all attendance must be taken in IC this year so be sure the sub knows who to contact if a problem arises;
- Clear and concise information regarding what the students are expected to do in the teacher's absence;
- A class schedule;
- Classroom discipline procedures.

For all planned absences: Approval must be obtained from the Academic Officer or Operations Officer at least one week in advance.

No planned leave will be approved the day before and/or after a holiday or the first and last two weeks of the school year (regular school year).

Each teacher is expected to maintain an emergency sub file with generic work suitable for the class. An employee team's co-teacher is expected to know where an employee sub file is stored.

Paid Days Off

Paid Days Off - Paid Days Off (PDO) are available to regular employees and long-term temporary employees to provide greater flexibility in the use of their time off. Part-time regular employees shall accrue PDO on the same basis as full-time employees. Full time employees are given 12 PDO per year. Part time employees will be given days based on their work schedule.

PDOs will be earned according to the number of days worked, as outlined below:
- Full-time regular and long-term temporary employees working the number of days stipulated in their individual contract year or uncontracted employment term shall accrue up to a maximum of ten PODs annually.
- Employees working their contracted year may accrue up to a maximum of 30 cumulative PDOs. Any days accrued beyond 12 may be sold back to the district at the end of each school year at a rate of $50 per day. Any days accrued beyond 30, including the coming school year, shall automatically be sold back to the School. Buy-backs will occur June 30 of each year.

Absences may be charge against PDO for the following reasons:
a. Illness, injury or incapacity of the employee. The Board reserves the right to require a physician’s certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee’s incapacitation.

b. Illness, injury or incapacity of a member of the immediate family. The Board defines "immediate family" to include:

c. The employee's spouse and the following relatives of the employee or the employee's spouse: parents, stepparents, children, stepchildren, children/stepchildren spouses, grandparents, grandchildren, siblings, step sibling and any other family member residing with the employee.

e. Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver. (Note: "Family" for FMLA purposes is more limited.)

f. Pregnancy, childbirth and adoption leave in accordance with this policy.

g. Tax investigation.

h. Court appearances, unless applicable law requires no leave be charged to the employee.

i. Wedding or graduation.

j. Observance of a religious holiday.

k. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday or before/after school hours, including parent-teacher conferences. This also includes medical or dental appointments.

l. Leave under the FMLA.

m. Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, school may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

Staff members cannot use pre-planned PDO the first and last 2 weeks of the regular school year, or the days preceding or following a Holiday Break.
Other types of Leave

Bereavement Leave (Amended April 2013) –

Employees shall be granted paid leave not to exceed five working days in the event of a death in the immediate family (excluding miscarriages). The district may require verification of the need for the leave. The Board defines "immediate family" to include:

- The employee's spouse.
- The following relatives of the employee or the employee's spouse: parents, stepparents, children, stepchildren, siblings, step siblings, employee’s grandparents, grandchildren or other family members who reside in the same household as the employee.
- Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

Employees shall be granted paid leave not to exceed two working days in the event of a death in the extended family (excluding miscarriages). Extended family shall include grandparents of the employee’s spouse, children’s spouses, sibling spouses.

Military Leave – The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 - September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.

Jury Duty Leave - The employee will be paid regular pay after submitting receipts showing proof of service, days served, parking, meals and mileage. Any amount earned in excess of the receipts must be assigned to the school district. Any employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summon.

Crime Victim Leave - Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation or PDO in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.

Pregnancy, Childbirth and Adoption Leave
This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA.
Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth. first-year care, adoption or foster care of a child and may use any combination of accrued PDO or vacation leave or unpaid leave.

Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.
APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of Equal Employment Opportunity.

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

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

SECTION 1. Equal Opportunity Employment

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

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

Qualified applicants or Gordon Parks Elementary School employees with disabilities should make formal requests in writing for accommodations.

Gordon Parks’ belief in respect for the individual is the foundation for creating equal employment opportunity. All employment actions are made without regard or consideration for an individual's race, color, creed, religion, sex, sexual orientation, age, national origin, citizenship status, veteran status, mental or physical disability, marital status, genetic information or an individual's membership in any other class or category protected by applicable federal, state or local law.

Disability Accommodation: Gordon Parks will not discriminate against any individual with a disability who is otherwise qualified for employment. Any qualified employee or applicant with a disability who requires a reasonable accommodation in order to perform the essential functions of the job should notify his or her supervisor or contact the Human Resources Division and request such an accommodation. The individual is encouraged to fully cooperate with Gordon Parks in seeking and evaluating alternatives and accommodations. Gordon Parks may require medical verification of both the disability and the need for accommodation. For further information please contact the Academic Officer or Operations Officer.

Religious Accommodation: Gordon Parks will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs unless doing so would cause an undue hardship on Company operations. If an employee desires a religious accommodation,
they are required to make the request in writing to an employee supervisor as far in advance as possible.
APPENDIX C

DRUG FREE WORKPLACE POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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

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

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

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

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

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

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

The School's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem.
Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

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

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

HARRASSMENT POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions related to unlawful harassment.

SECTION 1. Unlawful Harassment

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

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

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

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

SECTION 2. Reporting

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

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

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

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

SECTION 3. Protection Against Retaliation

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

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

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

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

SECTION 4. Liability for Harassment

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

SECTION 5. Additional Enforcement Information

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

Once the EEOC or the state agency receives a complaint of harassment, the agency conducts an investigation into the complaint. As part of that investigation, the agency allows the employer to respond to the allegations of the complaint in the form of a position statement. The following are some guidelines for attorneys and human resources personnel to follow when responding to an agency complaint and formulating a position statement:

1. Read the Complaint or Charge Carefully:
   - Check the date of the alleged harassment with the date the complaint/charge was filed.
   - Determine if the employer is covered by the statute.
   - Check for fatal flaws in the charge/complaint.

2. Think Through An Employee Response and What An Employee Need:
   - Decide which persons need to be interviewed.
   - Decide what documents would be helpful.
   - Decide what data would be helpful.

3. Obtain Information:
   - Interview managers or supervisors involved in the decision.
   - Interview employees whenever appropriate.

4. Evaluate the Charge or Complaint:
   - Does the school have a harassment policy in place that is distributed to all employees?
   - Can the school establish that the complainant did not take advantage of school procedures for reporting harassment?

5. Consider Settlement:
   - Both federal and state agencies welcome pre-investigation settlement.
   - Consider having a separate settlement agreement in addition to standard agency settlement agreement.

6. Prepare An Employee Position Statement:
   - Prepare a thorough explanation of what happened.

7. Know the Law:
   - Know what the standards are for establishing harassment.
   - Did the school have knowledge of the harassment?
   - What are the school's defenses?
   - What will the Agency look for?
   - Is there written documentation regarding the incident?
   - What relevant school policies are applicable?
   - Did the school have a harassment policy, and was it followed?

8. Consider Obtaining Extensions of Time:
   - Be aware that agencies frequently will grant additional time for an employer to respond to the charge/complaint.

9. The EEOC Investigation:
   - The EEOC may dismiss the charges once it receives the school's response.
   - The next step may be a request for additional information or for interviews.
   - The EEOC will dismiss the charge if there is no evidence of harassment.
   - If the EEOC makes a cause determination, it will invite the employer to engage in settlement discussions prior to any litigation.
APPENDIX D
EXHIBIT 2

Harassment Investigation Checklist

1. Decide upon the order in which investigation interviews will be conducted.
   - Complainant
   - Alleged harasser
   - Coworkers and other witnesses
   - Supervisors of the complainant and alleged harasser
   - Second interview with the alleged harasser to discuss any factual questions as a result of the investigation

2. Interview each witness separately in an office or room where the discussion will not be overheard by other witnesses, the alleged harasser, or any other unauthorized persons.

3. Two uninvolved managers should participate in the interview process. At least one of the investigating managers should be thoroughly familiar with harassment law and the School's harassment policies and procedures. One manager should be designated as the interviewer, and the other should act primarily as a witness and take notes of the discussion.

4. Before beginning the interview, explain the purpose of the interview by referring generally to recent complaints about the relationship between the complainant and the alleged harasser. Do not necessarily discuss the issue of unlawful harassment, so that an employee do not taint the witness' recollection of the events.
   - Emphasize that the School takes these charges very seriously and that the School is investigating these charges by interviewing all potential witnesses in compliance with School policy.
   - Explain that upon completion of the investigation, the School will attempt to determine what occurred, and will take appropriate action based on its determination.
   - Both the complainant and the alleged harasser should be advised that each will be apprised of the results of the investigation and any action taken.
   - Instruct each witness interviewed not to discuss the matters covered during the interview with any coemployee or the alleged harasser.
   - Explain to the witness that confidentiality is necessary to protect the integrity of the investigation and to ensure that the School receives trustworthy information in an atmosphere free from coercion.
   - Explain to the witness that School policy prohibits retaliation against anyone who complains of harassment or participates in an investigation, and that any acts of retaliation should be reported immediately

5. During the interviews:
   - Avoid leading questions.
   - Ask open ended, nonjudgmental questions. Use investigation interview forms where appropriate.
   - Explain to all witnesses that retaliation will not be tolerated.
   - Avoid the appearance of impropriety or favoritism in conducting interviews.
   - Observe and record all physical and verbal reactions of witnesses.
   - Do not record conclusions regarding credibility.
   - Avoid judgmental statements or furthering of myths or stereotypes.
• Explore the effect of alleged harassment on the complainant and any others affected
  (i.e., psychological, emotional, physical and financial).

6. Review the complainant's and the alleged harasser's personnel files.

7. Discuss investigation results and proposed action with the investigation team. This discussion should be limited to those with a need to know the results of the investigation, such as the complainant's supervisor, the alleged harasser's supervisor, and senior Human Resources department staff.

8. Consider credibility determinations. Factors include memory, perception, truthfulness, corroboration or lack of it, bias of witnesses, consistency, plausibility of accounts and prior misconduct.

9. Review all evidence collected.

10. Make a decision.

11. Consider appropriate remedial action: consider a verbal warning, written warning, denial of bonus or pay raise, suspension, demotion, termination or some combination. Also consider providing harassment training to the harasser and to all employees.

12. Consider the following factors in determining the appropriate remedial action:
   • credibility of the complainant, alleged harasser and other witnesses;
   • prior conduct, if any (e.g., the alleged harasser);
   • prior discipline of the alleged harasser;
   • level of harassment, including the type and frequency of conduct;
   • alleged harasser's knowledge of school rules of conduct;
   • prior disciplinary "precedent" for identical, similar or analogous misconduct; and
   • public and employee relations issues.

13. Review the harassment investigation and findings.
   • Was the school harassment policy adequate?
   • Were the employees aware of the terms of the harassment policy?
   • Was the harassment complaint procedure adequate?
   • Did the investigator uncover other issues which need to be addressed?

14. Implement changes to the harassment policies and procedures where appropriate.
APPENDIX E

JUDICIAL, MILITARY DUTY, AND RELIGIOUS LEAVE POLICY

SECTION 1. Purpose of Policy

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

SECTION 2. Types of Leave

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

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

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

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

SECTION 3. Notice

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

EMPLOYMENT STATUS: AT-WILL OR CONTRACTED EMPLOYMENT POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of (at-will or contracted) employees.

SECTION 1. Employment Status.

SECTION 1.1. Employees of Gordon Parks Elementary School are considered (at-will or contracted) employees.

SECTION 1.2. Employees shall execute a(n) (At-Will Employment Agreement or Contract) demonstrating understanding of the conditions and expectations of employment at Gordon Parks Elementary School.

SECTION 1.3. Gordon Parks Elementary School shall follow all requirements of the Fair Dismissal Act (or the terms of the agreed upon contract) should termination be necessary.

At-Will Employment

Unless an employee is covered by a written individual employment agreement, an employee employment with Gordon Parks is at-will. This means that neither an employee nor Gordon Parks has entered into a contract regarding the duration of an employee employment or the reasons necessary for the termination of the employment relationship. An employee is free to terminate an employee employment with Gordon Parks at any time, with or without reason. Likewise, Gordon Parks has the right to terminate an employee employment, or otherwise discipline, transfer or demote an employee, at any time, with or without reason, at the sole discretion of Gordon Parks.
APPENDIX F
Exhibit 1

EMPLOYMENT AT WILL AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into on ________________, 20__, by and between ____________________(insert school name) whose place of business is located at __________________________________________________________________ (insert school address) (hereinafter referred to as “Employer”) and _____________________ (insert employee’s full name) whose present residence is __________________________________________ (insert employee address) (“hereinafter referred to as “Employee”.)

Whereas, in consideration of the mutual covenants set forth below, Employer agrees to hire Employee as an at will employee and Employee agrees to work for Employer as set forth in this Agreement.

I. DESCRIPTION OF DUTIES

A. Name of Position
The Employee shall be employed in the capacity of ____________________________ (insert title of the position.) Nothing in this agreement shall hinder the employer from changing the title of the position upon notice to Employee.

B. Essential Job Functions and Duties
The essential job functions or duties of this position are as follows:

Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer to meet the mission of the school.

C. Duty of Loyalty and Best Efforts
Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer’s business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that he or she shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business competitive or contrary to Employer’s business. The Employee further acknowledges they will not engage in any form of activity that produces a “conflict of interest” with those of the Employer unless agreed to in advance and in writing.

D. Place and Hours of Employment
Employee agrees that their duties shall be primarily rendered on school premises or at such other places as the Employer shall in good faith require to conduct school operations including but not limited to extracurricular activity locations and fieldtrip locations. Full time service for the Employee is expected which requires a minimum of ________ hours per week, exclusive of vacation, or any other form of leave as described within this Agreement.

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2. **PERFORMANCE TERMS**

Based on representations made by the Employee, as well as expectations of the Employer, the following performance terms are entered into:

Gordon Parks certified and classified employees will be evaluated on a regular basis. Certified employees will be evaluated based on the NEE Evaluation instrument. Orientation will be held in September and each certified employee will be appraised of the process by the Academic Officer or Operations Officer.

Classified employees will have an orientation in September and each classified employee will be appraised of the process by the Academic Officer or Operations Officer.

All summative evaluations will be completed by the end of May.

The Employee understands that failure to reach said benchmarks or performance terms may result in reassignment, demotion or termination. Employee further understands that reaching these benchmarks or performance terms constitutes a reasonable and substantial condition of employment but does not in any way guarantee or promise continued employment.

3. **COMPENSATION TERMS**

A. **Base Compensation**

Employee shall receive an agreed upon salary payable in equal installments on the 15th and last working day of each month. Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future.

B. **Additional Compensation [if applicable]**

Additional compensation shall be provided in the amount determined by Administration under the following:

Supplemental Contract between Administration and Employee as approved by Board of Directors

C. **Exempt Status [if applicable]**

Employee understands that at all times they are employed as a salaried/exempt employee and, therefore, he/she is not entitled to overtime wages. Employee shall not receive overtime compensation for the services performed under this Agreement, unless specifically agreed to in writing.

OR

**Non-Exempt Status [if applicable]**

Employee understands that at all times they are employed as an hourly/non-exempt employee, and therefore, he/she is entitled to overtime wages. Employee shall not receive overtime compensation for services performed under this agreement, unless overtime work is authorized in advance by an immediate supervisor.

D. **Expense Reimbursement**
Employee shall be entitled to reimbursement of any or all expenses authorized and reasonably incurred expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Employee must follow the school's financial policies and procedures with respect to advance authorization of reimbursed expenditures, and then timely provide Employer with an itemized account of all expenditures, along with suitable receipts.

F. Retirement
Employee working 30 hours or more will be eligible to participate in the Kansas City Public School Retirement System (KCPSRS).

G. Salary Adjustments
Contracted salary adjustments are based on earned QBE revenue from the state of Missouri and thus salaries may be increased or decreased based on funds appropriated to the school.

4. BENEFITS

A. Insurance
Employer will supply [health, dental, vision, disability, life other] insurance benefits after [30] days of employment. Please refer to the summary plan descriptions for each benefit.

B. Professional Licenses
Employee is obligated to maintain any of those professional licenses necessary for the carrying out the functions and duties set forth in this Agreement. Said licenses include, but are not limited to Missouri Teacher Certification (renewable or non-renewable.) Furthermore, Employee is required to meet all requirements related to Highly Qualified Status for educators in the State of Missouri.

C. Personal and Professional Leave
Employer’s personal and professional leave are provided for as follows:

See Appendix A, Exhibit 8

5. TERMINATION

A. “At Will” Employment
Employee’s employment with Employer is “at will.” “At will” is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

6. COVENANTS

A. Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information
Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, students, staff, board, or any other proprietary information, that relate to the business of Employer. Employee understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

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To the extent Employee feels that they need to disclose confidential information, they may do so only after being authorized to do so in writing by Employer.

B. Adherence to Employer's Policies, Procedures, Rules and Regulations
Employee agrees to adhere by all of the policies, procedures, rules and regulations set forth by the Employer. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Employee Handbook, any summary benefit plan descriptions, or any other personnel practices or policies of the Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

C. Covenant to Notify Management of Unlawful Acts or Practices
Employee agrees to abide by the legal and ethics policies of Employer as well as Employer’s other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as the Code of Ethics for Educators as prescribed by The Missouri Professional Standards Commission. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

7. PROPERTY
A. Records and Work Products
Employee agrees that all those records and work products created, utilized, or maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer’s place of business.

B. Return Upon Termination
Employee agrees that upon termination they will return to Employer all of Employer’s property, including, but not limited to, intellectual property, student, staff, or governing board lists, operation manuals, employee handbook, records and accounts, materials subject to copyright, trademark, or patent protection, student and Employer information, credit cards, business documents, student records, reports, keys, passes, and security devices.

C. Copyrights, Inventions and Patents
Employee understands that any copyrights, inventions or patents created or obtained, in part or whole, by Employee during the course of this Agreement are to be considered “works for hire” and are the property of Employer. Employee assigns to Employer all rights and interest in any copyright, invention, patents or other property related to the business of the Employer. If Employee is working on patentable material it is recommended that the school enter into a separate patent assignment agreement.

8. INDEMNIFICATION FOR THIRD PARTY CLAIMS
Employee hereby agrees to indemnify, defend, save, and hold harmless Employer, its shareholders, officers, directions, and other agents (other than Employee) from and against all claims, liabilities, causes of action, damages, judgments, attorneys’ fees, court costs, and expenses which arise out of or are related to the Employee’s performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this
Agreement. Employee understands that this obligation of indemnification survives the expiration or termination of this Agreement.

9. **MEDIATION AND BINDING ARBITRATION**

Employer and Employee agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers’ compensation, unemployment or disability benefits, pursuit to the rules of the American Arbitration Association.

10. **LIMITATION OF DAMAGES**

Employee agrees and stipulates that any remedies they may have for the breach of any employment related obligation, whether under law or by way of contract, shall be limited to the equivalent of six (6) months salary of Employee where allowed by law. This limitation is inclusive of any claims for special damages, general damage, compensatory damage, loss of income, emotional damage, or punitive damages.

11. **ATTORNEYS’ FEES AND COSTS**

Employee and Employer agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this agreement, the prevailing party will be entitled to all of its expenses related to such litigation including, but not limited to, reasonable attorneys’ fees and costs, both before and after judgment.

12. **MISCELLANEOUS PROVISIONS**

A. **Accuracy of Representations**

   Employee understands that any projections regarding the financial status or potential for growth of this Employer are matters of opinion only and do not constitute a legally binding representation. Employee agrees that they have had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

B. **Notices**

   Employee agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the school leader place of business of the Employer or residence of the Employee as set forth herein.

C. **Entire Agreement**

   This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

D. **Modifications**

   Employee and Employer agree that this writing, along with those Agreements referred to within it, including, but not limited to, the Employee Handbook and [Non-Disclosure Agreement or any other applicable agreement], constitutes the entirety of the Employment Agreement between the parties. Any modifications to this Agreement may only be done in writing and must be signed by [an officer] of Employer.
E.  **Severability of Agreement**  
To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

F.  **Waiver of Breach**  
The waiver by Employer of a breach of any provision of this Agreement by Employee shall not operate as a waiver of any subsequent breach by the Employee. No waiver shall be valid unless placed in writing and signed by [an officer] of Employer.

G.  **Ambiguities Related to Drafting**  
Employer and Employee agree that any ambiguity created by this document will not be construed against the drafter of same.

H.  **Choice of Law, Jurisdiction and Venue**  
Employee agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri and that should any claims be brought against Employer related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the county of [____, Missouri]. Employee also consents to jurisdiction of any claims by Employer related to the terms or conditions of employment by a court of competent jurisdiction within the county of [____, Missouri].

I.  **Submission to Drug Testing**  
Employee agrees and understands that it is the policy of Employer to maintain a drug-free work place. Employee consents to a pre-hire drug test. Employee understands that Employer has the right, upon reasonable suspicion, to demand that Employee immediately undergo testing for the presence of illegal or inappropriate drug usage.

J.  **Statute of Limitations**  
Employee has a one year statute of limitation for the filing of any requests for mediation, or arbitration, or for any lawsuit related to this Agreement or the terms and conditions of their employment. If said claim is filed more than one year subsequent to Employee’s last day of employment it is precluded by this provision, regardless of whether the claim had accrued at that time or not.

Employee’s Signature  
[Signature]  
Date  
[Date]

Employee’s Name Printed  
______________

School Representative  
______________  
Date  
[Date]
APPENDIX G
PROFESSIONAL PERSONNEL HIRING AND RECRUITMENT POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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

SECTION 1. Authority to Hire

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

SECTION 2. Recruitment.

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

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

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

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

SECTION 3. Qualifications

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

1. (When applicable) Demonstrated global awareness as evidenced by international travel or study abroad, or ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences;
2. Advanced degrees;
3. High academic achievement;
4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds the Gordon Parks Elementary School serves;
8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;
10. Demonstrated effective management and instructional practices;
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. The Board's ultimate goal is to attract and retain highly competent individuals who share the school’s mission and who will provide the best educational opportunities possible for our students.
APPENDIX H

PERSONNEL EVALUATIONS POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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

SECTION 1. Staff Observations and Evaluations

SECTION 1.1. The Chief Operations Officer shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.2. Each certified staff member shall be formally observed and evaluated by the Chief Academic Officer on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.3. Each classified staff member shall be formally evaluated by the Chief Academic Officer on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.4. The Chief Academic Officer 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.

SECTION 1.4.2. Employees may elect to follow the school’s grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.
APPENDIX I

EMPLOYEE DRESS CODE POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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

SECTION 1. Purpose of Employee Dress Code

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

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

SECTION 1.2. All staff shall dress in a manner and style in accordance with administrative regulations set forth by the Chief Operations Officer.

SECTION 2. Dress Code

SECTION 2.1. An employee who is inappropriately dressed, in the opinion of the Chief Operations Officer, 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

Employees should wear clothing that is professional and practical for work, but not distracting or offensive to others. Any clothing that has words, terms or pictures that may be offensive to other employees is unacceptable. Clothing that has the Gordon Park logo is encouraged. Revealing clothing is not appropriate for a place of business.

Monday through Thursday dress is business casual or jeans with a Gordon Parks shirt. Jeans must be clean and free of holes where skin is shown during student attendance day. Sweatpants, yoga pants, workout leggings etc are not appropriate for school.
On Fridays jeans with an appropriate top of an employee choice is permitted.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If an employee experience uncertainty about acceptable casual attire for work, please ask an employee supervisor or the Academic Officer or Operations Officer.

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

- Shorts (except for physical education)
- Jeans, including overalls, of any color (acceptable only for special projects or activities or related to specific job assignments)
- Hats/headwraps
- Immodest dress such as dress which is too short (more than three inches above the knees) or tight or otherwise revealing
- Oversized tee shirts and undershirts
- Leggings/spandex
- Tank tops
- See-through clothing
- Sundress without a jacket
- Clothing that exposes the midriff
- Extremely low cut dresses and blouses
- Exercise/jogging suit
- Other attire as deemed inappropriate by the school leader

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

SECTION 2.5. In addition, some job functions necessitate attire that may otherwise be considered “inappropriate” (i.e., Physical Education teachers may wear exercise attire). Discretion of these instances is by the Chief Operations Officer and Chief Academic Officer.
APPENDIX J

STAFF COMPLAINTS AND GRIEVANCES POLICY

(A model grievance procedure can be found at the following link: http://dese.mo.gov/sites/default/files/Model_Grievance_Procedure_and_Forms.pdf)

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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

SECTION 1. Intent of the Policy

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

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

SECTION 2. Definitions

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

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

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

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

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

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

SECTION 2.7. Board - The Governing Board of Gordon Parks Elementary.

SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.
SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of Gordon Parks Elementary who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of which the school is required to comply.

SECTION 3.2 The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by the charter school’s office via certified mail at the following address 3715 Wyoming Kansas City, Missouri 64111.

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

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

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

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

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

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

SECTION 4.8. The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the Chief Operations Officer either by (1) being
SECTION 4.9. If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the (insert title) within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The (insert title) will notify the school leader or designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to (insert title).

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

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

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

SECTION 5. Prohibited Reprisal Provision

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

SECTION 6. Collection of Information

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

PERSONAL LEAVE POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the leave policy for all personnel.

SECTION 1. Sick Leave

See Appendix A

If an employee expect to be absent or delayed, an employee must notify the Academic Officer or Operations Officer by telephone and advise her of an employee tardiness or absence. An employee are expected to call and either speak with that person or leave a voicemail message no later than one hour prior to an employee expected reporting time. The Academic Officer or Operations Officer may designate someone to receive such calls in her absence. Failure to inform this person of an employee absence or delay will result in the absence being considered unexcused and may subject an employee to disciplinary action, up to and including termination.

Communicating an employee absence or tardiness to a co-worker other than the Academic Officer or Operations Officer, or their designee will not be considered adequate notice.

Employees are expected to call the Academic Officer or Operations Officer each day that they are absent unless the employee is on an approved leave of absence.

Absences will not be approved for the first two weeks or the school and the last two weeks of the school year, or the day before or after a scheduled holiday. Any absences occurring during these times will result in pay being docked at an employee daily rate of pay.

If an employee know an employee are going to be gone ahead of time, use the PDO Form provided in Google Docs. Do not assume this absence is immediately approved. Approval by the Academic Officer or Operations Officer must be obtained before the absence is considered excused.

If an employee absence is due to illness, please complete the PDO form as soon as possible in order to ensure accuracy in reporting.

In both instances, an employee will receive an email from the Academic Officer or Operations Officer of the approval of an employee request.

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

It is the policy of Gordon Parks to establish the time and duration of working hours as required by workload, school needs, the efficient management of human resources and all applicable laws.

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1. Gordon Parks normal workweek is Monday through Friday, beginning at 8:30am on Monday and ending at 4:30pm on Friday and consisting of a forty-hour workweek.

2. All staff members are expected to arrive no later than 8:30 AM daily, unless due to the scope of your job responsibilities, you have been given different work hours. Classroom teachers should be at the gym ready to greet students by 8:45 AM. If you have copies or other tasks to complete you should arrive early enough to complete that and be in the gym at 8:45 AM. All staff members are expected to remain at work until 4:30 PM daily, unless due to the scope of your job responsibilities you have been given different hours. All teachers are expected to escort their students to the buses at the end of the day. If you have an emergency or situation requiring a change to these times, prior approval from the Academic Officer or Operations Officer is needed.

Personnel employed in executive, administrative, professional, outside sales or certain computer-related capacities generally are exempt from the provisions of the Fair Labor Standards Act. These employees are not required to fill out hourly time records, but must account for daily attendance. Gordon Parks policy regarding salary payments to exempt employees is set forth below.

Academic Officer or Operations Officer will assign overtime (if any) to employees as needed. Employees are not permitted to work overtime without the prior approval of their supervisor or department head. If Gordon Parks finds that an employee has worked overtime hours that were not approved in advance, appropriate disciplinary action will be taken.

SECTION 1.1. Should an employee not complete a contract, all sick leave days used but unearned will be deducted from the last salary payment. An employee who is absent due to sick leave after tendering resignation will have a resignation effective date as of the last day actively at work unless a physician's statement of disability is provided.

SECTION 1.2. Certified employees who are absent from work may remain on the requisition as long as the teacher is in-state pay status. However, that person will receive full pay for the remainder of unused sick leave. An employee will not be on payroll thereafter unless actually present.

SECTION 1.3. Upon the approval of the Chief Academic Officer and/or Chief Operation Officer, an employee may utilize sick leave for the following reasons:

- absence due to illness or injury;
- absence due to exposure to contagious disease necessitated to protect the health of others who might be endangered by his attendance on duty;
- absence due to an illness or death in the employee's immediate family. Immediate family includes spouse, children, mother, father, brothers, sisters, grandparents, in-law equivalent of the above and any relative residing in the employee's home.
SECTION 1.4. Employees absent for other than approved reasons, or absent after sick leave has been exhausted, shall be deducted at their daily rate of pay for each day’s absence not covered by leave or unapproved.

SECTION 1.5. When an employee terminates employment with Gordon Parks Elementary and immediately retires, he/she will be compensated for unused sick leave hours up to the maximum of 30 hours.

SECTION 1.5.1. Retirement requires at least 30 days notification and budget adjustments for accumulated and unused sick leave must be approved by the Governing Board.

SECTION 1.5.2. This payment will be made one month after the employee received his/her final check or in the next payroll cycle following board resolution for budget adjustment, whichever comes sooner.

SECTION 2. Personal Leave

**Paid Days Off** - Paid Days Off (PDO) are available to regular employees and long-term temporary employees to provide greater flexibility in the use of their time off. Part-time regular employees shall accrue PDO on the same basis as full-time employees. Full time employees are given 12 PDO per year. Part time employees will be given days based on their work schedule.

PDOs will be earned according to the number of days worked, as outlined below:

- Full-time regular and long-term temporary employees working the number of days stipulated in their individual contract year or uncontracted employment term shall accrue up to a maximum of ten PODs annually.
- Employees working their contracted year may accrue up to a maximum of 30 cumulative PDOs. Any days accrued beyond 12 may be sold back to the district at the end of each school year at a rate of $50 per day. Any days accrued beyond 30, including the coming school year, shall automatically be sold back to the School. Buy-backs will occur June 30 of each year.

Absences may be charge against PDO for the following reasons:

a. Illness, injury or incapacity of the employee. The Board reserves the right to require a physician’s certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee’s incapacitation.

b. Illness, injury or incapacity of a member of the immediate family. The Board defines "immediate family" to include:

c. The employee's spouse and the following relatives of the employee or the employee's spouse: parents, stepparents, children, stepchildren, children/stepchildren spouses, grandparents, grandchildren, siblings, step sibling and any other family member residing with the employee.

d. Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver. (Note: "Family" for FMLA purposes is more limited.)
f. Pregnancy, childbirth and adoption leave in accordance with this policy.

g. Tax investigation.

h. Court appearances, unless applicable law requires no leave be charged to the employee.

i. Wedding or graduation.

j. Observance of a religious holiday.

k. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday or before/after school hours, including parent-teachers conferences. This also includes medical or dental appointments.

l. Leave under the FMLA.

m. Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, schools may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

Staff members cannot use pre-planned PDO the first and last 2 weeks of the regular school year, or the days preceding or following a Holiday Break. (Refer to section 6.3)

Other types of Leave

Bereavement Leave (Amended April 2013) –

Employees shall be granted paid leave not to exceed five working days in the event of a death in the immediate family (excluding miscarriages). The district may require verification of the need for the leave. The Board defines “immediate family” to include:

- The employee's spouse.

- The following relatives of the employee or the employee's spouse: parents, stepparents, children, stepchildren, siblings, step siblings, employee’s grandparents, grandchildren or other family members who reside in the same household as the employee.

- Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

Employees shall be granted paid leave not to exceed two working days in the event of a death in the extended family (excluding miscarriages). Extended family shall include grandparents of the employee’s spouse, children’s spouses, sibling spouses.

Military Leave – The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 - September 30) without impairment of efficiency rating or loss
of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.

**Jury Duty Leave** - The employee will be paid regular pay after submitting receipts showing proof of service, days served, parking, meals and mileage. Any amount earned in excess of the receipts must be assigned to the school district. Any employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summon.

**Crime Victim Leave** - Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation or PDO in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.

**Pregnancy, Childbirth and Adoption Leave**
This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued PDO or vacation leave or unpaid leave.

Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

SECTION 2.1. Vacation leave that is unused may not be carried over to the next (fiscal/school) year.

SECTION 2.2. Holidays for Gordon Parks Elementary School employees:
Gordon Parks observes various paid holidays each calendar year. A listing of the paid holidays for a given year will be distributed to employees prior to the start of the new calendar year. Typically, Gordon Parks observes the following holidays each year:

New Year’s Day
Dr. Martin Luther King Jr. Day
President’s Day
Memorial Day
Labor Day
Thanksgiving Day
Good Friday
Winter Recess
Spring Break

SECTION 2.3. The Board will grant extended leaves of absence. All extended leaves of absence will be without pay, and extended leave will be for not more than (12) months unless approved by the Chief Operations Officer. In order to qualify for extended leave, an employee must have completed at least (three) full years of service with Gordon Parks Elementary.

Extended leaves of absence may be granted for the following reasons:
Continuing Education
Health Issues
Child-Care Reasons
To run for political office

SECTION 2.3.1. If an employee is elected to office, extended leave may be granted that will be sufficient to allow the person to serve one full term if such service would interfere with the employee's responsibility to the Board.

SECTION 2.3.2. 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 2.3.3. 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 Gordon Parks Elementary effective as of the beginning date of the approved leave.
APPENDIX L

MANDATORY REPORTING OF CHILD ABUSE POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

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

School 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 their supervisor. In addition, school officials (including the principal and teachers) must report such belief to the state as required by 210.115 of the statutes of Missouri.
APPENDIX M

COMMUNICABLE DISEASES POLICY

SECTION 1. Purpose of Policy

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

SECTION 2. Definitions.

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

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

SECTION 3. Protections

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

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

SECTION 4. Prevention of Transmission

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

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

SECTION 5. Identification of Potential Risks

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

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

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

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

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

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

SECTION 6. Privacy Rights

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

Employee Resignations and Requests for Release From Contract (3-31-08).

It is hoped the relationship between the employee and Gordon Parks Elementary School is a long and satisfying one. However, Gordon Parks recognizes that as plans change and other opportunities arise, employees may choose to leave the school. In order to provide quality education on a continuous basis, it is necessary for the school to obtain prior knowledge of an employee’s intent to resign. An employee is expected to provide the school with at least two weeks notice of his/her intent to resign. In most cases, resignations become effective at the end of the school year in which they are submitted. All professional staff should notify the school as soon as they decide that they will not work for the school the next year.

Resignation After Signing Contract
An employee who intends to resign before completing the school year shall submit a written letter of request for release from contract, identifying the employee’s final day of employment, to his/her supervisor. The Governing Board will act on the request for release from contract and decide whether to release the employee from the remainder of the contract. The school considers serious illness, transfer of spouse, or military service as legitimate reasons for resignation of professional staff. The Governing Board will consider each request for release from contract on an individual basis. A teacher will not be released from a contract unless a suitable replacement is found. The school reserves the right to pursue all available legal remedies against an employee who breaks a contract, including, but not limited to, filing charges with the state Board of Education to have a teacher’s certification revoked, and seeking a monetary judgment against an employee who fails to pay liquidated (estimated) damages as set forth below.

Payment of Liquidated Damages in Accord and Satisfaction of Contract Obligation
The school may require a payment of liquidated (estimated) damages as a condition of release from contract, and may require the teacher to sign an accord and satisfaction of contract as a further condition of release. The following guidelines shall apply to such releases: - A teacher under contract wishing to resign after June 1, but before July 1, of any contract year, shall pay $1,000 in liquidated damages. - Any such employee submitting a resignation request on or after July 1 of any contract year, but before August 1 of such contract year, shall pay $3,000 in liquidated damages. - On all resignations submitted on or after August 1 for the current contract year, the employee shall pay $5,000 in liquidated damages. The amounts of liquidated damages set forth in this policy are estimates of the additional costs and expenses that the School is likely to incur when a teacher breaches his/her contract by resigning during the school year. If the resigning employee does not make other arrangements with the School to pay these liquidated damages, the School may withhold the liquidated damages from the resigning employee’s final paycheck. The School may waive the liquidated damages requirement in cases of illness or disability that render an employee unable to perform a contract, or if other extenuating circumstances have made performance of the contract impossible.

Involuntary Termination (Revised March 2005)
While Board approval is needed for termination of employment, each supervisor does have the authority to immediately suspend an employee who reports to him or her for actions detrimental to the School or its students. Any such situation will be reviewed by the Executive Director and Board at the earliest reasonable opportunity. Job performance is not usually a
reason for immediate termination. However, it is possible if targeted goals are not being met and there is reason to believe they will not be met soon enough for the safety and learning environment of children. If the principal believes that a teacher has the potential of meeting job performance expectations within a reasonable period of time, teacher needing improvement will be placed on a performance target. In those cases a timeline will be outlined that allows approximately 90 days to show improvement. A final decision will be made concerning returning at the summary conference in April. The school places high value on continuity of service among its faculty and every effort will be made to provide opportunities for job performance improvement for those faculty members who may be having difficulty, but the school is under no obligation to renew the contract of any teacher.

**Separation Procedures**
The terminating employee may be paid all earnings due him/her through the last day of active employment. Normally, the final paycheck will be distributed on the next regular payday.

**Exit Interviews (Revised March 2005)**

A. Each departing employee shall participate in an exit interview with his or her supervisor and a member of the Personnel Committee or other person designated by the Board of Directors. At this time, the exiting employee will be required to return all School property including school keys, files, and this manual. Once a person has checked out, he/she is not allowed back in the classroom. If materials are missing his/her check may be held until articles are found or returned per contract agreement.

B. The Principal or designee will inventory the room of the employee prior to the formal check-out process. The inventory will be based on the previous yearly inventory. Any discarded books or items will be pre-approved by the Principal. The school reserves the right to hold final checks if inventories are not accurate.
Appendix O
Confidential Information

Gordon Parks’ students and parents entrust Gordon Parks Elementary School with important information which should be maintained in confidence. In safeguarding the information created and/or received, the School earns the respect and further trust of its students and parents.

Employees of Gordon Parks Elementary School have access to personal and confidential information. All confidential student or family information must be kept strictly confidential. Employment with Gordon Parks creates an obligation to maintain confidentiality, even after leaving employment.
Appendix P
Access To Personal Files

GORDON PARKS ELEMENTARY SCHOOL maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases and other employment information.

Personnel files are the property of GORDON PARKS ELEMENTARY SCHOOL and access to the information they contain is restricted. Generally, only the Principal, the Executive Director and members of the Board of Directors of GORDON PARKS ELEMENTARY SCHOOL who have a legitimate reason to review information in a file will be allowed to do so.

Employees who wish to review their own file should contact their supervisor. With reasonable advance notice, employees may review their own personnel file in GORDON PARKS ELEMENTARY SCHOOL's office and in the presence of their Supervisor.

Employment Verification/References
All requests for information relating to current or former GORDON PARKS ELEMENTARY SCHOOL employees should be directed to the appropriate supervisor. Responses to such requests will consist of employment verification. The supervisor will provide a consistent approach to dealing with such issues when processing inquiries relating to reference checks. It is the policy of GORDON PARKS ELEMENTARY SCHOOL to verify former employees' names, dates of service and job titles.
Appendix Q
Performance Based Evaluations
Detailed

A. Principal The Executive Director will solicit input from faculty and staff members prior to April 1. Parents and others may be asked to assist in order to evaluate the performance of the Principal. The Principal's performance based evaluation will be reviewed annually with the Principal and Governing Board of Directors.

B. Teachers - Gordon Parks certified and classified employees will be evaluated on a regular basis. Certified employees will be evaluated based on the Performance Based Teacher Evaluation instrument. Orientation will be held in August/September and each certified employee will be appraised of the process by the principal.

C. Support Staff – Classified employees will have an orientation in August/September and each classified employee will be appraised of the process by the principal.

If an employee's performance fails to meet the expectations of his or her supervisor, a plan for performance improvement, including a timeline, may be agreed upon, recorded, and signed by the supervisor and the employee.

Evaluation of Educators
Gordon Parks Elementary School shall evaluate all educators in accordance with applicable district policy, state laws and regulatory guidelines. The district educator evaluation process shall be aligned with the seven essential components of the Elementary and Secondary Education Act (ESEA) waiver requirements. The Network for Educator Effectiveness (NEE) system exceeds the seven essential components requirement set forth in the ESEA waiver.

Observation of Teaching/Classroom Instruction
The observation component is intended to gauge the effectiveness of each educator's instructional and pedagogical strategies; curriculum implementation; ability to teach critical thinking, maintain a positive classroom learning environment and demonstrate effective communication; and use of assessment data to improve student learning. All educators shall be observed by their principals, or when necessary, the principal's designated assistant principal and/or other observers. The purpose of an individual observation is to provide an opportunity for the evaluator to observe the educator as he or she engages in classroom instruction and then to evaluate the instructional practices demonstrated by the educator against the observation scoring guides. During the observation event the observer will typically be focused on a few specific indicator scoring guides. The observer may gather data on other indicators while in the classroom setting.

Unit of Instruction Analysis
The unit of instruction analysis component is intended to determine the level of instructional planning and organization each educator has in his or her area of responsibility. The rating inputs for educator unit of instruction analysis include items submitted to the evaluator or designee based on a list of artifacts provided during the evaluator training. Inputs for the teacher unit of instruction analysis component for the evaluation shall be educator-selected. However, the educator may only select a unit of instruction for analysis that is aligned to his...
or her primary responsibility, and the educator must justify his or her selection by showing how the input accurately measures his or her instructional planning and organization of curriculum-related materials for use in the classroom. The educator must select the input (the specific unit of instruction) no later than the end of the first semester of each school year.

**Analysis of Professional Development Plan (PDP)**
The professional development analysis component is intended to determine the level of planning and organization of the educator's professional development plan (PDP), the level of implementation of the PDP, and the level of impact the growth plan had on the educator's students' learning. The blank template and sample exemplar PDP will be provided during evaluator training and are available at http://nee.missouri.edu in the resources section.

**Student Growth and Achievement Data**
The student performance data source will not be immediately used. When the process has been more extensively vetted and the data provided is uniform and consistent, it will be offered to the district for upload into the NEE database.

**Stakeholder (Student) Perceptions**
The stakeholder perception component is intended to gather information from students and/or other stakeholders on the educator's demonstration of teaching, instructional and/or classroom engagement practices that have been shown by research to positively affect student achievement. The inputs for the student perception component will include information from validated and reliable surveys of students in grades 4–12. Surveys used for the student component of the evaluation shall be validated to ensure that the items included in the survey directly address research-based best practices of teaching and student and classroom engagement. Educators of the students to be surveyed will be provided with information on the purpose of the surveys used to measure student perceptions.

**Evaluation Process**
The evaluation process shall address the five areas of the state model of educator evaluation:
1. Model Data Measures;
2. Required Training and Certification;
3. Providing Evaluation Information to Teachers;
4. Improving Practice/Seeking Professional Growth Support;
and 5. Use of System Data for Improvement of Educators, Programs, Schools and Districts

**Use of System Data for Improvement of Educators, Programs, Schools and Districts**
Model Data Measures as described above, the evaluation data collected include measures of these five components:
1. Observation of Teaching/Classroom Instruction;
2. Unit of Instruction Analysis;
3. Analysis of Planned Learning;
4. Student Growth and Achievement Data;
and 5. Student Perceptions of Instruction.

**Training**
All users of the NEE system must be trained to ensure accurate and reliable data is entered. Training is also required to make sure all evaluators follow standardized protocols in all aspects of the evaluation process, from collaboratively setting building level goals to

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conducting end of year (EOY) conferences. To make the system effective and meaningful in respect to all stakeholders, the system training must address several perspectives.

Providing Evaluation Information to Educators
Pertinent education-related and organizational management research indicates timely and consistent supervisor feedback has the maximum impact on changing adult behaviors. Consequently, observations will be frequent and focused on a small number of indicators and follow-up will be timely. The supervisor should meet with the educator within 24 hours to conduct a structured dialogue session where specific factual and evidence-based feedback can be provided. The evaluator will meet and conference with each of the educators they are assigned to evaluate at least three times during the school year:

A beginning of year (BOY) conference where the evaluator and the educator review specific documents to make sure both are clear on the expectations for the year and content-related measurable instructional goals are in writing. For returning educators in the district, the evaluator will review the previous year's evaluation report with the educator and clearly define areas of improvement based on the report. This BOY conference will also include a review and discussion regarding the educator's PDP and establish clear expectations of the impact of the plan on the educator's classroom.

The middle of year (MOY) conference shall involve a review of student formative assessment data focused on areas related to the measurable instructional goals by the educator and evaluator. The educator will also review his or her progress toward completing the PDP and show the evaluator evidence of how the plan has made a positive impact on a majority of his or her students. If needed, the evaluator may prescribe new and more intense professional growth supports to assist the educator in improving his or her effectiveness. A formative data report from the NEE system will be reviewed by the educator and evaluator, and a copy will be provided to the evaluator for their records.

The EOY conference will be conducted just prior to the contract renewal period. During this session, the educator and evaluator will review student formative assessment data and determine whether the instructional goals were met and what impact the educator's PDP had on the majority of students in the educator's class. A summative report based on data in the educator professional growth evaluation system and other data sources available to the educator will be reviewed with the educator during the EOY conference.
Appendix R
Staff Outings

GORDON PARKS Elementary School recognizes the value of both organized field trips and ad hoc contacts between faculty and students outside the school. All such outings which are not planned school activities must be approved in advance by the Principal or persons authorized by her to approve such trips. Written parental permission and medical authorization forms provided by the school office must be completed and signed prior to all such trips. Board Members and Founders must follow the same process.

Appendix S
Staff Conduct

The Board of Education expects that each professional and support staff member shall put forth every effort to promote a quality instructional program in the school. In building a
quality program, employees must meet certain expectations that include, but are not limited to, the following:

1. Become familiar with, enforce and follow all Board policies, regulations, administrative procedures, other directions given by district administrators and state and federal laws as they affect the performance of job duties.

2. Maintain courteous and professional relationships with pupils, parents/guardians, other employees of the district and all patrons of the district.

3. Keep current on developments affecting the employee's area of expertise or position.

4. Transact all official business with the appropriate designated authority in the district in a timely manner.

5. Transmit constructive criticism of other staff members or of any department of the school district to the particular school administrator who has the administrative responsibility for improving the situation.

6. Care for, properly use and protect school property.

7. Attend all required staff meetings called by district administration, unless excused.

8. Keep all student records, medical information and other sensitive information confidential as directed by law, Board policy, district procedures and the employee's supervisor.

9. Immediately report all dangerous building conditions or situations to the building supervisor and take action to rectify the situation and protect the safety of students and others if necessary.

10. Properly supervise all students. The Board expects all students to be under assigned adult supervision at all times during school and during any school activity. Except in an emergency, no employee will leave an assigned group unsupervised.

11. Obey all safety rules, including rules protecting the safety and welfare of students.

12. Submit all required reports or paperwork at the time requested. Employees will not falsify records maintained by the school district.

13. Refrain from using profanity.

14. Dress professionally and in a manner that will not interfere with the educational environment.

15. Come to work and leave work at the time specified by the employee handbook or by the employee's supervisor. Employees who are late to work, stop working before the scheduled time or work beyond the scheduled time without permission may be subject to discipline, including termination.

16. School employees, other than commissioned law enforcement officers, shall not strip search students, as defined in state law, except in situations where an employee reasonably believes that the student possesses a weapon, explosive or substance that poses an
imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available.

17. School employees shall not direct a student to remove an emblem, insignia or garment, including a religious emblem, insignia or garment, as long as such emblem, insignia or garment is worn in a manner that does not promote disruptive behavior.

18. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education that employs such teacher.

19. Employees will not use district funds or resources to advocate, support or oppose any ballot measure or candidate for public office.

20. Employees will not use any time during the working day for campaigning purposes, unless allowed by law.
INTRODUCTION

The Financial Operations Model Board Policy will provide a summary of statutes and regulations that apply to the financial operations of charter schools, as well as specific model board policies designed to comply with these legal requirements.

These are suggested policies to address the requirements from state and federal law and State Board of Education Rules applicable to charter schools in Missouri. Prior to adoption of model policies by a charter school board of a charter school, each policy should be customized by adding the school’s name where indicated and by tailoring the language, where appropriate, to fit the specific needs, culture and requirements of the school. MCPSA recommends that the Board of a charter school consult with the school’s legal counsel in connection with adopting and implementing the policies contained within this manual.

MCPSA plans to update the Model Board Policies for Charter Schools on an annual basis to reflect changes in applicable laws and regulations.

Scope of Service & Copyright Notice
This policy module prepared by the MCPSA is designed and intended as a resource of information for charter schools and is not to be construed as legal advice. It should be used in connection with consulting and obtaining the advice of the school’s legal counsel to ensure compliance with applicable legal requirements.

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I. Business Plan and Budget Process

A. Business Plan

Charter school leaders of both start up charter schools and conversion schools have a vision for the school and for the results they wish to obtain. A business plan is the recommended way to merge the goals for the school with the everyday mechanics of running a business—obtaining funding, recruiting students, operating a facility, supervising staff and maintaining the financial health of the organization. The business plan is the first step to outlining the financial goals for the school’s operating board and will shape the budget process for the school. While the business plan should be developed by the founding board and proposed school management, input should be obtained from external stakeholders such as parents, community leaders, and potential staff.

The current Missouri Model Charter Application already contain several components that are outlined here, and therefore thorough development of the business plan will assist charter school leaders as they develop their application. Since the business plan is often used as a tool to obtain funding from community and business leaders, it should be created as an organizational document that describes the school’s purpose and operational plan.

The business plan should include the following:

1. Description of the school (mission statement, instructional focus and goals and governance structure). The governance section is particularly important, as it provides information regarding the school’s governing board structure, bylaws, articles of incorporation and whether or not the school will utilize the services of education management organization (“EMO”);

2. Market analysis supporting how the charter school would be fulfilling a need within the community. The charter school must engage in ample research of how the current schools within the system are serving the community, how the charter school intends to recruit students from other schools within the district, how many students must attend the school in order to maintain financial feasibility etc. This section should also include the school’s marketing plan for reaching out to potential students;

3. Management plan summarizing how the school will be managed on a day to day basis. If school management has been identified, this section should explain each position’s role and responsibilities and a proposed organizational chart. If school
management has not yet been identified, the business plan should include a recruiting plan, job descriptions for each position and an estimated time for finalizing the hiring process. The management plan should provide brief descriptions of employment practices such as hiring and firing employees; performance evaluations; salary decisions and staff training.

If the school will be using the services of an EMO, the management plan section of the business plan should define the general terms and conditions of the arrangement and outline the necessary parameters around the roles and responsibilities of the governing board and the EMO. In addition, if the school will be contracting out any other services (accounting, custodial, food services), those contracts should be described in this section.

This section should also begin to address the financial management plan and the plan for hiring a Business Manager/Business Manager (if one has not already been identified). This section should begin to analyze the sources of funding that will be available to the school (local funding, state funding, federal funding, funds derived from grants, donations or private loans) and develop a plan and a timeline for obtaining those funds.

4. **Operations plan describing the day to day operations of the school.** This section will discuss what grade levels the school will serve; curriculum and instructional focus; class schedules; transportation to and from school; plans for safety and security etc. This section should also discuss the plans for obtaining a facility, if one has not already been obtained.

5. **The financial plan with the annual operating budget, cash flow proforma and the cash flow projections for the first years of.** The budget process is discussed in detail below.

The sample charter school budget can be found on the Missouri Department of Elementary and Secondary Education’s website:

http://dese.mo.gov/quality-schools/charter-schools/applications

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B. Budget Process

Charter applications must include detailed and thorough budget documents within the application. (“Application” will be referred to within this document to include new applications as well as renewal applications). The goal of a sound budgeting process will result in not only annual budget documents but also written policies and procedures detailing a system of proper internal controls to ensure fiscal responsibility. It is imperative that charter school leaders hire an accountant or other qualified financial professional to develop the school’s business plan and oversee the budget process.

The charter application should state whether or not the school will be petitioning to serve as the own local education agency (“LEA”) for fiscal management or if the school will be part of a school district LEA; if so, the application should also include provisions specifying the amount of autonomy the charter school will have with regard to budgets and expenditures. While the exact requirements of a charter school’s annual budget will differ according to the LEA status, guidelines are addressed here.

1. Annual Operating Budget

An operating budget is a dollar amount established as an estimate of expenditures and how they will be financed. While this policy manual is not intended to extensively detail the education funding formula in Missouri, a charter school’s main source of income will be the per-pupil payments it receives from the state. Since state and local funding is initially determined pursuant to projected enrollment numbers for the charter school, it is important that charter school leaders conduct market research in order to determine reasonably accurate projected enrollment figures. Charter school leaders should analyze how the community’s education demands are currently being met in order to determine potential demand for the school. Charter school leaders are encouraged to talk to other charter school operators in order to determine what their year to year rate growth rate has been and whether or not their projected enrollment figures support the growth rate. Since overestimating student enrollment can have significant budget impacts for the charter school, it is recommended that student enrollment projections err on the conservative side. It is also recommended that charter schools periodically conduct an environmental scan to determine if demographics are changing in the community or in the local schools, since these factors can impact both enrollment projections and programs that impact funding.
It is critical that charter schools follow the States accounting codes, and MCPSA recommends charter schools follow the state’s MO Financial Accounting Manual. The Manual can be found at:


An overview of the state’s accounting code structure can be found at:


Creating a budget document that is aligned with the State’s accounting codes makes creating financial reports and reporting to stakeholders easier and more consistent with public school financial processes in Missouri. It also will support the audit process.

The budget document itself shows revenues by source (e.g., state funding, federal funding, grants, fees, etc.) and expenditure by object (e.g., salaries, benefits, rent, materials, books, services, professional training, utilities, insurance, etc.) for the first through fifth year of operations. A resource for schools to use in order to determine start up costs can be found here:


2. Monthly Cash Flow Statements

The cash flow statement will show the cash generated and collected by school operations as well as the school’s expenditures. While the cash flow statement is based upon the annual operating budget, it disaggregates the data into monthly columns resulting in either a surplus or a deficit. Cash flow statements are important tools to assist new and operational boards in planning for cash shortfalls and excesses, and thus should be reviewed regularly.

The annual operating budget must be adopted by the governing board and may require approval by the charter school’s authorizers before the expenditure of funds. The adoption of the budget and any amendments must be recorded in the minutes of the board meeting. It is critical that accurate records of budget adoption and amendments are kept, as these are often reviewed by auditors during the annual audit process. Appendix A is a sample board resolution evidencing the formal adoption of a specific board policy and can be used for all policies within this
manual.

**Appendix B** contains a sample board item for schools to use to document formal board adoption of the budget.
II. System of Fiscal Controls

Charter schools have the flexibility to exercise autonomy over budgets and expenditures, and must have the proper procedures in place to ensure that the board is complying with its fiscal responsibilities.

A. Bank Accounts and Procedures
The charter school’s board should designate a bank (or insured Federal savings and loan association) to be used for deposits, checking accounts and other banking needs. The bank should be FDIC insured or otherwise fully collateralized. It is a recommended practice for charter schools to issue a request for proposal for banking services in order to select the school’s financial institution. Once selected, the board should adopt a resolution designating the financial institution as the charter school’s bank prior to engaging in financial transactions. A sample resolution is included as Appendix D.

B. System of Internal Controls
The development of a system of internal controls is of utmost importance to the school’s financial stability. Internal controls are necessary in order to protect the school from unauthorized access and use of records and funds. In order to determine what internal controls are necessary, it is a recommended practice for schools to engage in a risk assessment in order to identify areas where a control would minimize a certain risk. Furthermore, it is recommended that the advice of a financial professional experienced in auditing procedures and processes be consulted with to best establish a system of internal controls.

The following are examples of when risk might be introduced into the organization:
- Changes in the unit’s operating environment
- New personnel
- New or revised information systems
- Rapid growth
- New departments or activities
- Restructuring or reorganization resulting in staff reductions, changes in supervisor, or segregation of duties.

Once the areas of potential exposure are identified, governing boards must determine if a policy is the best method to minimize the risk, or whether a control or some other system of checks and balances is appropriate, or both. While there are certainly no absolutes, a governing board will minimize its risks when there are strong policies in place and the board closely monitors whether or not those policies are implemented properly by administration or designated staff. Any
deviations from standard practice or policy should be documented immediately, and the policy itself should be re-examined to determine if updating or changing the policy is necessary.

The following list is not exhaustive but should assist in an analysis of what internal controls and policies are necessary to ensure reliability in the school’s financial practices. Samples of the policies are attached.

1. A board policy should be developed designating the individual(s) on the board with the authority to open and close bank accounts, make deposits and withdrawals and conduct other banking transactions. This policy should also address staff turnover and how transfer of vital financial information will be handled (i.e. passwords and account information). This information should be included in the board’s bylaws, but is important enough to warrant a separate policy as well.

The sample policy is in Appendix C of this manual. While the use of credit cards is discussed in the sample policy, MCPSA recommends avoiding the use of credit cards whenever possible. Therefore, Appendix C includes some important limitations for boards to consider regarding this practice.

2. A board policy should be in place detailing management of cash handling, since this is one of the most common areas for fraud and misuse. This policy should also include procedures for mail management and incoming checks, reconciliation of bank statements, and withdrawal procedures. The sample policy is in Appendix E of this manual.

3. A policy detailing the school’s accounting system and how it will be maintained. This policy should detail the controls in place for accounts payable and receivable, processing purchase orders and checks etc. The sample policy is in Appendix F of this manual.

4. A policy prohibiting transactions that would present a conflict of interest and an annual questionnaire for board members to use to disclose any possible conflicts of interest. The sample policy is in Appendix H and Appendix I of this manual.

5. A policy detailing payroll and benefit disbursements to staff. The sample policy is in Appendix J of this manual.
II. Audit and Annual Report Preparation

Charter schools must have an annual financial audit conducted each fiscal year by an independent Missouri licensed certified public accountant. The financial reporting format must be in conformity with generally accepted accounting principles. The audited financial statements are to be included in the annual report submitted to the Sponsor, the State Board of Education, and parents of students attending the school. Appendix G to this manual contains a sample policy addressing the audit and financial statements.

Schools that constitute their own LEA do not have the access to utilize the financial systems that are in place in a LEA and therefore have the additional responsibility of ensuring that the policies and procedures are in place to set up all necessary financial systems. In addition to the policies and procedures contained in this manual, these schools will also want to consult the MO Financial Accounting Manual which can be found at:

APPENDIX A

BOARD RESOLUTION ADOPTING POLICY

WHEREAS, on Monday, ________________, 20______ the board of Gordon Parks Elementary School (“Board”) met at a publicly called meeting held in accordance with the Board’s bylaws; and

WHEREAS, in accordance with the Board’s bylaws, a quorum was present during the meeting held on Monday, ________________, 20______; and

WHEREAS, on Monday, ________________, 20______ the Board voted to adopt the policies titled “Financial Operations”, “Board Governance”, “Human Resources”, and “Operational Policies”, a copy of which is attached hereto and incorporated herein by reference.


THIS RESOLUTION IS HEREBY ADOPTED THIS _____ DAY OF _____, 20______.

__________________________
Board Chair
The Board of Gordon Parks Elementary adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Budget Process
SECTION 1.1. The School Administration will ensure that Gordon Parks Elementary follows a budgeting process that is consistent with the requirements of federal and Missouri statutes, State Board of Education Rules and Regulations and any other applicable laws or rules.

SECTION 1.2. Each year the Chief Operations Officer is required to submit to the Board for consideration a detailed annual budget showing estimates of income and expenditures for the ensuing fiscal year.

SECTION 1.3. Needs Analysis. Each year before the annual operating budget is drafted the School Administration shall ensure that a needs assessment of Gordon Parks Elementary School, is drafted and finalized by a budget committee consisting of the CFO, the school’s school leader and other individuals as designated by the board. The needs assessment shall inform the drafting of the annual budget.

SECTION 1.4. Adoption. The Board shall formally adopt the budget in an open meeting held in accordance with the Board’s bylaws by the last day of April, according to statutory provisions, and before the expenditure of any funds. By law the approved estimated expenditures for each fund cannot exceed the estimated revenues to be received plus the unencumbered beginning cash balance for the fund.

SECTION 1.5. Minutes. The Secretary of the Board will record the adoption of the budget and any amendments in the Board meeting minutes in which the adoption occurs.

SECTION 1.6. Post-Adoption. After the beginning of the fiscal year, the School Administration and EdOps shall review with the Board the adopted budget in relationship to the beginning cash balances for each fund.

SECTION 2. Fiscal Compliance
The Chief Operations Officer and EdOps shall ensure that Gordon Parks Elementary School complies with all state and federal laws and rules concerning the budget and related processes of the school.
APPENDIX C

BANK PROCEDURES POLICY

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Bank Accounts

SECTION 1.1. The Board President, Finance Chair, and Chief Operations Officer of Gordon Parks Elementary School has the authority to open a business checking account and a business operating account on behalf of Gordon Parks Elementary School to be used to hold the school’s assets.

SECTION 1.2. The School will comply with all applicable regulations issued by the Office of the Secretary Education related to procurement activities in federal related contracts. These provisions include, but are not limited to, procurement, disposition of unused supplies, copyrights and debarred or suspended parties. The School will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The school may utilize a request for proposals or another method for seeking competitive bids for banking services. The Board will adopt a resolution at a board meeting held in accordance with its bylaws to designate the financial institution that the school will use for its banking transactions. Once the resolution has been adopted, the Chief Operations Officer has the authority to enter into an agreement with the selected financial institution. This agreement should be signed by the Chief Operations Officer.

Bidding Policy 3000.6

3000.6a Subject to exceptions outlined below, Gordon Parks will obtain at least three bids from qualified contractors for construction projects and other outside contracts that are projected to cost $100,000 or more. Two bids are required for outside contracts for $10,000 to $99,999. Requests for bids may be advertised on the Gordon Parks web site and may be submitted directly to contractors that are identified by the Board and/or Executive Director.

3000.6b Other purchases or contractual services may be advertised and submitted for bid as directed by the Board or when, in the opinion of the Executive Director, the welfare of the School will be served by using this bidding process.

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3000.6c The Board will decide which bid to accept for any project that is advertised and submitted for bid. The Board reserves the right to reject any or all bids or any part of any bid and to accept the bid that appears to be in the best interest of the School. The Board also reserves the right to waive minor technical deficiencies in any bid.

3000.6d Existing outside contracts being used by Gordon Parks will not be subject to this bidding process if the Board is satisfied with the cost and work being performed by the existing contractor.

3000.6e If a donor is donating all of the funds for a project and requests a specific contractor to perform the work on the project, then no bids will be required as long as the Board determines that the contractor is qualified and approves the contractor for the project.

SECTION 2. Checks

SECTION 2.1. Any authorized check drafted on the school’s designated bank account over $5.00) shall require two signers from the Administration. The following officers are authorized to sign checks from the bank account on behalf of the school: Chief Operations Officer, Executive Administrative Assistant, and Finance Committee Chair. Each check must be completed in its entirety before it is signed by either party.

SECTION 2.2. Checks Received. Checks received shall be endorsed “for deposit only” and deposits should be made daily by someone other than the person who prepared the deposit.

SECTION 2.3. Check Requests. Services or products rendered, reimbursement requests with original receipts, or mileage reimbursements may receive payment with a check. A check request form must be completed by the requestor and approved with a signature by the Chief Operations Officer and Chief Academic Officer. The check request form shall contain the name of the payee, the date the check is requested to be written, the amount of the check, a brief description for the issuance of the check, and the funding source that will be drawn from. The check request shall then be submitted to the Chief Operations Officer for processing. All check request forms shall be maintained by the Chief Operations Officer and EdOps.

SECTION 2.4. Checks payable to cash for any reason are prohibited.

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SECTION 3. Mail Procedures

SECTION 3.1. A non-accounting staff person should receive the mail, open it and list all checks on a daily collection report or in a pre-numbered receipt book. This report or receipt should identify the date, name of organization or person submitting payment, amount of payment and description of what the payment is for.

SECTION 3.2. An account staff member should receive the checks and daily collection report or receipt book from the person opening the mail. The Chief Development Officer will enter all checks for donation into Donor Perfect.

SECTION 4. Bank Reconciliations

SECTION 4.1. There will be segregation of duties between individuals responsible for cash receipts and cash disbursement and the individual(s) responsible for bank reconciliations.

SECTION 4.2. Chief Operations Officer or Chief Operations Officer’s designee is responsible for bank reconciliations a minimum of once monthly. Bank statements should be delivered to Chief Operations Officer unopened. Each bank statement, assets, and liabilities shall be reconciled to both the checkbook and the general ledger.

SECTION 5. CREDIT CARD PROCEDURES
It is the policy of Gordon Parks Elementary School that credit card use shall be limited and only the following employees or board members are authorized to use credit cards: Chief Operations Officer, Chief Academic Officer, and Chief Development Officer. The Gordon Parks Elementary will not use debit cards, and credit cards shall only be used by the following employees Chief Operations Officer, Chief Academic Officer, and Chief Development Officer for school business expenditures only. It may not be used for personal purchases and/or cash transactions and shall be maintained by the highest level of security. Credit card transactions in the range of $7500 to $15000 must receive prior board approval and credit card transactions exceeding $15000 are prohibited.

Employees issued a credit card must receive prior, documented approval from the Chief Operations Officer or designee before the use of the credit card. Each credit card transaction by any user must be accompanied by the original receipts documenting each transaction.
SECTION 6. TRANSFER OF INFORMATION
If the individual serving as the Chief Operations Officer and/or Finance Chair ends his or her term with the Board/employment with Gordon Parks Elementary or is terminated by the school or otherwise removed from his or her duties, he or she shall immediately give the school management all necessary passwords and other related information. The school will change the passwords and other security information once the individual serving as the Chief Operations Officer ends his or her employment with the school.
APPENDIX D

RESOLUTION DESIGNATING FINANCIAL INSTITUTION

WHEREAS, on ________________, Gordon Parks Elementary issued a request for proposals for a financial institution; and

WHEREAS, ____ proposals were received from interested financial institutions; and

WHEREAS, the board of Gordon Parks Elementary School reviewed and evaluated all proposals and determined that ______ submitted a proposal that was most suited to the school’s financial needs.

NOW THEREFORE, BE IT RESOLVED BY Gordon Parks Elementary School Board that it will enter into agreements with ____________ for banking services including (enter name of accounts-checking etc.).

THIS RESOLUTION IS HEREBY ADOPTED THIS _______DAY OF ______ (insert month), 20___.

________________________
Board Chair
APPENDIX E

CASH MANAGEMENT POLICY

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Accounting for Cash Transactions

SECTION 1.1. Documentation. All cash transactions shall be recorded in writing, such as by handwritten receipt detailing from whom the money and in what amount, which shall be signed and dated by the Chief Operations Officer or his or her designee who has the authority to receive cash on behalf of school.

SECTION 1.2. Depositing Cash. The Chief Operations Officer shall be responsible for depositing cash in Gordon Parks Elementary School’s bank account. The Chief Operations Officer will only be responsible for depositing the cash into the bank account, and will be segregated from the duty of receiving the cash on behalf of the school. Deposits shall be made weekly at a minimum. All undeposited cash shall be kept in a secured location on school premises with limited access. A copy of the validated deposit slip shall be returned to the school on same day the deposit is made or the next day after the deposit is made.

SECTION 1.3. Expenditures. All expenditures of school funds, including cash expenditures, shall be documented and accounted for by daily receipts. As a general rule, cash will not be used to make purchases except from petty cash, as described below. School checks shall not be made payable to “Cash”.

SECTION 1.4. Segregation of Duties. The Chief Operations Officer of Gordon Parks Elementary School shall ensure that appropriate segregation of duties exists with regard to the handling of all money transactions including reconciliation.

SECTION 1.5. Petty Cash. Petty cash shall be maintained in a locked box in the School leader’s office in an amount not to exceed $100. All disbursements from petty cash shall be documented in writing, indicating the date, amount disbursed, the identity of the individual receiving the funds, and the reason for the disbursement. Receipts from purchases made with petty cash shall be remitted to the School leader’s office as soon as practicable. Petty cash funds shall not be used to cash checks.

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APPENDIX F

SCHOOL ACCOUNTING SYSTEM POLICY

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Fiscal Year
The Gordon Parks Elementary School adopts a fiscal year that begins on the first day of July and ends on the thirtieth day of the following June.

SECTION 2. Financial Accounting
The Gordon Parks Elementary School will adhere to the accounting guidelines of the Missouri Department of Elementary and Secondary Education.

SECTION 2.1. Accounting records. The school shall maintain records that adequately identify the source and application of funds. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

SECTION 2.2. Internal controls. The school shall maintain effective control and accountability of all state and local funds, federal grant and sub-grant cash, real and personal property, and other assets obtained with local, state or federal funds. The school shall adequately safeguard all such property and assure that it is used solely for authorized purposes.

SECTION 2.3. Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

SECTION 2.4. Budget control. The school shall compare actual expenditures or outlays of state or federal funds with budget amounts for each fund, grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. Applicable federal cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

SECTION 2.5. Account Code Structure
All charter schools must use the account code structure as described in the

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Missouri Department of Education’s Chart of Accounts.

APPENDIX G

POLICY REGARDING AUDIT AND FINANCIAL STATEMENTS

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Annual Audit.

SECTION 1.1. Annual Audit. Annually, the books and accounts of the School will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. The Business Manager shall place before the Board the matter of the retaining of a certified public accountant. The auditor shall be selected by the Board. The audit shall be presented to the Board for examination and approval.

SECTION 1.2. Board Action. Once the Board of Gordon Parks Elementary School receives the final report, it must vote to accept the contents of the audit at either its next regularly called meeting or at a special meeting called in accordance with the Board’s bylaws.

SECTION 1.3. Submission to Sponsor. The Chief Operations Officer shall ensure that a copy of the annual audit report is timely filed with the Sponsor. The audit report should include a certificate signed by the Chair of the Board that the Board voted to accept the contents of the audit. If the Board did not accept the contents of the audit report, that should be noted with the submission.

SECTION 2. Annual Financial Statement. The Chief Operations Officer shall prepare, or cause to be prepared, an annual financial statement for each fund subject to the authority of the Board during the fiscal year showing:

a. the total receipts of the fund, itemized by source of revenue, including taxes, assessments, service charges, grants of state money, gifts, or other general sources from which funds are derived;
b. the total disbursements of the fund, itemized by the nature of the expenditure; and
c. the balance in the fund at the close of the fiscal year.

SECTION 2.1. The Chief Operations Officer shall ensure that the annual financial statement is submitted to the Sponsor in a timely manner pursuant to deadlines.
APPENDIX H
CONFLICT OF INTEREST POLICY

The Board of Gordon Parks Elementary School adopts the following policy, effective on the date of adoption by the Board.

This policy establishes expectations for governing board member conflicts of interest.

ARTICLE I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization’s (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. As a charter school, certain special state conflicts of interest policies apply as discussed herein.

ARTICLE II
Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

   b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Under Missouri law, the following are conflicts of interest. The Board has no discretion on whether these items present a conflict of interest. No person shall be appointed to the board unless they meet the following requirements. Any board member who is in violation of any of these requirements is ineligible to serve and shall immediately forfeit their office:

a. No member of the Board shall hold any other office or employment from the board while serving as a member of the board.

b. No member of the board shall have any substantial interest (see section 105.450 RSMo for a definition) in any entity employed by or contracting with the board.
c. No member of the board shall be an employee of a company that provides substantial services to the charter school.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
ARTICLE IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V

Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.
APPENDIX I

CONFLICTS OF INTEREST QUESTIONNAIRE

This questionnaire has been prepared in accordance with Gordon Parks Elementary School’s Policy Statement on Conflicts of Interest, and is to be completed by Gordon Parks Elementary Schools Board Members and any Key Personnel of Gordon Parks Elementary School as deemed necessary.

It is expected that when a potential for, or an actual conflict of interest exists, the affected individual will disclose it immediately to the board chair and refrain from participating, discussing and/or voting on that issue.

Please read the statements below and check your appropriate response, including explanations, where applicable. Please date, sign and return to the form to the board chair, or his or her designee, within thirty (30) days of receipt.

I have examined my personal situation as directed in the Statement of Policy on Conflicts of Interest and fid that I have:

( ) No area of potential or actual conflicts of interest.

( ) No area of potential or actual conflicts of interest except as follows:

-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
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-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signed:

-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(Print or type title)

Date:

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APPENDIX J

PAYROLL POLICY

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1.1. Accurate & Timely Payroll. The Chief Operations Officer shall ensure that school employees are paid accurately and timely in accordance with applicable laws and rules.

SECTION 1.2. School employees shall be paid:
   a. In United States currency;
   b. By a written instrument (e.g. check) issued by the employer that is negotiable on demand at full face value for United State currency; or
   c. By the electronic transfer of funds to the employee’s bank pursuant to a direct deposit agreement signed by the employee.

SECTION 2. Paydays.
   a. Exempt Employees. The paydays for exempt employees shall be on the 15th and last working day of the month.
   b. Non-exempt Employees. The paydays for non-exempt employees shall be on 15th and last working day of the month.

SECTION 3. Withholding of Wages.
The Chief Operations Officer shall ensure that the wages of school employees are not withheld except in the following situations as permitted by applicable laws and rules.
   a. The school is ordered to do so by a court of competent jurisdiction;
   b. The is authorized to do so by state or federal law; or
   c. The school has written authorization from the employee to deduct part of the wages for a lawful purpose.

SECTION 4. Teachers Retirement System.
As prescribed by Statute, all teachers at Gordon Parks Elementary School shall be members of the Kansas City Public Schools Retirement System and subject to its requirements. The Board shall expend for teacher retirement and compensation for instructional staff an amount that reflects the requirements as outlined in Missouri State Statute and Department of Elementary and Secondary Education regulations.
APPENDIX K

FEDERAL FISCAL COMPLIANCE POLICY

The governing body ("Board") of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Fiscal Requirements under Title I, Title II and Title IV of NCLB

SECTION 1.1. Supplement not Supplant. Gordon Parks Elementary School shall ensure that federal funds will be used to supplement, not supplant regular non-federal funds.

SECTION 1.2. Documentation. Documentation shall be maintained, or caused to be maintained, by the Chief Operations Officer. The documentation must clearly demonstrate the supplementary nature of federal funds.

SECTION 2. Federal Grant Allowable Expenditures. Prior to expending funds, the Chief Operations Officer shall consult the appropriate OMB Circular (OMNI Circular) or other federal guidance to determine what costs are allowable. The Chief Operations Officer shall ensure that all grant funds are expended in accordance with the Circular or other applicable federal law or rule.


Time and Effort: Records are required for all employees, including teachers, paraprofessionals, administrators, and other staff that are paid with federal funds to document the time and effort they spend within the program. The portion of the federally paid salary should be reflective of the actual activity, not budgeted, the individual has put forth for that federal program. Time and effort reporting is required when any part of an individual's salary is charged to a federal program or used as match for a federal program.

Semi-Annual Certification: Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications are required to be prepared at least semi-annually.

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Monthly Personnel Activity Report (PAR): Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports (PARs). Salaries and wages of employees used in meeting cost sharing or matching requirements of Federal awards must be supported in the same manner as those claimed as allowable costs under Federal awards.

Charges for salaries must be based on records that accurately reflect the work performed. These records must be:

- Supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Incorporated into the official records;
- Reflecting the total activity for which the employee is compensated, not to exceed 100%;
- Encompassing all activities (federal and non-federal);
- Compliant with established accounting policies and practices; and
- Distributed among specific activities or cost objectives.

SECTION 4. Charter Schools Program (CSP), NCLB Title V, Part B

SECTION 4.1. Compliance. If Gordon Parks Elementary School receives CSP grants, the Chief Operations Officer shall ensure that Gordon Parks Elementary shall comply and use the federal funds in accordance with all statutes, regulations, and approved applications.

SECTION 4.2. Fiscal Control. The Chief Operations Officer shall directly administer or supervise the administration of any projects funding through CSP funds, and shall use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, federal funds.

SECTION 4.3. Procurement. When using CSP funds to enter into a contract for equipment or services the Chief Operations Officer shall comply with the applicable federal procurement standards.

SECTION 5. Use of Federal Grant Funds for Procurement

SECTION 5.1. Open and Free Competition. The Chief Operations Officer shall ensure that all procurement transactions are conducted in a manner that provides open and free competition. Awards must be made to the bidder/offeree whose bid/offer is responsive to the solicitation and is most advantageous to Gordon Parks Elementary School considering price, quality, and other relevant factors deemed appropriate by the (insert school).
SECTION 5.2. Conflicts of Interest. Pursuant to the Conflict of Interest Board Policy, no employee, officer, or agent of, who has a real or apparent conflict of interest, will participate in the selection, award, or administration of a contract supported by federal funds. Employees, officers, and agents may also not solicit or accept favors, gratuities, or anything of monetary value from contractors or their agents.

SECTION 5.3.

a. The solicitation of bids or offers must provide a clear and accurate description of the requirements to be fulfilled by the bidder, technical requirements to be performed including the minimum acceptable standards and specific features of brand name or equal descriptions that bidders are required to meet;
b. Positive efforts shall be made to utilize small businesses, minority-owned firms, and women’s business enterprises whenever possible;
c. The type of procurement instruments used (e.g. purchase orders) must be appropriate for the particular procurement;
d. Contracts are made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
f. Procurement documents shall be made available, upon request, to appropriate government officials.

SECTION 5.4. Record Documentation. The Chief Operations Officer shall ensure there is a cost or price analysis made and documented with every procurement action as well as appropriate documentation for the basis for contractor selection. The Chief Operations Officer shall also ensure the evaluation of the contractor performance and document whether the contractor has met the terms, conditions, and specifications of the contract.

SECTION 6. Travel Costs.
Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. These costs are reimbursable with appropriate approval and documentation of expenses. Travel costs charged to Federal awards/funds must meet the requirements of 2 C.F.R. § 200.474.
POLICY REGARDING CAPITAL ASSETS ACCOUNTING

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1.1. Definition of Capital Asset. A capital asset is an asset that is tangible in nature; has a life that exceeds one year; of significant value ($5,000 per unit or a lower amount designated by the board of directors); and reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

SECTION 1.2. Documentation. The Chief Operations Officer shall ensure that (insert school) maintains accurate records of capital assets in accordance with applicable rules.

SECTION 1.3. Inventory. The Chief Operations Officer will ensure that a physical inventory of capital assets takes place once every two years.

SECTION 1.4. Annual Audit. The annual financial audit required by shall include an exhibit in the audit report identifying all capital assets and the ownership interest of local, state, and federal parties.
APPENDIX M

POLICY REGARDING STATE TAX SOURCES

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1.1. Acceptance. All state funds will be accepted for the operation of the School as provided by entitlement by law and through regulations of the Missouri State Board of Education or Missouri Department of Elementary and Secondary Education.

Section 1.2. Reporting. The Chief Operations Officer is responsible for filing all required reports and forms to obtain state funds to which the School is entitled to receive according to developed rules and regulations.
APPENDIX N

POLICY REGARDING STATE AND FEDERAL PROJECTS

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1.1. Authority to Operate. With Board approval, the School may operate various specially funded programs that must be administered in accordance with particular federal and/or state laws, regulations and other conditions for use of such funds.

The Chief Operations Officer shall be the designated School official responsible for coordinating funded projects, administering programs and ensuring that the various departments operating these programs do so within the guidelines of the particular program. The administration shall keep accurate and separate records, as required by state and federal programs, to enable the School to verify program compliance and success. Chief Operations Officer shall keep the Board fully informed.
APPENDIX O

POLICY REGARDING BORROWED FUNDS

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1.1. Authority. State law authorizes the Board to borrow funds in anticipation of the collection of revenue in order to insure continuity in the operations of the School. The Board must approve in advance all applications for loan indebtedness. The amount borrowed and the repayment of notes payable shall be within guidelines as established by state law and rules and regulations of the Missouri Department of Elementary and Secondary Education.
APPENDIX P

POLICY REGARDING BONDED INDEBTEDNESS

The Board of Gordon Parks Elementary School adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

Section 1.1. Authority. The Board may issue bonds for any School expenditures as prescribed in state law.
BOARD GOVERNANCE POLICIES
Reviewed, Revised and Approved September 2018

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INTRODUCTION

The Board Governance Model Board Policy will provide guidance regarding the governance and oversight responsibilities of charter school boards and includes sample model board policies designed to comply with these legal requirements and best practices in board governance.

These are suggested policies to address the requirements from state and federal law and State Board of Education Rules applicable to charter schools and non-profit organizations in Missouri. Prior to adoption of model policies by the board of a charter school, each policy should be customized by adding the school’s name where indicated and by tailoring the language, where appropriate, to fit the school’s specific needs. MCPSA recommends that the board of a charter school consult with the school's legal counsel in connection with adopting and implementing the policies contained within this manual.

MCPSA plans to update the Model Board Policies for Charter Schools on an annual basis to reflect changes in applicable laws and regulations.

Scope of Service & Copyright Notice

This policy module prepared by the MCPSA is designed and intended as a resource of information for charter schools and is not to be construed as legal advice. It is a recommended practice for schools to obtain the advice of its legal counsel to ensure compliance with all applicable legal requirements.

This policy module and all updates are copyrighted publications of the MCPSA. All rights are reserved and will be enforced to the fullest extent of the law. The policy modules are for the sole use of the purchaser and authorized for single school use only. Duplication and distribution in whole or in part are prohibited unless otherwise specifically authorized in writing by MCPSA.

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The Charter Public School Governing Board Roles and Responsibilities

The board of a charter school is charged with oversight of the charter school. Under Missouri law, a charter school must be a not for profit corporation. This means the charter schools' organizational structure must comply with Chapter 355 and the charter school must file its articles of incorporation and annual statements with the Missouri Secretary of State. Chapter 355 also governs the requirements for a not for profit organization.

A. Articles of Incorporation

- In order to incorporate the charter school, you must complete and sign Articles of Incorporation then filed with the Missouri Secretary of State’s office. The form can be found at http://www.sos.mo.gov/business/corporations/forms.asp.

- If you have any questions when completing the charter school’s Articles of Incorporation, you should contact an attorney.

B. Bylaws

Bylaws serve as the board’s governance document and provide the parameters for how the board operates. Template by-laws are provided. If they are modified, keep in mind the following requirements:

- Members
  - Number of board members (min. 3), qualifications and selection process;
  - Procedures for filling vacancies;
  - Procedures for member removal and resignation;
  - Term limits;
  - Fees and compensation;

- Officers
  - Number and titles of officers;
    - You must elect a President (or Chairman), Secretary and Treasurer;
  - Job description;
Term limits and procedures for filling vacancies;

● Meetings
  o Location and number of meetings to be held each year;
  o Policy on specially called board meetings;
  o Compliance with the Missouri Sunshine Law regarding meetings, votes and records;
  o Quorum and voting rules;
  o Rules of order for meetings;

● Detail the board’s committee structure including procedures for creating a committee

C. The Missouri Sunshine Law (Ch. 610, RSMo)

The public policy of the state is that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law. As public schools, charter schools are "public governmental bodies" and are therefore subject to the Sunshine Law regarding its meetings, votes and records, as discussed further, below. The law addresses not only the open/closed issue, but also public notice, accessibility, voting and minutes for meetings, and how and when to respond to public records requests.

1. Adopting a Written Policy

The board (for itself and the charter school) is required to adopt a reasonable written policy in compliance with the law, open to public inspection, regarding the release of information on any meeting, record or vote and any member of the board or employee of the charter school who complies with the written policy is not guilty of a violation of the provisions of the Sunshine Law or subject to civil liability for any act arising out of his adherence to the written policy of the board/charter school.

An example policy is provided in the Appendix

2. Public Meetings

While meetings of teachers or other employees of the charter school are not subject to the public meetings requirement, the board of directors, as the governing body of the charter school, is subject to the public meeting and
voting requirements of the Sunshine Law.

When the board's members meet to discuss or decide all matters which relate in any way to the performance of the school's functions or the conduct of its business, or formulate public policy, the public must have notice of the meeting and the meeting must be made open and accessible to the public unless there is an exception allowing it to be closed. The presumption is that the governing board of a charter school will conduct its meeting in a manner accessible to the public.

The most likely exceptions for a charter school board are:

- Leasing, purchase or sale of real estate. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a charter school shall be made public upon execution of the lease, purchase or sale of the real estate.

- Legal actions, however any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a charter school or any agent or entity representing its interests or acting on its behalf or with its authority shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court, however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed.

- Hiring, firing, disciplining or promoting of particular employees by a charter school board when personal information about the employee (information relating to the performance or merit of individual employee) is discussed or recorded. However, any vote on a final decision, when taken by a board, to hire, fire, promote or discipline an employee of a charter school shall be made available.

- Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; however, personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years.

- Specifications for competitive bidding, until either the specifications
are officially approved by the public governmental body or the specifications are published for bid.

See § 610.021, RSMo, for a more detailed list of all exceptions and more details on the above exceptions.

**Voting to close a public meeting, portion of a public meeting, or a public vote**

No meeting, portion of a meeting, or vote may be closed without an affirmative public vote of the majority of a quorum of the board.

Any meeting or vote closed shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote. The board shall not discuss any business in a closed meeting, record or vote which does not directly relate to the specific reason announced to justify the closed meeting or vote.

An example of a motion to enter into a closed meeting is in the Appendix.

**Notice to the Public of Public Meetings**

Boards shall give notice of the time, date, and place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a board concurrent with the notice being made available to the members of the board and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the board holding the meeting, or if no such office exists, at the building in which the meeting is to be held.

Notice conforming with the above requirements shall be given at least twenty-four hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of the board, unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.

When it is necessary to hold a meeting on less than twenty-four hours' notice, the nature of the good cause justifying that departure from the normal
requirements shall be stated in the minutes.

If a meeting, portion of a meeting, or a vote is to be closed, the above notice to the public must include the time, date and place of such closed meeting or vote and the reason for holding it by reference to the specific exception allowed pursuant to the provisions of section 610.021, RSMo.

See Appendix for a meeting agenda format that can also serve as public notice of the meeting if properly posted, and how to include notice of closed session items in the agenda.

Accessibility to Public
The meeting location must be made accessible to the public. If a meeting is conducted via conference call, the board must provide a means for the public to listen to the meeting. If the meeting is conducted by internet chat, internet message board, or other computer link, it must provide a means for the public to access that meeting.

When it is necessary to hold a meeting at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

The board holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the board in the closed session, allowing members of the public to remain to attend any subsequent open session held by the board following the closed session.

The board shall allow for the recording by audiotape, videotape, or other electronic means of any open meeting. The board may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any closed meeting or vote shall be permitted without permission of the board.

Record of Public Meeting - Minutes
A journal or minutes of open and closed meetings shall be taken and retained by the board, including, but not limited to, a record of any votes taken at such meeting. The minutes shall include September 10, 2018, time, place, members present, members absent and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote or abstinence if not voting to the name of the individual member of the board.

When a meeting, portion of a meeting, or a vote is closed, the reason for closing must be noted in the minutes.

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Meeting minutes are subject to the Public Records Law. Accordingly, closed meeting minutes that will remain closed (are not required to be made public as above) could be separately maintained to ensure they are more easily identifiable and therefore protected from unintentional disclosure.

3. Public Records

Definition of Public Records:
As a public body, documents retained by the board of a charter school as well as the charter school itself are considered public records. It does not matter whether the charter school created the records so long as it retains them. Public records include hard copies and electronic records, draft documents as well as final versions.

The board of a charter school is only required to produce those records that it currently retains that are responsive to an open records request; the board/school is not required to create a document which does not currently exist in order to respond to an open records request.

“Public records” is broadly defined to include the following:
Any record, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared for the public governmental body by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body.

The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting.

Any document or study prepared for a public governmental body, by a consultant or other professional service as described in this subdivision, shall be retained by the public governmental body in the same manner as any other public record.

When can a public record or portion of a record, be closed to the public?
As previously noted, the board must adopt a Sunshine Law Policy applicable to it and to the charter school. It is highly recommended that the policy include the determination that the board/school closes all public records to the extent
authorized by law. Without such an affirmative act, the records could be
determined to be open, because the exceptions to openness are allowed, not
required. State ex rel. Missouri State Bd. of Pharmacy v. Administrative

Public records that may be closed:
Some exceptions likely to apply to a charter school/board that allow closure of
public records are:

- Individually identifiable personnel records, performance ratings or
  records pertaining to employees or applicants for employment, except
  that this exemption shall not apply to the names, positions, salaries
  and lengths of service of officers and employees of public agencies
  once they are employed as such.

- Scholastic probation, expulsion, or graduation of identifiable
  individuals, including records of individual test or examination scores.
  
  NOTE: Personally identifiable student records maintained by
  public educational institutions shall be open for inspection by
  the parents, guardian or other custodian of students under the
  age of eighteen years and by the parents, guardian or other
  custodian and the student if the student is over the age of
  eighteen years.

- Testing and examination materials, before the test or examination is
  given or, if it is to be given again, before so given again.

- Confidential or privileged communications between a charter school
  or its representatives and its attorneys.

- The portion of a record that identifies security systems or access
  codes or authorization codes for security systems of real property.

- Records that identify the configuration of components or the
  operation of a computer, computer system, computer network, or
  telecommunications network, and would allow unauthorized access to
  or unlawful disruption of a computer, computer system, computer
  network, or telecommunications network of a public governmental
  body.

- Sealed bids and related documents, until the bids are opened; and
  sealed proposals and related documents or any documents related to
  a negotiated contract until a contract is executed, or all proposals are
  rejected.
● Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:

- Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;
- When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records; and
- Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed.

See § 610.021, RSMo, for a list of all exceptions, which cover meetings, votes and records.

Public records that must be closed:
Contrast the above with laws that require that records be kept private or confidential and prohibit their disclosure to the public. Examples of records that are required to be confidential/closed to the public are:

- Student education records that are specifically required by federal statute or regulation to be kept confidential, such as under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) (a general description of FERPA records issues can be found at: http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html);
Schools may disclose, without consent, "directory" information such as a student’s name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school. Accordingly, unless the school has taken these steps, it is advised to keep school directory information confidential, citing FERPA.

- The Sunshine Law recognizes the existence of such confidentiality mandates through one of its exceptions:

  "Records which are protected from disclosure by law," § 610.021(14), RSMo.

Appointment of a Custodian of Records:
The Sunshine Law requires a custodian of records be designated by the board.

Responding to a Records Request:

Does a records request have to be made in a certain manner or format?
No. While it is preferable to receive a records request in writing, the law does not require a particular format for records requests or even require that they be made in writing. The board/school can offer a form to be used and request that it be used, but it cannot require that the form be used. The custodian is responsible for ensuring all requests for records made to the custodian are responded to, regardless of the format of the request, in the manner required by law. All written requests should be date stamped and immediately presented to the custodian of records (or his or her designee/assistant to ensure a timely response to the request). Oral requests received by the custodian should be immediately recorded in written form to document the same.

In what format should the custodian respond to a records request?
It is preferable for the custodian to respond in writing (letter, e-mail) and to retain a copy of the response and any additional documents relating to the request, along with the original request. It is for the protection of the board/school to document the receipt of and response to records requests to be able to show that it complied with the law, if necessary to do so. If documents are
produced, ideally, a copy of the produced documents would be kept with the request and response. Another option is to describe the records produced, but that is not the optimal method of documenting the response.

When and how does the custodian respond to a records request?
Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third business day following September 10, 2018 the request is received by the custodian of records of the board/school. If the records are not provided (for inspection, copying or copies provided) within the 3 business days, some other response must be made no later than the 3rd business day from receipt:

- If the records are open, and copies can reasonably be produced (or access provided) within 3 business days that should be done in the 3 business day response.

- If the records are closed, and that can be determined within the 3 business days, the 3 business day response should be that the records requested are closed, citing to the bases for closure within 610.021, RSMo (by subsection) and/or other applicable law (such as FERPA).

- If it will take more than 3 business days to access, review and determine whether the records requested are open or closed, or portions may need to be redacted before providing access to or copies of the records, the 3 business day response should state as such, giving a detailed explanation of the cause for further delay and state when and where the records should be available for inspection or copying, providing a reasonable time estimate. Common examples where the custodian reasonably needs more than 3 business days to fully complete the response to the records request may be that the request is for a large volume of records that need to be reviewed and copied or for archived records that take time to be retrieved.

What if part of the information in requested records is closed, and other parts are open?
If a public record contains material, which is open as well as material, which is closed, the custodian shall separate the open and closed material and make the open material available for examination and copying. One method of doing this is to redact or block out the closed record portions with a dark marker or an electronic text box. **TIP:** Where hard paper copies are provided, and a marker is used, the custodian should ensure that the redacted material couldn’t still be read by holding the paper up to a light. The best solution is to make a copy of the record, redact it with a marker, then make a copy of the redacted page with a copier and destroy the copy with the original marker redactions. If redacting by whiteout, the fact that parts were redacted should
be noted as otherwise it looks like a big blank spot on a document and the recipient cannot be sure if something was redacted there or not.

When should a custodian provide for inspection of records?
To reduce the cost to both the requesting party and the school or board, the custodian of records may permit a physical inspection of open records by the requesting party. This may be done when the request is voluminous and the requester wants to review the documents and identify only some documents for copying. The custodian may impose such security as is deemed appropriate to guarantee that no record is removed from the files or marked on.

Note: If someone demands to inspect copies of records because he or she does not want to pay for copies, but there is a serious concern about the security of the original records, the best option may be to provide copies to the requester free of charge.

Providing copies of records, and format of the copies
The law states that if records are requested in a certain format, the board/school shall provide the records in the requested format, if such format is available. An example is if someone asks for copies of documents in electronic format, and the documents do exist in electronic format (such as a PDF), then the custodian should provide them in that format, not printing them out and providing hard paper copies.

Charging for copies:
A board or school may charge no more than 10¢ per page for a paper copy not larger than nine by fourteen inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the school. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the school shall produce the copies using employees that result in the lowest amount of charges for search, research, and duplication time.

Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the school required for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication.
Prior to producing copies of the requested records, the person requesting the records may request the school to provide an estimate of the cost to the person requesting the records.

Documents may be furnished without charge or at a reduced charge when the school/custodian determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the school and is not primarily in the commercial interest of the requester;

The custodian may require payment of copying fees prior to the making of copies.

D. Conflicts of Interest

As a not for profit entity, the charter school must have a conflict of interest policy that prohibits conflicts. In addition, board members are public officials for purposes of Missouri law and must avoid certain conflicts under the law. A sample conflicts of interest policy is provided. Board members should avoid any participation in decisions of the charter school when even the possibility of a conflict of interest is present.
APPENDIX A

BYLAWS

OF

Gordon Parks Elementary School

ARTICLE I

CORPORATION, OFFICES, RECORDS, SEAL

Section 1.1. The Corporation. Gordon Parks Elementary is a corporation that is organized under the Missouri Nonprofit Corporation Act. Pursuant to its articles of incorporation, this corporation has members as provided in Article III below.

Section 1.2. Principal Office. The principal office and location of this corporation shall be at such place in or outside the State of Missouri as may be designated from time to time by the board of directors.

Section 1.3. Registered Office and Registered Agent. This corporation shall have and continuously maintain a registered office and registered agent in the State of Missouri. The location of the registered office and the name of the registered agent in the State of Missouri shall be as are stated in the articles of incorporation or as may be determined from time to time by the board of directors pursuant to the applicable provisions of law.

Section 1.4. Records. This corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or directors without a meeting, and a record of all actions taken by committees of the board of directors. This corporation shall maintain appropriate accounting records.

This corporation or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by classes, if any, showing the number of votes each member is entitled to vote. This corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
Without limiting the records required to be kept pursuant to this Section 1.4, this corporation shall keep a copy of the following records at its principal office:

(a) Its articles or restated articles of incorporation and all amendments to them currently in effect;

(b) Its bylaws or restated bylaws and all amendments to them currently in effect;

(c) Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of members or any class of members;

(d) The minutes of all meetings of members and records of all actions approved by the members for the past three years;

(e) All written communications to all members or any class of members generally within the past three years, including the annual financial statements of this corporation for the past three years;

(f) A list of the names and business or home addresses of its current directors and officers;

(g) Its most recent annual report delivered to the Missouri secretary of state as required by the Missouri Nonprofit Corporation Act; and

(h) Appropriate financial statements of all income and expenses.

Except as required by law or as may be authorized by the board of directors (including the collection of appropriate charges), no member or agent or attorney of any member shall have the right to inspect the foregoing records or any other records of this corporation.

Section 1.5. Seal. The board of directors may adopt, and may alter at pleasure, a corporate seal, which would have inscribed thereon the name of this corporation and the words: Corporate Seal — Missouri. The corporate seal may be used by causing it, or a facsimile thereof to be impressed or affixed or to be in any other manner reproduced.
ARTICLE II

TYPE OF CORPORATION; PURPOSES

Section 2.1. Type of Corporation This corporation is a public benefit corporation. Such designation is made solely for the purposes of Section 355.096.2(2) of the Missouri Nonprofit Corporation Act.

Section 2.2. Purposes Stated in Articles The purposes of this corporation shall be those nonprofit purposes stated in the articles of incorporation.
ARTICLE III

MEMBERSHIP

Section 3.1. General This corporation shall have only one class of membership.

Section 3.2. Qualification and Admission The members of this corporation shall consist of those persons who are from time to time ____________________________.

Section 3.3. Transfer of Memberships No member may transfer a membership in this corporation or any right derived therefrom.

Section 3.4. Resignation, Expulsion or Suspension of Members

(a) Any member may resign as a member. Such resignation shall be in writing addressed to the secretary of this corporation and shall be effective immediately or upon the time specified, as such resignation may provide. The resignation of a member does not relieve the member from any obligations the member may have to this corporation as a result of obligations incurred or commitments made prior to resignation.

(b) The board of directors of this corporation may expel or suspend a member or terminate or suspend a membership in accordance with the following procedures:

(i) This corporation shall give at least 15 days' prior written notice to the affected member of the expulsion, suspension or termination and the reasons therefor;

(ii) The board of directors shall provide an opportunity for the affected member to be heard, orally or in writing, by the board of directors not less than five days before the effective date of the expulsion, suspension or termination; and

(iii) Any written notice given to the member by mail shall be given by first class or certified mail sent to the last address of the member shown on this corporation's records.

Section 3.5. Purchase of Memberships This corporation shall not purchase any of its memberships or any right arising therefrom.
ARTICLE IV

MEETINGS OF MEMBERS

Section 4.1. Place of Meetings All meetings of the members shall be held at the principal office of this corporation or at such other place or places, within or without the State of Missouri, as the board of directors shall have determined.

Section 4.2. Meetings

(a) Annual Meeting. An annual meeting of members shall be held on the 2nd Monday in August of each year, commencing in 2019, if not a legal holiday, and if a legal holiday, then on the next business day following or on such other date as the Board of Directors may specify.

(b) Regular Meetings. In addition to the annual meeting, the members may hold regular meetings at such time and place as may be determined from time to time by resolution of the board of directors.

(c) Special Meetings. Special meetings of the members may be held for any purpose or purposes. Special meetings may be called by the chairman of the board, by the president, by the secretary, or by the board of directors, and shall be called by any officer upon the written demand of at least five percent of the members entitled to vote at any such meeting, provided such written demand states the purpose or purposes of the proposed meeting. The close of business on the thirty-first day before delivery of the demand for a special meeting to any corporate officer is the record date for the purpose of determining whether the foregoing five percent requirement has been met.

To the extent that there is no separate call of a meeting of members, the "call" and the "notice" of any such meeting shall be deemed to be synonymous.

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Section 4.3.

(a) **Notice** Notice of each meeting of the members, whether annual, regular or special, stating the place, day and hour of the meeting, shall be given, by or at the direction of the chairman of the board, the president, the secretary or the officers or persons calling the meeting, to each member entitled to vote thereat. Such notice shall be mailed, sent by facsimile or personally delivered to each member entitled to such notice. Such notice shall be given and effective not less than ten days (or 30 days if mailed by other than first-class or registered mail) nor more than 60 days prior to the meeting. If a meeting is called pursuant to the demand of at least five percent of the members entitled to vote thereat, such notice shall also be given and effective within 30 days after September 10, 2018 such demand is delivered to an officer. Such notice shall be deemed given and effective on September 10, 2018 determined in accordance with Article X of these bylaws.

(b) **Waiver of Notice** A member may waive any notice required to be given under the provisions of these bylaws, the articles of incorporation or any law by signing and delivering to this corporation for inclusion in the minutes or filing with the corporate records a written waiver thereof, before or after September 10, 2018 and time stated in the notice. A member's attendance at a meeting (i) waives objection to lack of notice or defective notice of such meeting, unless, at the beginning of the meeting, the member objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

(c) **Presiding Officials** Every meeting of the members, for whatever object, shall be convened by the chairman of the board, the president, or by the officer or person who called the meeting, but it shall be presided over by the appropriate officer specified in Section 7.6 or 7.7 of these bylaws; provided, however, that the members at any meeting by a majority vote, and notwithstanding anything to the contrary contained elsewhere in these bylaws, may select any persons of their choosing to act as chairman and secretary of such meeting or any session thereof.
Section 4.4.

(a) **Business Which May Be Transacted at Annual Meetings.** At each annual meeting of the members, the members shall elect directors to hold office until the next succeeding annual meeting and until their successors shall have been elected and commenced their terms of office and they may transact such other business as may be desired, whether or not the same was specified in the notice of the meeting; provided, however, that (i) if a matter or matters required by the Missouri Nonprofit Corporation Act to be approved by the members pursuant to Section 355.416 (relating to a conflict of interest transaction), Section 355.476 (relating to indemnification), Section 355.561 (relating to an amendment to this corporation’s articles of incorporation), Section 355.596 (relating to an amendment to this corporation’s bylaws), Section 355.631 (relating to a plan of merger), Section 355.656 (relating to a disposition of all or substantially all of this corporation’s property), or Section 355.666 or 355.671 (relating to dissolution) will be voted upon at an annual meeting, the notice of the meeting must include a description of such matter or matters and (ii) unless one-third or more of the voting power (as defined in Section 355.066 of the Missouri Nonprofit Corporation Act) is present in person or by proxy, the only matters that may be voted upon at an annual meeting of the members are those matters that are described in the meeting notice. At each annual meeting of the members, the president and the treasurer shall report on the activities and financial condition of this corporation.

(b) **Business Which May Be Transacted at Regular Meetings.** At any regular meeting of the members, the members may transact such business as may be desired, whether or not the same was specified in the notice of the meeting; provided, however, that (i) if a matter or matters required by the Missouri Nonprofit Corporation Act to be approved by the members pursuant to Section 355.416 (relating to a conflict of interest transaction), Section 355.476 (relating to indemnification), Section 355.561 (relating to an amendment to this corporation’s articles of incorporation), Section 355.596 (relating to an amendment to this corporation’s bylaws), Section 355.631 (relating to a plan of merger), Section 355.656 (relating to a disposition of all or substantially all of this corporation’s property), or Section 355.666 or 355.671 (relating to dissolution) will be voted upon at a regular meeting, the notice of the meeting must include a description of such matter or matters and (ii) unless one-third or more of the voting power (as defined in Section 355.066 of the Missouri Nonprofit Corporation Act) is present in person or by proxy, the only matters that may be
voted upon at a regular meeting of the members are those matters that are described in the meeting notice.

(c) Business Which May Be Transacted at Special Meetings. Business transacted at all special meetings shall be confined to the purposes stated in the notice of such meeting, unless the transaction of other business is consented to by all members entitled to vote on such matter.

Section 4.5. Quorum and Manner of Acting. Except as otherwise may be provided by law or by the articles of incorporation, a majority of the members entitled to vote, present in person or by proxy, shall constitute a quorum. Every decision of a majority of the members constituting any such quorum shall be valid as a corporate act, except in those specific instances in which a larger vote is required by law, by the articles of incorporation or by these bylaws. If, however, the quorum specified above should not be present at any meeting, but at least ten percent of the members entitled to vote are present in person or by proxy, the members present and entitled to vote shall have power successively to adjourn the meeting and to act as a quorum for such limited purpose, without notice to any member other than announcement of the time and place at the meeting, to a specified date not longer than 70 days after such record date. At any subsequent session of the meeting at which a quorum is present in person or by proxy, any business may be transacted that could have been transacted at the initial session of the meeting if a quorum had been present.

Section 4.6. (a) Proxies. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy executed in writing by such member or by such member’s duly authorized attorney in fact. Appointment of a proxy is effective when received by the secretary or other officer or agent of this corporation that is authorized to tabulate votes. Unless a different period is expressly provided otherwise in such proxy, a proxy shall be valid for eleven months, but no proxy shall be valid for more than three years from September 10, 2018 of execution.

An appointment of a proxy is revocable by the appointing member. The death or incapacity of the member appointing a proxy revokes the proxy; provided, however, that such death or incapacity does not affect the right of this corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment. Appointment of a proxy is revoked by the person appointing the proxy attending any meeting
and voting in person, or signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a written statement that the appointment of the proxy is revoked or a subsequent appointment form.

(b) Voting. Each member shall have one vote on each matter voted on by the members. There shall be no cumulative voting. Voting at any meeting may, but need not be, by written ballot. If a membership stands of record in the names of two or more persons, their acts with respect to voting shall have the following effect:

(i) if only one votes, such act binds all; and

(ii) if more than one votes, the vote shall be divided on a pro rata basis based upon the number of persons voting.

Whether this corporation shall accept a vote, consent, waiver, or proxy appointment and give it effect as the act of a particular member shall be determined in accordance with the standards set forth in Section 355.306 of the Missouri Nonprofit Corporation Act.

Section 4.7. Written Consent of Members. Any action required to be taken or which may be taken at a meeting of members may be approved without a meeting of members if the action is approved by members holding at least 80 percent of the voting power (as defined in Section 355.066 of the Missouri Nonprofit Corporation Act). The action must be evidenced by one or more written consents describing the action taken, signed by those members representing at least 80 percent of the voting power (as defined in Section 355.066 of the Missouri Nonprofit Corporation Act), and delivered to this corporation for inclusion in the minutes or filing with the corporate records. Written notice of member approval pursuant to this Section 4.7 shall be given to all members who have not signed the written consent. Such notice shall be deemed given on September 10, 2018 determined in accordance with Article X of these bylaws. If written notice is required, member approval pursuant to this Section 4.7 shall be effective ten days after such written notice is given.

Section 4.8. Voting by Ballot in Lieu of Member Meeting. Any action required to be taken or which may be taken at a meeting of the members may be taken without a meeting if this corporation delivers a written ballot to every member entitled to vote on the matter, setting forth the proposed action, and providing an opportunity to vote for or against such proposal. Approval by written ballot pursuant to this Section 4.8 shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of votes approving the matter equals or exceeds the number of votes that
would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall:

(a) indicate the number of responses needed to meet the quorum requirements;
(b) state the percentage of approvals necessary to approve each matter other than election of directors; and
(c) specify the time by which a ballot must be received by this corporation in order to be counted.

Except as otherwise provided in the solicitation, a written ballot may not be revoked. The secretary shall certify any such vote by written ballot and shall file such certificate with the minutes of the meetings of the members.

Section 4.9. Record Date. The board of directors may fix a future record date for the determination of members (i) who are entitled to notice of and to vote at any meeting of the members, (ii) who are entitled to sign any written consent under Section 4.7 above or (iii) who are entitled to vote on any matter submitted for voting by ballot under Section 4.8 above. If the board does not so set a record date, then:

(a) the members entitled to notice of a meeting shall be those members of record as of the close of business on the business day preceding the day the notice is sent to the members;
(b) the members entitled to vote at a meeting shall be those persons who are entitled to notice of the meeting;
(c) the members entitled to sign consents in lieu of a meeting (as permitted under Section 4.7 above) are those members of record on September 10, 2018 the consent is signed by the member who first signs such consent; and
(d) the members entitled to vote by ballot (as permitted under Section 4.8 above) are those members of record on September 10, 2018 such a ballot is signed by the member who first signs such a ballot.

Notwithstanding the foregoing, no record date shall be fixed or established pursuant to the foregoing provisions that is more than 70 days before the meeting or action requiring a determination of members occurs. If a meeting is adjourned, the record date for the original meeting is the record date for
the adjournment; provided, however, that if a meeting is adjourned to a date more than 70 days after the record date for determining members entitled to notice of the original meeting, then the board of directors shall fix a new record date for the adjournment.

Section 4.10.  **Member Lists.** After fixing a record date for a notice of a meeting, this corporation shall prepare an alphabetical list of the name, address and number of votes of each member who is entitled to vote at the meeting. The list of members shall be available for inspection by any member for the purpose of communication with other members concerning the meeting, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting, at this corporation's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A member, a member's agent or a member's attorney is entitled on written demand to inspect the list, at a reasonable time, during the period it is available for inspection. This corporation shall make the list of members available at the meeting, and any member, a member's agent or a member's attorney is entitled to inspect the list at any time during the meeting or any adjournment.

Without the consent of the board of directors, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, without the consent of the board of directors a membership list or any part thereof may not be:

(a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by this corporation;

(b) used for any commercial purpose; or

(c) sold to or purchased by any person.

ARTICLE V

DIRECTORS

Section 5.1.  **Powers.** All corporate powers shall be exercised by or under the authority of, and the affairs of this corporation shall be managed under the direction of, the board of directors of this corporation. The board of directors shall have and is vested with all and unlimited powers and authorities, except as it may be expressly limited by law, the articles of incorporation or these bylaws, to supervise, control, direct and manage the
property, affairs and activities of this corporation, to determine the policies of this corporation, to do or cause to be done any and all lawful things for and on behalf of this corporation, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that (a) the board of directors shall not authorize or permit this corporation to engage in any activity not permitted to be transacted by the articles of incorporation or by a corporation organized under the Missouri Nonprofit Corporation Act, (b) none of the powers of this corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of this corporation, and (c) all income and property of this corporation shall be applied exclusively for its nonprofit purposes.

This corporation shall not engage in any activity which may not be engaged in by a corporation which is exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal internal revenue laws then in effect.

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. This corporation shall not directly or indirectly participate in, or intervene (including the publishing or distributing of statements) in, any political campaign on behalf of (or in opposition to) any candidate for public office.

No part of the net earnings or other assets of this corporation shall inure to the benefit of any member, director, officer, contributor, or other private individual, having, directly or indirectly, a personal or private interest in the activities of this corporation, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in this Section 5.1.

The school's Board shall be the governing body charged with the responsibility for the operation of the public charter school. The most notable responsibilities shall be as follows:

- Create and support a clear mission, vision, and performance objectives;
- Review and maintain bylaws;
- Establish, interpret and enforce policies consistent with the mission;
• Ensure fiscal health of the school including capital assets, operating budgets, fundraising, and endowments;

• Adopt the annual financial budget;

• Approve monthly General Fund and other reports and approve expenditures as required by Board policy;

• Hire, support, manage, and assess the school leader(s);

• Require reports of the school leader(s) concerning the school’s progress;

• Evaluate itself annually and develop itself through orientation, ongoing education, and leadership succession planning;

• Establish strategic plans;

• Comply with Missouri’s Sunshine Law by adopting a Sunshine Law policy as required by law ad otherwise ensuring the board and school comply with the provisions of the Sunshine law, Ch. 610, RSMo;

• Ensure all members are actively involved in the work of the board and committees;

• Assure compliance with federal and state laws, regulations and rules;

• Assist in development of plans and specifications and provide financing school facilities;

• Act as a final appeals board for personnel, parent, and student grievances;

• Hear communications, either written or oral, from stakeholders related to matters of policy;

• Act as charter school advocates and liaisons between the community and school;

• Meeting the terms of the charter and attaining established goals and objectives set forth in the charter document; and

• Meeting the legislative intent of raising student achievement and shall ensure the school operates in a fiscally responsible manner evidenced by an unqualified audit annually.
Section 5.2. Number and Qualifications  The directors of this corporation shall be three in number. All directors must be natural persons. As specified by state law (160.400.15 RSMO), no member of the Board shall hold any other office or employment from the board while serving as a member of the board; no member of the board shall have any substantial interest (see section 105.450 RSMo for a definition) in any entity employed by or contracting with the board; no member of the board shall be an employee of a company that provides substantial services to the charter school. Any person who does not meet the requirements of state law may not serve as a director.

Section 5.3. Election and Terms of Office  Each director named in the articles of incorporation shall hold office until the second annual meeting of the members and until the term of office of such director's successor has commenced, or until such director's earlier death, incapacity, disqualification, resignation or removal. At the second annual meeting and at every following annual meeting of the members thereafter, as the first order of business of the meeting, new directors shall be elected by the members to succeed those directors whose terms expire with such annual meeting. A person so elected as a director shall serve until the next following annual meeting of the members and until the term of office of such director's successor has commenced, or until such director's earlier death, incapacity, disqualification, resignation or removal.

Any director may be elected for successive terms. Notwithstanding the foregoing, no director shall be elected as such director for more than six consecutive full terms. A full term for a director shall consist of six full years. The election in respect of six consecutive full terms shall not be deemed to include any term of less than one full year; provided, however, (a) that in the case of replacements to fill vacancies in the tenure of directors a period of nine months or more shall be computed as a full term of one year, and (b) that the term of a director elected at an annual meeting of the members for a period expiring with the next following annual meeting of the members shall be treated as a full term of one year, notwithstanding any change or changes in September 10, 2018s of the annual meeting in the years involved.
Section 5.4. **Commencement of Term of Office.** The term of office of a person elected a director shall not commence until the time the person accepts the office of director either by a written acceptance or by participating in the affairs of this corporation at a meeting of the board of directors or otherwise.

Section 5.5. **Vacancies.** Vacancies on the board of directors resulting from the death, resignation, removal, incapacity or disqualification of a director, or by reason of an increase in the number of directors or the failure of an elected director to accept the office of director, may be filled by a majority vote of the remaining members of the board of directors (even though the directors remaining in office constitute fewer than a quorum) at any annual meeting or at a special meeting called for that purpose. A director elected to fill a vacancy shall meet any qualifications set forth in these bylaws, and shall serve for the unexpired term of such director’s predecessor and until the term of office of such director's successor has commenced.

Section 5.6. **Compensation.** No director shall receive compensation from this corporation for any service such person may render to it as a director. However, a director may be reimbursed for such director's actual expenses reasonably incurred in attending meetings and in rendering service to this corporation in the administration of its affairs.

Section 5.7. **Committees.** The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors and shall have and exercise the authority of the board in the management of this corporation to the extent provided in the designating resolution. Other committees not having the authority of the board of directors in the management of this corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each such committee shall have such duties and authority as are from time to time delegated to it by the board of directors.

Committees of the board of directors and members of such committees are governed by Article VI of these bylaws with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements; provided, however, that no committee shall be required to hold an annual meeting and provided, further, that a majority of the number of persons serving on a committee immediately before a meeting begins shall constitute a quorum for the transaction of business at such meeting of such committee.

All committees so appointed shall, unless otherwise provided by the board of directors in the case of committees not having the authority of the board of directors, keep regular minutes of the transactions of their meetings and
shall cause such minutes to be recorded in books kept for that purpose in the office of this corporation and shall report the same to the board of directors at or prior to its next meeting. The secretary or an assistant secretary of this corporation may act as secretary of any such committee if the committee so requests.

A committee of the board may not:

(a) authorize distributions to members, directors, officers, agents or employees except in exchange for value received;

(b) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of this corporation's assets;

(c) unless otherwise stated in these bylaws or the articles of incorporation, elect, appoint or remove directors or fill vacancies on the board or on any of its committees; or

(d) adopt, amend or repeal the articles of incorporation or these bylaws.

Section 5.8. Resignation. Any director may resign from the board of directors by delivering a written notice thereof to the board of directors, its presiding officer, or to the president or secretary of this corporation. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice.

Section 5.9. Removal.

(a) The members may, without cause, remove one or more directors elected by the members. A director may only be removed by the members if the number of votes cast to remove the director would be sufficient to elect the director at a meeting to elect directors. A director elected by members may be removed by the members only at a meeting called for the purpose of removing the director. The meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

(b) A director elected by the board of directors may be removed without cause by a vote of two-thirds of the directors then in office; provided, however, that a director elected by the board to fill the vacancy of a director elected by the members may be removed without cause by the members, but not by the board.
ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 6.1. Annual Meetings of the Board-Notice The newly elected members of the board and those members of the board who continue in office (if any) shall meet annually (a) immediately following the adjournment of the annual meeting of members, at the same location as such meeting, or at such other time and place, either within or without the State of Missouri, as shall be established at the annual meeting of the members, and no notice of such board meeting shall be necessary to any directors in order legally to constitute the meeting, provided a quorum shall be present, (b) if not so established or if a quorum shall not be present, the members of such board may meet at such time and place as shall be consented to in writing by a majority of the directors, provided that notice of such meeting shall be given to each of the other directors in the same manner as provided in Section 6.4 of these bylaws with respect to the giving of notice of special meetings of the board except that it shall not be necessary to state the purpose of the meeting in such notice, or (c) regardless of whether or not the time and place of such meeting shall be so established, the members of such board may meet at such time and place as shall be consented to in writing by all of the directors.

Section 6.2. Regular Meetings In addition to the annual meeting, the board of directors may hold regular meetings on the second Monday of each month or as may be determined from time to time by resolution of the board. Notice of a regular meeting need not be given. Any business may be transacted at a regular meeting.

Section 6.3. Special Meetings Special meetings of the board of directors may be called by the chairman of the board, by the president or by at least 20 percent of the directors to be held at any time and for any purpose or purposes. Special meetings shall be held at the principal office of this corporation or at such place or places, within or without the State of Missouri, as the board of directors shall have determined.

Section 6.4. Notice of Meetings

(a) Written notice of each special meeting of the board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be provided to each director by the officer or directors calling the special meeting and shall be given and effective at least two days before the day on which the meeting is to be held.

(b) Whenever notice is required to be given to a director, such notice shall be mailed, sent by facsimile or personally delivered to such director.
Such notice shall be deemed given and effective on September 10, 2018 determined in accordance with Article X of these bylaws.

"Notice" and "call" with respect to such meetings shall be deemed to be synonymous.
Section 6.5. Quorum. Unless otherwise required by law or provided elsewhere in these bylaws, the presence of two-thirds of the directors in office immediately before a meeting begins shall be requisite for and shall constitute a quorum for the transaction of business at all meetings; provided, however, that in no event shall fewer than two directors constitute a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be valid as the act of the board of directors except in those specific instances in which a larger vote may be required by law, by the articles of incorporation or by these bylaws.

Section 6.6. Adjournment. If the quorum specified above should not be present at any such meeting, but at least one-third of the directors in office are present, the directors present shall have power successively to adjourn the meeting, and to act as a quorum for such limited purpose, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted that could have been transacted at the original session of the meeting.

Section 6.7. Voting. Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision.

Section 6.8. Meetings by Conference Telephone or Similar Communications Equipment. Members of the board of directors of this corporation may participate in a meeting of the board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

Section 6.9. Action Without a Meeting. Any action which is required to be or may be taken at a meeting of the directors may be taken without a meeting if one or more written consents describing the action so taken are signed by all members of the board. The consents shall have the same force and effect as a vote at a meeting duly held and may be described as such in any document. The secretary shall file such consents with the minutes of the meetings of the board of directors.
ARTICLE VII

OFFICERS

Section 7.1. General. The officers of this corporation shall be a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the board of directors may elect, including but not limited to a chairman of the board of directors, assistant secretaries and assistant treasurers. The chairman of the board, if any, and the president shall be elected from among the members of the board of directors and shall at all times while holding such office be a member of the board of directors. The same person may simultaneously hold more than one office in this corporation.

The officers shall be first elected by the board of directors named in the articles of incorporation at the first meeting of the board, to serve at the pleasure of the board until the first annual meeting of the board of directors or until their earlier death, incapacity, disqualification, resignation or removal. At the first and each subsequent annual meeting of the board of directors, the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board or until their earlier death, incapacity, disqualification, resignation or removal.

Each officer of this corporation who is not reelected at the annual meeting of the board next succeeding such officer’s election and at which any officer of this corporation is elected shall be deemed to have been removed by the board, unless the board provides otherwise at the time of such officer’s election.

The election of an officer does not itself create contract rights.

Section 7.2. Resignation. An officer may resign by delivering a written notice thereof to this corporation. Such resignation shall be effective when such notice is delivered, unless a future effective date is specified in the notice.

Section 7.3. Removal. Any officer or any employee or agent of this corporation may be removed or discharged for any lawful purpose by the board of directors at any time with or without cause, but such removal or discharge shall not affect the contract rights, if any, of the person so removed or discharged.

Section 7.4. Compensation. No officer who is also a member of the board of directors shall receive any salary or compensation for serving as a director. Salaries and compensation of all officers and of all other agents and
employees of this corporation, if any, may be fixed, increased or decreased by the board of directors, but until action is taken with respect thereto by the board of directors, the same may be fixed, increased or decreased by the chairman of the board, president, or such other officer or officers as may be empowered by the board of directors to do so; provided, however, that no person may fix, increase or decrease such person's own salary or compensation. Each officer may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of this corporation.

Section 7.5. **Vacancies.** Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of this corporation shall be filled by the board of directors at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the board until the next annual meeting of the board or until such person's earlier death, incapacity, disqualification, resignation or removal.
Section 7.6. **Delegation of Authority.** The board of directors may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer or to any agent or employee of this corporation or other responsible person. In the event of such delegation, the officer from whom any such function, power, duty or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Section 7.7. **The Chairman of the Board.** If a chairman of the board be elected, the chairman shall preside at all meetings of the members and the board of directors at which the chairman may be present and shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws. The board of directors may delegate such other authority and assign such additional duties to the chairman of the board, other than those conferred by law exclusively upon the president, as it may from time to time determine, and, to the extent permissible by law, the board may designate the chairman of the board as the chief executive officer of this corporation with all of the powers otherwise conferred upon the president of this corporation under Section 7.8, or it may, from time to time, divide the responsibilities, duties and authority for the general control and management of this corporation's properties and affairs between the chairman of the board and the president.

Section 7.8. **The President.** Unless the board otherwise provides, the president shall be the Chief Executive Officer of this corporation and shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation, and the president shall carry into effect all directions and resolutions of the board. In the absence of the chairman of the board or if there be no chairman of the board, the president shall preside at all meetings of the members and the board of directors at which the president may be present. If the board of directors does not appoint an Chief Operations Officer pursuant to Article VIII of these bylaws or upon the death or during the absence, disability, or inability or refusal to act of any Chief Operations Officer so appointed, the president may exercise all of the powers and perform all of the duties of the Chief Operations Officer.

The president may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of this corporation, may cause the seal to be affixed thereto, and may execute all other contracts and instruments for and in the name of this corporation.

If a chairman of the board be elected and designated as the chief executive officer of this corporation, as provided in Section 7.6, the president shall perform such duties as may be specifically delegated to the president by the board of directors or are conferred by law exclusively upon the president,
and upon the death or during the absence, disability, or inability or refusal to act of the chairman of the board, the president shall perform the duties and exercise the powers of the chairman of the board.

Unless otherwise specifically provided by the board of directors, the president shall have the right to participate in any meeting of any committee of the board of directors, whether or not the president is a member of such committee; provided, however, that unless the board of directors otherwise directs, the president shall not be entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of a committee of which the president is not a member.

At each annual meeting of the members, the president (together with the treasurer) shall report on the activities and financial condition of this corporation.

The president shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws or by the board of directors.

Section 7.9. **The Vice President.** The vice president, or vice presidents if there are more than one, shall work in cooperation with the president and shall perform such duties as the board of directors may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act of the president, the vice president (in order of seniority if there is more than one vice president) shall be vested with all the powers and perform all the duties of the office of president until the board otherwise provides.

Section 7.10. **The Secretary.** The secretary shall attend the meetings of the members and the board of directors and shall prepare or cause to be prepared minutes of all proceedings at such meetings and shall preserve them in the minute book of this corporation to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by any such committee. In addition, the secretary shall have the following duties:

(a) act as custodian of all the books, papers and records of this corporation and authenticate records of this corporation;

(b) furnish the board, upon request, a full, true and correct copy of any book, paper or record in the secretary's possession;

(c) act as custodian of the seal of this corporation and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;
(d) give or cause to be given notice of the meetings of the members and the board of directors, but this shall not lessen the authority of others to give such notice as provided in these bylaws;

(e) exercise and discharge the general duties, powers and responsibilities of a secretary of a corporation; and

(f) exercise and discharge such other or further duties or authority as may be prescribed elsewhere in these bylaws or from time to time by the board of directors.

Section 7.11. The Treasurer. The treasurer shall have supervision and custody of all moneys, funds and credits of this corporation and shall cause to be kept full and accurate accounts of the receipts and disbursements of this corporation in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this corporation as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this corporation in such accounts and depositaries as may be designated by the board of directors. The treasurer shall disburse or permit the disbursement of funds of this corporation in accordance with the authority granted by the board of directors. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the board of directors to the custody of any other person or corporation, or the supervision of which is delegated by the board to any other officer, agent or employee.

The treasurer shall render to the president, the Chief Operations Officer or the board of directors, whenever requested by any of them, a report on all financial transactions of this corporation and the financial condition of this corporation.

At each annual meeting of the members, the treasurer (together with the president) shall report on the activities and financial condition of this corporation.

The treasurer shall be bonded at this corporation's expense if the board of directors so requires.

The treasurer shall have the general duties, powers and responsibilities of a treasurer of a corporation, shall be the chief financial and accounting officer of this corporation and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the board of directors.
Section 7.12. Assistant Secretary and Assistant Treasurer. Each assistant secretary or assistant treasurer, if any, in order of their seniority, in the event of the death or during the absence, incapacity, inability or refusal to act of the secretary or treasurer, respectively, shall perform the duties and exercise the powers of said respective officers until the board provides otherwise and shall perform such other duties as the directors may from time to time prescribe.

ARTICLE VIII

CHIEF OPERATIONS OFFICER

The board of directors may appoint a person to exercise all of the powers and perform all of the duties set forth in this Article VIII and shall designate such person so appointed as the Chief Operations Officer. The Chief Operations Officer shall have such general powers and duties of supervision and management as are usually vested in the office of the chief administrative officer of a corporation, and such person shall carry into effect all directions and resolutions of the board. The Chief Operations Officer shall direct the day to day affairs of this corporation including supervising all employees of this corporation, reporting to the board of directors any violation of the rules and regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the board of directors and reporting thereon whenever so requested by the board of directors. The Chief Operations Officer shall be directly responsible to the board and shall report directly to the board.

The Chief Operations Officer shall cause to be prepared and shall submit to the board for its approval an annual budget and all supplements thereto for each fiscal year. The Chief Operations Officer shall submit to the board of directors at its annual meeting a report summarizing the operations and affairs of this corporation and its activities during the preceding year and setting forth the plans, programs or projects for future development, with such suggestions and recommendations as such officer shall deem appropriate. The Chief Operations Officer shall also make such reports to the board of directors as may be appropriate, or which may be required by these bylaws, or by the board.

The Chief Operations Officer shall have the power to employ, remove and suspend all agents and employees not elected or appointed by the board of directors, to determine the duties and responsibilities of such persons, to create such titles for such persons as such officer may deem desirable to enable them to execute their duties and responsibilities, and to fix and change the compensation of such persons.

The Chief Operations Officer (if not a director) may be invited to participate in any meeting of the board of directors and any committee thereof, whether or not a member thereof; provided, however, that the Chief Operations Officer shall not be
entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of (i) the board of directors, if the Chief Operations Officer is not a director, or (ii) a committee, if the Chief Operations Officer is not a member of such committee.

The Chief Operations Officer shall be bonded at this corporation's expense if the board of directors so requires.

The Chief Operations Officer shall have such other or further duties and authority as may be prescribed elsewhere in these bylaws or the rules and regulations (if any) or from time to time by the board of directors.

In the event of the death or during the absence, incapacity, or inability or refusal to act of the Chief Operations Officer, the board of directors or president shall designate some other person to exercise, and in the absence of such designation the president may exercise, all of the powers and perform all of the duties of the Chief Operations Officer.
ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Depositories and Checks. The money of this corporation shall be deposited in such manner as the directors shall direct in such banks or trust companies as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the board of directors.

Section 9.2. Bonds. Any officer or employee handling money of this corporation shall be bonded at this corporation's expense if the board of directors so requires.

Section 9.3. Custodian of Securities. The board of directors may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by this corporation, and to exercise in respect thereof such powers as may be conferred by resolution of the board of directors. The board of directors may remove any such custodian at any time.

Section 9.4. Annual Audit. The board of directors shall direct an annual audit of the books of account and financial records of this corporation be performed by an independent accounting firm.

Section 9.5. Absence of Personal Liability. The members of this corporation are not, as such, personally liable for the acts, debts, liabilities or obligations of this corporation.

Section 9.6. Indemnification of Directors and Officers.

(a) Indemnification in Actions by Third Parties. This corporation shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (other than an action by or in the right of this corporation) by reason of the fact that such person is or was serving in an Indemnifiable Capacity (as hereinafter defined) against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by this corporation in accordance with paragraph (d) of this Section 9.6, which approval shall not be unreasonably withheld), attorneys' fees, ERISA excise taxes or penalties, fines and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or
appeal of such action, suit or proceeding) if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful; provided, however, that this corporation shall not be required to indemnify or advance expenses to any such person seeking indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized by the board of directors of this corporation. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person’s conduct was unlawful.

(b) 

Indemnification in Derivative Action. This corporation shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of this corporation to procure a judgment in its favor by reason of the fact that such person is or was serving in an Indemnifiable Capacity against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by this corporation in accordance with paragraph (d) of this Section 9.6, which approval shall not be unreasonably withheld) and all expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of this corporation, except that no indemnification under this paragraph (b) shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person’s duty to this corporation unless and only to the extent that the court in which the action, suit or proceeding was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Any indemnification under paragraph (b) or advancement of expenses in connection with an action by or in the
right of this corporation shall be reported to the members to the extent and in the manner required by the Missouri Nonprofit Corporation Act.

(c) Indemnification for Success on the Merits or otherwise. Notwithstanding the other provisions of this Section 9.6, to the extent that a person who is or was serving in an Indemnifiable Capacity has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) or (b) of this Section 9.6 (including without limitation the dismissal of any such action, suit or proceeding without prejudice or the settlement of such action, suit or proceeding without admission of fault or liability), or in defense of any claim, issue or matter therein, such person shall be indemnified against amounts approved by this corporation to be paid in settlement of any such action, suit or proceeding and against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith. For purposes of this paragraph (c) of this Section 9.6, references to "this corporation" shall include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this paragraph (c) of this Section 9.6 with respect to the resulting or surviving corporation as such person would have if such person had served the resulting or surviving corporation in the same capacity.

(d) Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of paragraphs (a) or (b) of this Section 9.6, unless ordered by a court and except as otherwise provided by paragraph (c) of this Section 9.6, this corporation shall determine that such indemnification is proper because such person has met the specified standard of conduct entitling such person to indemnification as set forth under paragraphs (a) or (b) of this Section 9.6. Any determination that a person shall or shall not be indemnified under the provisions of paragraphs (a) or (b) of this Section 9.6 shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the members of this corporation, and such determination shall be final and binding.
upon this corporation; provided, however, that in the event such determination is adverse to the person to be indemnified hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against this corporation to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. For the purposes of such court action, an adverse determination as to the eligibility of a person for indemnification made pursuant to any of clauses (i), (ii) or (iii) of this paragraph (d) shall not constitute a defense to such action nor create a presumption regarding such person's eligibility for indemnification hereunder. If such court action is successful and the person is determined to be entitled to such indemnification, such person shall be reimbursed by this corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

(e) Advancement of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by this corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by this corporation. Notwithstanding the foregoing, no advance shall be made by this corporation if a determination is reasonably and promptly made by (i) the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding for which the advancement is requested, or (ii) if a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the members of this corporation, that, based upon the facts known to the board, counsel or members of this corporation at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interest of this corporation, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event shall any advance be made in instances where the board, members of this corporation or independent legal counsel reasonably determines that such person deliberately breached such person's duty to this corporation or its members.
(f) **Non Exclusivity.** The indemnification and, to the extent permitted by the laws of the State of Missouri, the advancement of expenses provided by this Section 9.6 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under Mo. Rev. Stat. Section 537.117, under any other provision of law, under the articles of incorporation or these bylaws or under any agreement, vote of members of this corporation or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which this corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 9.6 shall continue as to a person who has ceased to serve in an Indemnifiable Capacity and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

(g) **Insurance.** This corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, agent or employee of this corporation, or is or was serving at the request of this corporation as a director, officer, agent or employee of any Other Enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not this corporation would have the power to indemnify such person against such liability under the provisions of this Section 9.6.

(h) **Vesting of Rights.** The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained for, contractual condition of such person's serving or having served in an Indemnifiable Capacity and while this Section 9.6 may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Section 9.6 with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

(i) **Definition of "this corporation".** For purposes of this Section 9.6, other than paragraph (c) of this Section 9.6, references to "this corporation" shall, if and only if the board of directors shall determine, include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, which, if its separate existence had
continued, would have had power and authority to indemnify its directors or officers or persons serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this Section 9.6 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(j) **Certain Definitions.** For purposes of this Section 9.6:

(i) References to serving in an "Indemnifiable Capacity" shall mean service by a person as a director or officer of this corporation or service by a person at this corporation’s request as a director, officer, employee or agent of any Other Enterprise (as hereinafter defined);

(ii) References to "Other Enterprises" or "Other Enterprise" shall include without limitation any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;

(iii) References to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan;

(iv) References to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross claim or counterclaim;

(v) References to "serving at the request of this corporation" shall include any service as a director, officer, employee, or agent of a corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries;

(vi) A person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of this corporation";
(vii) Unless the board of directors of this corporation shall determine otherwise, any director or officer of this corporation who shall serve as a director, officer, employee, or agent of any Other Enterprise of which this corporation, directly or indirectly, is a shareholder or creditor, or in which this corporation is in any way interested, shall be presumed to be serving as such director, officer, employee, or agent at the request of this corporation; and

(viii) In all other instances where any person shall serve as a director, officer, employee, or agent of any Other Enterprise, if it is not otherwise established that such person is or was serving as such director, officer, employee, or agent at the request of this corporation, the board of directors of this corporation shall determine whether such person is or was serving at the request of this corporation, and it shall not be necessary to show any actual or prior request for such service, which determination shall be final and binding on this corporation and the person seeking indemnification.

(k) Severability. If any provision of this Section 9.6 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Section 9.6 and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any person who is or was serving in an Indemnifiable Capacity is entitled under any provision of this Section 9.6 to indemnification by this corporation for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, this corporation shall nevertheless...
ARTICLE X

NOTICE

Any notice required or desired to be given under these bylaws or otherwise to any director or member shall be given in writing and shall be deemed given and effective at the earliest of the following:

(a) when received by the director or member being notified;

(b) five days after deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed;

(c) on September 10, 2018 shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; and

(d) 30 days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with other than first class, registered or certified postage affixed.

Written notice is correctly addressed to a member if addressed to the member's address shown in this corporation's current list of members. Written notice is correctly addressed to a director if addressed to the director's address shown on this corporation's current records.

ARTICLE XI

FISCAL YEAR

The board of directors shall have the power to fix and from time to time change the fiscal year of this corporation. In the absence of action by the board of directors, however, the fiscal year of this corporation shall end each year on September 10, 2018 this corporation treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the board of directors.
ARTICLE XII

AMENDMENTS

Except as otherwise specifically provided in these bylaws, the bylaws of this corporation may be amended or new bylaws adopted upon the approval of either two-thirds of the members voting or a majority of the voting power (as defined in Section 355.066 of the Missouri Nonprofit Corporation Act), whichever is less. For any bylaw amendment that does not relate to the number of directors, the composition of the board, the term of office of the directors or the method or way in which directors are elected or selected, such bylaw amendment shall also be approved by the board of directors. This corporation shall keep at its principal office a copy of the bylaws, as amended, which shall be open to inspection by any member or board member at all reasonable times during office hours.

ARTICLE XIII

OPEN MEETINGS AND RECORDS

The board of directors shall ensure that it and the charter school operate in compliance with the Missouri Sunshine Law, Chapter 610, RSMo, regarding public meetings and public records.

Section 610.028, RSMo, requires that a body subject to the law adopt a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo. The board shall adopt an initial Sunshine Law Policy as required by law, and thereafter, the Chief Operations Officer is delegated the authority to make modifications to the policy, or to adopt more detailed policies, with notice to the board of directors. The Chief Operations Officer shall, at least annually, review the policy or policies to ensure they continue to ensure compliance with the Missouri Sunshine Law, due to possible legislative changes or court decisions.

The board of directors shall review and become familiar with the Sunshine Law and its requirements, and may do so by reference to the Missouri Attorney General's web pages or publications on the same.

The Chief Operations Officer and any persons designated to handle public records requests shall also review and become familiar with the Sunshine Law and its requirements, and may do so by reference to the Missouri Attorney General's web pages or publications on the same.

[Signature Page Follows]
CERTIFICATE

The foregoing bylaws were duly adopted as and for the bylaws of ______________ by the board of directors of this corporation.

________________________________________
Name:____________________________________

________________________________________
Name:____________________________________

________________________________________
Name:____________________________________

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APPENDIX B
Conflict of Interest Policy

The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy establishes expectations for governing board member conflicts of interest.

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. As a charter school, certain special state conflicts of interest policies apply as discussed herein.

Article II
Definitions

1. Interested Person

   Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

   A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or 

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Under Missouri law, the following are conflicts of interest. The Board has no discretion on whether these items present a conflict of interest. No person shall be appointed to the board unless they meet the following requirements. Any board member who is in violation of any of these requirements is ineligible to serve and shall immediately forfeit their office:

   a. No member of the Board shall hold any other office or employment from the board while serving as a member of the board.
b. No member of the board shall have any substantial interest (see section 105.450 RSMo for a definition) in any entity employed by or contracting with the board.

c. No member of the board shall be an employee of a company that provides substantial services to the charter school.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
Article IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and
d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining,
b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.
APPENDIX C

Sunshine Law (Chapter 610) Policy

RESOLUTION

WHEREAS, Section 610.023.1, RSMo, provides that a public governmental body is to appoint a custodian to maintain that body’s records and the identity and location of the custodian is to be made available upon request; and

WHEREAS, Section 610.026, RSMo, sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records; and

WHEREAS, Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.

NOW, THEREFORE, BE IT RESOLVED:

1. That (insert title of custodian) be and hereby is appointed custodian of the records of (insert name of public governmental body) and that such custodian is located at (insert specific location, including room, street, address, city and state).

2. That said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.

3. That the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided: (Insert fee schedule. Note: Fees may not exceed 10 cents per page for paper copies 9 by 14 or smaller, plus an hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time may be billed at actual cost.)

4. That it is the public policy of (insert name of public governmental body) that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law.
5. That (insert name of public governmental body) hereby closes all public records to the extent authorized by law.

6. That (insert name of governmental body) shall comply with sections 610.010 to 610.030, RSMo, the Sunshine Law, as now existing or hereafter amended.

APPENDIX D

Board Meeting Agendas

The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy establishes expectations for formulation of Governing Board agendas for official meetings of the Board...

SECTION 1. Development of Agendas

SECTION 1.1. Agendas shall be developed by the Board Chair, in consultation with the [school leader or other title] and the Executive Committee.

SECTION 2. Agenda Format

SECTION 2.1. The agenda shall contain the following, as appropriate:

a) Call to order  
b) Reading and acceptance of minutes from last meeting  
c) Committee reports  
d) Special orders (important business designation for consideration at this meeting)  
e) Unfinished business  
f) New business  
g) Announcements  
h) Open floor (optional)  
i) Adjournment

Note: If any of the agenda items is to be a closed session, that fact must be noted, with a reference to the statutory basis for closing that portion of the meeting and a general description (E.g., Closed session to discuss matters regarding individually identifiable personnel, to be closed pursuant to § 610.021(3) and (13), RSMo.)

SECTION 2.2. The agenda shall include at the top the name of the board, the location of the meeting and September 10, 2018 and start time of the meeting. The Agenda shall be posted to the public at the school offices and at the location of the meeting at least 24 hours before the time specified for the meeting. If the meeting will be conducted by telephone or other electronic means, the location
where the public may observe and attend the meeting or directions to access the meeting electronically must be provided.
The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy establishes expectations for conducting executive (closed) session meetings.

**Example motion to enter into a closed session:**

"I move that this meeting be closed, and that all records and votes, to the extent permitted by law, pertaining to and/or resulting from this closed meeting be closed under Section 610.021, subsection(s) ___, RSMo, for the purpose of (insert the language of the provision(s) cited)."

There must be a roll call vote to go into closed session or meeting and the vote and the basis for going into closed session must be included in the open meeting minutes.

*Please note that the public governmental body should only cite those subsections that are applicable to the material it intends to close (not a standard list of several subsections).*
APPENDIX F

Board Orientation

The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy will establish expectations for orienting new Governing Board members to roles and responsibilities, legal duties, as well as best practices in board service.

SECTION 1. Board Orientation

SECTION 1.1. Within 60 days, new members to school’s board shall participate in a formal training session provided by an agency qualified to provide training specific to charter schools and non-profit governance. At a minimum, this training shall include:

- Fiduciary Responsibilities of Boards
- Roles and Responsibilities
- Board Accountability
- Conflict of Interest
- Open Meetings and Open Records
- Best Practices in Charter School Governance

SECTION 1.2. Periodically or as required by law, the entire school board shall participate in a review of the topics covered in the orientation and specific topics relevant to efficient and effective board governance.

SECTION 2. Board Orientation Manual

SECTION 2.1. Each new board member shall receive a board orientation manual consisting, at a minimum, of the information listed below. Board manuals shall be periodically updated.

- Board By-laws
- Board Policies
- Code of Ethics for Board Members
- Conflict-of-Interest Policy
- Organization Chart
- Rules and Responsibilities of the Board
- Job Description of Officers and Other Members
- Committees
- Board Members, Biographies, and Contact Information
- Strategic Plan

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• Charter Document including Performance Goals and Objectives
• Board Calendar
• Financials
• Fundraising Plan
APPENDIX G

Board Member Development Opportunities

The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy supports the school board’s commitment to continuous growth and development of its board members to effectuate effective governance practices leading to high student achievement outcomes and strong stewardship of public funds.

SECTION 1. Scope of Activities

SECTION 1.1. The board regards the following as the kinds of activities and services appropriate for implementing this policy:

- Participation in conferences, workshops, and conventions held by state and national associations supporting charter schools, non-profits, or other related organizations
- Authorizer-sponsored training sessions provided for or required for board members
- Subscriptions to publications related to topics relevant to governance, charter schools, school reform, or other related topics.
- Speakers addressing topics of interest expressed by the board

SECTION 2. Board Development Requirements

SECTION 2.1. Each board member shall attend at least [1 day/____ hours] of professional training annual. The school may require evidence of participation or certificates of completion to demonstrate the requirement has been satisfied.

SECTION 3. Appropriation of Funds

SECTION 3.1. The school’s board shall appropriate adequate funds in the school’s annual approved budget to support and promote professional development opportunities for each of its board members and to satisfy the provisions of this policy.
The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy establishes expectations of ethical conduct by members serving on the school’s board. The school’s board collectively and its members individually shall at all times operate in the most ethical and conscientious manner possible.

SECTION 1. Board Authority Over Individual Authority

SECTION 1.1. Authority of the board rests only with the board as a whole and not with any individual board member unless expressly provided for in the board’s by-laws and/or through board resolution. As such, each member shall act accordingly.

SECTION 1.2. The board vests authority for management of the school in the [school leader/other title/management organization] and in good faith, shall not undermine the authority of the [school leader/other title/management organization] or intrude into responsibilities that appropriately belong in the scope of management, including, but not limited to such functions as hiring, transferring, or dismissing employees.

SECTION 1.3. The board shall make reasonable efforts to keep the [school leader/other title/management organization] informed of concerns or specific recommendations that any member of the board may bring forth to the board as a whole or a committee of the board.

SECTION 1.4. The board shall honor the established protocol and respective policy related to student, parent, or staff grievances.

SECTION 2. Duties and Responsibilities

SECTION 2.1. Board members agree to communicate on board related correspondence in a timely manner defined as no more than 24 hours.

SECTION 2.2. Board members shall reflect through action that his or first utmost concern is for the welfare of the students served by the school.
SECTION 2.3. Each member shall work diligently to uphold the mission of the school, to be an ambassador in the community for the school, and support the appropriate and efficient use of resources, including financial and human capital.

SECTION 2.4. Each board member shall uphold and enforce laws, rules, regulations, and other mandates pertaining to public charter schools.

SECTION 3.0. Accountability to Stakeholders and Community Relations

SECTION 3.1. Board members shall at all times maintain transparency in matters protected by law and shall endeavor to provide information in a timely, concise, and relevant manner to all stakeholders.

SECTION 3.2. Each board member shall be a positive ambassador for the school in the community and shall seek partnerships that enhance the school's programs, services, and resources.

SECTION 3.3. Board members shall regularly and systematically communicate information to stakeholders including, but not limited to academic achievement and fiscal health of the school.

SECTION 3.4. Board members shall, in a timely manner, communicate to the board or the [principal/other title/management organization] expressions of public reaction to board policies and school programs.

SECTION 4. Policy Development

SECTION 4.1. Board members shall regularly review and revise policies that improve the programs, services, safety, and practices of the school.

SECTION 4.2. Each board member shall make policy related decisions only after full discussion at publicly held board meetings following an established policy or procedure formally adopted by the board.

SECTION 5. Board Meetings

SECTION 5.1. To ensure proper execution of duties and active engagement in the work of the board, board members shall attend no less than [75%] all board meetings and functions sponsored by the board.

SECTION 5.2. To ensure proper execution of duties and active engagement in the work of the board, board members shall attend all meetings fully prepared to actively discuss and deliberate on matters requiring board attention or resolution. This extends to fully reviewing all documentation provided in advance of board
meetings including meeting agendas, minutes, and attached documentations supporting board discussion or action.

SECTION 5.3. Board members shall work in a spirit of harmony and cooperation in spite of differences of opinion or philosophy that may arise during discussion and resolution of issues.

SECTION 5.4. Each member shall comply with the provisions of the Open Meetings Act related to participating in executive/closed sessions.

SECTION 5.5. Board members shall maintain confidentiality of all discussions and other matters pertaining to board business during executive sessions of the board or related to matters or information protected by law.

SECTION 5.6. Each member shall in good faith make decisions related to the greater good as opposed to any particular segment or group.

SECTION 5.7. Each board member shall engage fully in discussion prior to casting a board vote and shall vote only on matters where the member has full understanding and adequate and appropriate information to make an informed decision.

SECTION 5.8. After casting a vote on any issue, each member agrees to abide by and support all majority decisions of the board.

SECTION 6. Personnel

Section 6.1. Board members shall only consider employment of personnel after receiving and fully considering the recommendation of the [school leader/other title/management organization.}

SECTION 6.2. Consideration for employment of the [school leader/other title/management organization] shall be made based on the needs and interests of the school. Decisions shall be made based on qualifications, experience, philosophy, verifiable performance, and fiscal feasibility related to compensation. All hiring decisions shall be made in accordance with the Equal Opportunity Employment Act and shall not be made based upon race, gender or national origin or other factors prohibited by law.

SECTION 6.3. Board members shall ensure regular and impartial evaluations of all staff and the appropriate supervisor or supervising body shall provide timely, written feedback related to formal evaluations.

SECTION 7. Financial Governance
SECTION 7.1. Board members shall refrain from and guard against use of any board member for personal or partisan gain or to benefit any person or entity over the interest of the school. Such gain refers to more than nominal or incidental amounts which would tend to impair or hinder independent judgment or action in the performance of official duties.

SECTION 7.2. Each board member shall require and regularly review financial information and shall ensure proper stewardship of public funds related to appropriate, efficient, and responsible use. In addition, each member shall carefully protect and monitor the fiscal health of the school and support actions which ensure sustainability of the school.

SECTION 8. Board Member Conduct

SECTION 8.1. Each board member shall conduct him or herself publicly in a manner befitting a public official and shall remember that personal actions and behavior reflect upon the school.

SECTION 8.2. Members shall communicate with fellow board members, staff, parents, and community members in a respectful, professional manner at all times.

SECTION 8.3. Each member shall refrain from any private action which would compromise the integrity, honor, function, or reputation of the board or the school.

SECTION 8.4. Every member of the board shall annually file a written statement acknowledging that he or she is in compliance with this Code of Ethics and supports the responsibilities of board service.
The Board of Gordon Parks Elementary School adopts the following policy, effective on September 10, 2018 by adoption of the Board.

This policy establishes provisions for maintaining official Governing Board records.

SECTION 1. Custody of Records
SECTION 1.1. All official records of the Governing Board shall be kept and safeguarded by the [school leader or other title] who shall also be responsible for the safekeeping of all official papers, including titles, contracts, obligations, and other documents which belong to the Board or pertain to its business.

SECTION 2. Records Availability for Inspection
SECTION 2.1. Governing Board records such as official minutes of the Board, its written policies, and its financial records shall be open for the inspection of any member of the community desiring to examine them during school hours.
SECTION 2.2. Records pertaining to individual students or staff members shall not be released for inspection by the public or any unauthorized persons, either by the Chief Operations Officer or other persons responsible for the custody of confidential files.

SECTION 3. Records Retention
SECTION 3.1. Records retention of Governing Board records shall follow the school's records retention schedule, which is compliant with state records retention mandates.
OPERATIONAL POLICIES
Reviewed, Revised, and Approved
September 2018
INTRODUCTION

The School Operation Model Board Policies are suggested policies to address the requirements from state and federal law and State Board of Education Rules applicable to charter schools in Missouri. Prior to adoption of model policies by a charter school governing board, each policy should be customized by adding the school’s name where indicated and by tailoring the language, where appropriate, to fit the school’s specific needs. MCPSA recommends that the Board of a charter school consult with the school’s legal counsel in connection with adopting and implementing the policies contained within this manual.

MCPSA plans to update the Model Board Policies for Charter Schools on an annual basis to reflect changes in applicable laws and regulations.

Scope of Service & Copyright Notice

This policy module prepared by the MCPSA is designed and intended as a resource of information for charter schools and is not to be construed as legal advice. It is a recommended practice for schools to obtain the advice of its legal counsel to ensure compliance with all applicable legal requirements.

This policy module and all updates are copyrighted publications of the MCPSA. All rights are reserved and will be enforced to the fullest extent of the law. The policy modules are for the sole use of the purchaser. Duplication and distribution in whole or in part are prohibited unless otherwise specifically authorized in writing by MCPSA.
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APPENDIX A

Civil Rights, Title IX, Section 504

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

The School assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance.

3. Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs and activities receiving Federal financial assistance. The provisions of Title IX apply to students with regard to educational opportunities and freedom from harassment, employees with regard to employment opportunities and freedom from harassment, and to individuals with whom the Board does business.


5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

The School shall appoint an administrator(s) to assure compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. The School may designate only one employee to serve as both the Title IX and Section 504 Coordinator. In that case, the individual must assume the responsibilities of both coordinators.

It is the policy of the School to process all grievances in a fair and expeditious manner, with the intent of resolving them in a mutually agreeable manner.
APPENDIX B

Official School Year and School Day

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

The Board will annually adopt a school calendar that will provide for a minimum of 1,044 hours of pupil attendance.

The length of the school day will meet State Department of Elementary and Secondary Education requirements for six (6) clock hours of instruction. A school year and school day, in excess of the state required minimum, may be recommended by the School leader and approved by the Board.

If the School is dismissed due to inclement weather after school has been in session for three or more hours, that day shall count as a full day. When the total hours lost due to inclement weather exceed the number of days built into the calendar will be made up in half or full day additions at the end of the school term.

The School shall be required to make up the first six (6) school days lost or canceled in excess of the days built in to the calendar due to inclement weather and half the number of days lost or canceled in excess of six days. For purposes of this Policy, “inclement weather” shall mean ice, snow, extreme cold, flooding or a tornado.
APPENDIX C

School Calendar

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Approval of Annual Calendar

SECTION 1.1. The Chief Operations Officer shall submit for approval by the Governing Board a calendar for the upcoming school year no later than [month] of each preceding year. The calendar shall specify the calendar dates of the school year for students, the work year for staff, holidays and breaks, and other critical activities and events. The annual calendar shall comply with the School’s policies and applicable regulations of the Missouri State Board of Education.

SECTION 1.2. No later than the last regularly scheduled board meeting in [month], the Governing Board shall officially adopt the upcoming school year calendar.

SECTION 1.3. Information pertaining to dissemination and publishing of the adopted calendar shall take place on the school’s website and via other communication channels no later than 6:00am.

SECTION 2. Authorization to Revise the Annual Calendar

SECTION 2.1. The Governing Board, upon recommendation by the Chief Operations Officer has the authority to make changes to the official school calendar through a duly adopted board resolution.
APPENDIX D

Fiscal Year

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

The fiscal year for the School shall be [July 1 – June 30.]
The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

School officials will submit to the Missouri Department of Elementary and Secondary Education all data and reports as required by law and/or by regulations of the Missouri State Board of Education. The Annual Report will be completed and submitted in accordance with department regulations.

The Annual Report will be available to all School patrons, and to each member of the General Assembly representing a legislative LEA that contains a portion of the School’s attendance area.
APPENDIX F

Public Inspection

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that
the policy is adopted by the Board.

As required by Missouri statutes, the School shall make available for public inspection, and provide
upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the
LEA in which the school is located the following information:

(1) The school's charter;

(2) The school's most recent annual report card published according to section 160.522;

(3) The results of background checks on the charter school's board members; and

(4) If operated by a management company, a copy of the written contract between the governing
board of the school and the educational management organization or the charter management
organization for services. The charter school may charge reasonable fees, not to exceed the rate
specified in section 610.026 for furnishing copies of documents under this subsection.
APPENDIX G

Title I

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

Parent Involvement

The Board recognizes the importance of parental involvement with the Title I program and will provide a variety of opportunities for parents to be involved in policy design and in the planning, implementation and review of Title I programs.

Reporting Requirements

Pursuant to the provisions of the Every Student Succeeds Act of 2017, the School will submit its Federal Title I LEA Plan, describing the School's Title I services.
APPENDIX H

Equal Educational Opportunity

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

It is the policy of the Board to provide a free and appropriate education for students with disabilities. Students with disabilities are those who, because of certain atypical characteristics, have been identified by professionally qualified personnel as requiring special educational planning and services. Students with disabilities will be identified on the basis of physical, health, sensory, and/or emotional handicaps, behavioral problems or observable exceptionalities in mental ability. It is possible that a student may have more than one type of disability.

The School’s programs and services available to meet the needs of these students will be in accordance with The Individuals with Disabilities Education Act, The Education for All Handicapped Students Act of 1975, The Rehabilitation Act of 1973, Section 504, and § 162.670 - .995 RSMo., Missouri Special Education Services. In addition, the identification of students with disabilities and the services provided by the LEA will be in accordance with the regulations and guidelines of the Missouri Department of Elementary and Secondary Education’s Current Plan for Part B of The Education of the Handicapped Act, as amended.
APPENDIX I

Students of Legal Age

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

Upon attainment of the age of eighteen (18), students will be deemed to be adults for purposes of educational records, placement and reporting.
APPENDIX J

Student Educational Records

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

The School will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

The parents/guardians of students who are attending or have attended the School have the right to inspect and review the educational records of their students and to request amendment of their students' educational records due to errors and/or omission. The School has adopted procedures for the granting of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

All information contained in a student's educational record, except information designated as directory information by the School, shall be confidential and shall be directly accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students.

Upon request by military recruiters or an institution of higher learning, the School will provide students' names, addresses and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent. Military recruiters will be provided the same access to students as is given to institutions of higher learning.
APPENDIX K

Health Information Records

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

Except as otherwise required to comply with the Individuals with Disabilities Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504), records containing student health information will be stored separately from other student records in a locked file cabinet or in a secure computer file.
APPENDIX L

School Safety Plan and Emergency Closing Procedures

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. School Safety Plan: The School will cooperate fully with local emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters.

SECTION 2. Emergency Suspension of School Operations or Activities

SECTION 2.1. The school [may/shall] abide by school closures for [school LEA.]

SECTION 2.2. The Governing Board further authorizes the Chief Operations Officer to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

SECTION 2.3. The Chief Operations Officer shall establish orderly procedures to assure that appropriate communications with students, staff, and other stakeholders are maintained before, during and after the abnormal conditions potentially or actually causing suspension of school operations or activities. At a minimum, instruction on obtaining information pertaining to suspension of school operations and activities for students, staff, and other stakeholders shall be published in the student and staff handbooks.

SECTION 2.4. School activities, defined as extracurricular events, activities, clubs, competitions, and the like, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The school leader or other school leader shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

SECTION 2.5. At the Chief Operations Officer discretion, school activities as defined above, may be canceled even after operation of a regular school day if conditions exist to warrant such suspension. The school leader or other school leader shall communicate with students and parents in a timely manner regarding the cancellation of these activities.
APPENDIX M

Communicable Diseases

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

A student shall not attend classes or other school-sponsored activities, if the student (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is liable to transmit the contagious or infectious disease, unless the School leader or its designee has determined, based upon medical evidence, that the student:

1. No longer has the disease.
2. Is not in the contagious or infectious stage of an acute disease.
3. Has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

School officials may require any child suspected of having a contagious or infectious disease to be examined by a physician and may exclude the child from school, in accordance with the procedures authorized by this policy, so long as there is a substantial risk of transmission of the disease in the school environment.

A student who has a chronic infectious disease, and who is permitted to attend school, may be required to do so under specified conditions. Failure to adhere to the conditions will result in the student being excluded from school. A student who has a chronic infectious disease and who is not permitted to attend school or participate in school activities will be provided instruction in an alternative educational setting in accordance with School policy.

Students with acute or chronic contagious or infectious diseases and their families have a right to privacy and confidentiality. Only staff members who have a medical reason to know the identity and condition of such students will be informed. Willful or negligent disclosure of confidential information about a student's medical condition by staff members will be cause for disciplinary action.

The School will implement reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health publication PACH-16, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the office of the School leader.
APPENDIX N

Distribution of Medicine

Please see statutory requirement regarding student self-administration of medicine: http://www.moga.mo.gov/statutes/C100-199/1670000627.HTM

The Gordon Parks Elementary Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.


SECTION 1.1. If the charter school employs a school nurse, the nurse (or another employee designated by the Chief Operations Officer) may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

SECTION 1.1.1. Prescription drugs must be in the original container, bear the name of the student, the name of the physician and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container.

SECTION 1.1.2. The appropriate approval form for medication must have been completed and signed by the parent or guardian for each medication.

SECTION 1.1.3. The school nurse or other designated employee shall keep a written report of medication taken by the student.

SECTION 1.2. The School reserves the right to refuse to administer certain types of medication (at the discretion of the school nurse or other employee authorized by the Chief Operations Officer) when such administration could prove harmful to staff or student without proper training or direction of a doctor.
APPENDIX O

Immunizations

Please see the following link for 2014-15 required immunizations:

The Gordon Parks Elementary Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. All students attending Gordon Parks Elementary are required to be in compliance with state programs mandating immunization against specific diseases. Failure to comply with School immunization requirements will result in exclusion from school until proof of compliance is provided. Homeless children will be granted a temporary twenty-four (24) hour grace period within which to submit proof of compliance.

SECTION 2. The School Leader shall institute procedures for the maintenance of health records, which are to show the immunization status of every student enrolled or attending the School, and for the completion of all necessary reports in accordance with guidelines prepared by the Department of Social Services-Missouri Division of Health.
APPENDIX P

Transportation

The Gordon Parks Elementary Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

The Governing Board of the Gordon Parks Elementary is committed to safe transportation of all students to and from school and events and hereby adopts the following policy effective on the date of adoption.

SECTION 1. Car Riders

SECTION 1.1. The School’s primary transportation method shall be parent or guardian drop off or pick up of students to and from school daily.

SECTION 1.2. To ensure the safety of all students, staff, and visitors, the school leader or authorized school leader shall establish procedures including, but not limited to: authorization processes for dismissal and pickup, drop off and pick up times, routes, supervision, and load/unload processes. These procedures shall be published in the student handbook each year and updated periodically as needed for efficiency and safety.

SECTION 1.3. Parents, guardians, day-care buses/vans, and other authorized individuals dropping off or picking up students shall comply with all procedures set forth by the Chief Operations Officer. The Chief Operations Officer is authorized to take measures (including debarment from access to the property) to address habitual non-compliance with the School’s transportation policy and procedures which infringe upon the safety of students, staff and visitors or which impedes the efficiency of arrival and dismissal processes.

SECTION 2. Busing

SECTION 2.1. When available, students may be transported to and from school in vehicles owned by the Gordon Parks Elementary or other approved vehicles, including charter buses or vans, which are compliant with applicable laws and state regulations related to transporting public school students (including obtaining a copy of the driver’s proof of legally required minimum insurance and the appropriate certifications from the Public Service Commission or similar certifying agency).

SECTION 2.2. For fieldtrips and other off-site events where transportation is provided, School shall procure the permission and medical release for students by parents or guardians and shall maintain records in accordance with the approved records retention schedule.

SECTION 2.3. For school-sponsored events, such as fieldtrips, priority of transportation to be used should be in the following order:

1. System or school owned buses
2. Alternate transportation
3. School employee's private vehicles
4. Parent's private vehicles
SECTION 2.4. Students shall be required to follow all safety regulations required of passengers riding on school vehicles.

SECTION 2.5. Students or children under the age of 18 who are not enrolled at School shall not be permitted to ride in vehicles provided by School.

SECTION 3. Walking and Biking.

SECTION 3.1. The School’s Governing Board recognizes the benefits of exercise, including walking and biking. However, to ensure the safety of all students, Gordon Parks Elementary prohibits unaccompanied minors under the age of 18 from walking or biking to and from school where established cross walks, crossing guards, or signage on streets within 1 mile of the school are not present.

SECTION 3.2. The School will accept or release students from the car rider area only to the care of a parent or guardian or other individual previously approved in writing by the parent or guardian.
APPENDIX Q

Building Maintenance

The Board of Gordon Parks Elementary adopts the following policy effective on the date of adoption by the Board.

Safe and adequate grounds shall be maintained for the educational and recreational programs of children. The Governing Board shall maintain the building(s) and equipment though a continuous program of assessment, repair, reconditioning, and remodeling. [The Board’s Facilities Committee], in collaboration with the Chief Operations Officer shall develop and implement capital improvement projects that ensure proper maintenance of the school in accordance with the approved budget.

The Chief Operations Officer shall manage janitorial and custodial staff in maintaining all school facilities and grounds.
APPENDIX R

Student Group Use of Facilities

The Board of _Gordon Parks Elementary adopts the following policy effective on the date of adoption by the Board.

Pursuant to the Equal Access Act, the Board will provide an opportunity for student-initiated non-curricular groups to conduct meetings on school premises, during non-instructional time, and will not discriminate against students on the basis of the religious, political or philosophical content of the speech at such meetings.
APPENDIX S

Procurement

The Board of Gordon Parks Elementary adopts the following policy effective on the date of adoption by the Board.

Any procurement of goods and services up to $50,000 shall be made by Chief Operations Officer. Any procurement of goods and services exceeding $100,000 shall require the release of a request for proposal (RFP) and governing board approval. All purchases shall be in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to, price, quality, availability, timelines, reputation and prior dealings.

The School shall not purchase any goods or services from any member of the governing board, an immediate family member of any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the conflict of interest or any potential conflict of interest and after the consideration set forth in paragraph 1 above.

This policy applies to purchases made using non-federal funds. As a condition of the receipt of certain federal funds, federal procurement requirements still apply.
APPENDIX T

Solicitations of Staff and Students

The Board of Gordon Parks Elementary School adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Approval of Solicitation

SECTION 1.1. The Board maintains that employees have the right to privacy and shall have the freedom to perform professional duties in an environment uninterrupted by solicitations from colleagues or from outside agencies without approval of the Chief Operations Officer. Solicitation within the school must have prior approval of the Chief Operations Officer.

SECTION 1.2. Prior to each school year the Board shall approve an annual Fundraising Plan.

SECTION 1.3. No fund raising organizations shall be permitted to solicit funds from students or employees without prior approval from the Chief Operations Officer. Charitable organizations’ solicitations must be approved annually.

SECTION 1.4. Door-to-door collection shall be prohibited for all students.
APPENDIX U

Student and Classroom Observations

*Note Family Educational Rights and Privacy Act Requirement

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1.1. While the School acknowledges that some educational benefit may be derived from third parties wishing to conduct classroom observations for research purposes for educational products or services, it is the responsibility of the School to protect the privacy of all students.

SECTION 1.2. Requests for observations by an outside educational or clinical professional must be submitted in writing to the Chief Operations Officer for consideration at least two weeks in advance of the requested observation. The request must include the name and credentials of the professional who will be observing the classroom, the purpose of the classroom observation, the data that will be collected and a certification that the third party will comply with the Family Educational Rights and Privacy Act (“FERPA”) and any other applicable state or federal laws pertaining to student privacy. In addition, the third party may be required to execute a confidentiality agreement.

SECTION 1.3. The school leader or other school leader must provide parents of students in the classroom written notice of a third party’s desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

SECTION 1.4. If the outside professional is approved for the observation, all data collected shall be provided to the Chief Operations Officer.

SECTION 1.5. Upon request, the Chief Operations Officer may, at his/her discretion, grant permission for visits by outside service providers who currently provide private educational or therapy services to a current student. To minimize disruption to the instructional program, outside service providers must comply with the guidelines for all visitors plus the following additional guidelines: (1) the third party must currently provide educational or therapy services to the student; (2) provide the Chief Operations Officer an appropriate Release of Confidential Information under the Family Educational Rights and Privacy Act (FERPA), signed by the parent/guardian; (3) have the parent/guardian coordinate the observation date and time; (4) limit the observation to one hour unless an extended time period has been granted in advance of the scheduled observation; and (5) conduct the session in such a manner that allows the regular school program to continue during the visit by refraining from engaging the attention of the teacher or student(s) through conversation or other means.
APPENDIX V

School Attendance

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The Board shall abide by the compulsory attendance laws of the state, with the exception of those students who may be excused from full-time attendance by the School Leader. Individual petitions for any deviation from full-time attendance shall be considered by the School Leader on the merits of the individual student's application and in compliance with state law and regulations.

SECTION 2. Students may attend the School on a part-time basis as provided by state law and regulations of the Board.

SECTION 3. In order to receive maximum benefit from the instructional activities, students are expected to be in school each day unless excused for legitimate reasons. Students and parents must assume responsibility for being punctual and regular in attendance.

SECTION 4. Attendance Rules.

SECTION 4.1. Absences will be classified as excused or unexcused. Excused absences are those due to emergencies such as:
   a) Personal illness or attendance in school endangers a student’s health or the health of others.
   b) A serious illness or death in a student’s immediate family necessitating absence from school.
   c) A court order or an order by a governmental agency mandating absence from school.
   d) Observance of religious holidays.
   e) Conditions rendering attendance impossible or hazardous to student health or safety.
   f) A student whose parent or legal guardian is in military service in the armed forces of the United States or the National Guard, and such parent or legal guardian has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting, shall be granted excused absences, up to a maximum of five school days per school year, for the day or days missed from school to visit with his or her parent or legal guardian prior to such parents or legal guardians deployment or during such parents or legal guardian leave.

SECTION 4.2. Unexcused absences are all failures to attend school other than those specifically listed above.

SECTION 4.3. If a student is absent from school, the student must bring an excuse from home the day the student returns.

SECTION 4.4. When the student is absent, the school will attempt to contact the parent to determine the cause of absence. However, the written excuse must be brought, whether or not a contact is made by phone. The school leader designee for absentee calls will maintain an accurate phone log.

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SECTION 4.5. All work missed due to illness must be made up by the student within a reasonable time or the student risks not receiving credit for the missed work. It is the student’s responsibility to make arrangements with the teacher for make-up work.

SECTION 4.6. In order to participate in an extracurricular or after school activity, a student must be in attendance on the school day of the activity.

SECTION 4.7. For each absence beyond ten (10), students must bring an excuse from a doctor, dentist, health center, etcetera, or court for the absence(s) to be excused.
APPENDIX W

Student Attendance and Accounting

The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

An accurate accounting of student attendance, transportation and food service records shall be kept by the School. The records will be in accordance with state law and appropriate regulations of the Missouri Department of Elementary and Secondary Education.

The School Leader will be responsible for maintaining student attendance accounting, and for submitting monthly reports of such records to the Board, which will in turn be responsible for preparing reports to be submitted to the appropriate state offices.
APPENDIX X

Eye Protection

The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

Every student, teacher and visitor is required to wear an industrial quality eye protective device when participating in or observing any of the following:

(1) Vocational, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: Hot molten metals, or other molten materials; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding, or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials;

(2) Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations or other hazards not enumerated.

"Industrial quality eye protective devices" means devices meeting the standards of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z87.1-1968, and subsequent revisions thereof, approved by the American National Standards Institute, Inc.
APPENDIX Y

Course Requirements – Constitution, American History, Missouri Government, Civics

The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

1. If the school offers seventh and eighth grade education the school shall offer regular courses of instruction in the Constitution of the United States and of the state of Missouri and in American history and institutions, which shall begin not later than the seventh grade and continue in high school to an extent determined by the state commissioner of education.

2. If the school offers high school education the school shall offer in grade nine, ten, eleven, or twelve a course of instruction in the institutions, branches and functions of the government of the state of Missouri, including local governments, and of the government of the United States, and in the electoral process. Each pupil who receives a high school diploma or certificate of graduation shall satisfactorily complete such a course of study. Such course shall be of at least one semester in length and may be two semesters in length. The school may waive the requirements of this subsection for any student who transfers from outside the state to a Missouri high school if the student can furnish documentation deemed acceptable by the school of the student's successful completion in any year from the ninth through the twelfth grade of a course of instruction in the institutions, branches, and functions of state government, including local governments, and of the government of the United States, and in the electoral process.

3. American history courses at the elementary and secondary levels shall include in their proper time-line sequence specific referrals to the details and events of the racial equality movement that have caused major changes in United States and Missouri laws and attitudes.

4. No pupil shall receive a certificate of graduation unless he has satisfactorily passed an examination on the provisions and principles of the Constitution of the United States and of the state of Missouri, and in American history and American institutions, and American civics. The civics portion of the examination shall consist of one hundred questions similar to the one hundred questions used by the United States Citizenship and Immigration Services administered to applicants for United States citizenship. The civics examination requirement may be waived for any student with a disability if recommended by the student’s IEP committee.
The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

Pursuant to the Missouri Reading Instruction Act (Section 170.014) the school shall have reading programs in kindergarten through grade three based in scientific research. Such programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension, and all new teachers who teach reading in kindergarten through grade three shall receive adequate training in these areas. The program may include "explicit systematic phonics", which, for the purposes of this section, shall mean the methodology of pronouncing and reading words by learning the phonetic sound association of individual letters, letter groups, and syllables, and the principles governing these associations.
The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

Pursuant to Missouri law (section 170.015):

SECTION 1. Any course materials and instruction relating to human sexuality and sexually transmitted diseases shall be medically and factually accurate and shall:

(1) Present abstinence from sexual activity as the preferred choice of behavior in relation to all sexual activity for unmarried pupils because it is the only method that is one hundred percent effective in preventing pregnancy, sexually transmitted diseases and the emotional trauma associated with adolescent sexual activity, and advise students that teenage sexual activity places them at a higher risk of dropping out of school because of the consequences of sexually transmitted diseases and unplanned pregnancy;

(2) Stress that sexually transmitted diseases are serious, possible, health hazards of sexual activity. Pupils shall be provided with the latest medical information regarding exposure to human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), human papilloma virus, hepatitis and other sexually transmitted diseases;

(3) Present students with the latest medically factual information regarding both the possible side effects and health benefits of all forms of contraception, including the success and failure rates for the prevention of pregnancy and sexually transmitted diseases; or shall present students with information on contraceptives and pregnancy in a manner consistent with the provisions of the federal abstinence education law, 42 U.S.C. Section 710;

(4) Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual activity and the consequences of adolescent pregnancy, as well as the advantages of adoption, including the adoption of special needs children, and the processes involved in making an adoption plan;

(5) Teach skills of conflict management, personal responsibility and positive self-esteem through discussion and role-playing at appropriate grade levels to emphasize that the pupil has the power to control personal behavior. Pupils shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations, such as respect for one's self and others. Pupils shall be taught not to make unwanted physical and verbal sexual advances or otherwise exploit another person. Pupils shall be taught to resist unwanted sexual advances and other negative peer pressure;

(6) Advise pupils of the laws pertaining to their financial responsibility to children born in and out of wedlock and advise pupils of the provisions of chapter 566 pertaining to statutory rape.

SECTION 2. When providing human sexuality instruction students may be separated according to gender for instructional purposes.

SECTION 3. The school shall notify the parent or legal guardian of each student enrolled in the school of:

(1) The basic content of the district's or school's human sexuality instruction to be provided to the student; and

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(2) The parent’s right to remove the student from any part of the district’s or school’s human sexuality instruction.

(3) All curriculum materials used in the human sexuality instruction shall be available for public inspection pursuant to chapter 610 prior to the use of such materials in actual instruction.

(4) The school will not provide abortion services, or permit a person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students if such person or entity is a provider of abortion services.
APPENDIX BB

Textbooks

The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

SECTION 1. The term "textbook" means workbooks, manuals, or other books, whether bound or in loose-leaf form, intended for use as a principal source of study material for a given class or group of students, a copy of which is expected to be available for the individual use of each pupil in such class or group.

SECTION 2. The school shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through twelve, and may purchase textbooks and instructional materials for prekindergarten students.

SECTION 3. Only textbooks filed with the state board of education pursuant to section 170.061 shall be purchased and loaned under this section. No textbooks shall be purchased or loaned under this section to be used in any form of religious instruction or worship.
APPENDIX CC

Grading and Reporting

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Grading.

SECTION 1.1. The Governing Board shall vest responsibility in the Chief Operations Officer for developing a grading scale which comports with the school’s instructional philosophy, curriculum, and state mandates.

SECTION 1.2. Teachers shall use a variety of methods to assess student progress.

SECTION 2. Reporting.

SECTION 2.1. A report card will go home every [quarter].

SECTION 2.2. The report card shall provide accurate reporting of student progress against academic and other standards based on qualitative and quantitative evidence collected on classroom work, projects, tests, quizzes, performance based tasks, observations, and other evidence.

SECTION 2.3. Cumulative grades shall be transferred to students’ individual permanent school record and report cards and permanent records shall be maintained in the student’s files according to the adopted records retention schedule.

SECTION 2.4. Teachers are expected to maintain regular communications with parents by providing timely return of graded classwork and convening informative student conferences.
APPENDIX DD

School Admissions

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The School shall enroll only students that reside in the Kansas City Public School LEA or students eligible to attend under an urban voluntary transfer program or nonresident students who transfer from an unaccredited district, provided that the charter school is an approved charter school, as defined in section 167.131, and subject to all other provisions of section 167.131. This Charter School does not limit admission based on race, ethnicity, national origin, sexual orientation, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

SECTION 2. If capacity of the School is insufficient to enroll all students who submit an application during the open enrollment period (established in March of each year), the School will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission.

See Section 160.410 RSMo, which allows charter schools to make exceptions to the equal chance of admissions practice for geographic areas around the school, children whose siblings attend the school or whose parents are employed at the school as well as for high risk students in certain instances.

SECTION 3. Students will not be required to complete any test or measure in order to be admitted to School. Once students are formally enrolled, formal and informal assessments may be administered to determine the most appropriate instructional plan and placement for each student.

SECTION 4. Registration.

SECTION 4.1. Regardless of when mailed, all applications for School must be physically present in the administrative office of School located at [school address] on or before [time p.m.] on [month day]. In the event School is closed on [month day], all applications must be received by [time] p.m. the Monday immediately following [month day].

SECTION 4.2. All applications must be complete. Regardless of reason, failure to have a completed application package in the office of School by this deadline may constitute a waiver of inclusion in the lottery for the following school year.

SECTION 4.3. In order to complete the registration process the following must be received by School: completed enrollment application (including the release of records and all required supporting documentation (such as proof of residency, immunizations). Applications timely received but are incomplete due to circumstances beyond the control of the applicant may be included in the lottery at the discretion of the Chief Operations Officer with a right of appeal to the Governing Board.

SECTION 4.4. The School STRONGLY encourages all applicants to HAND deliver their application to the administrative offices of School. Any applications not present in the School offices by the deadline will be deemed to have waived participation in the lottery regardless of reason.

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SECTION 4.5. The School’s admission procedures will be published annually.

SECTION 4.6. A register of all complete applications, received in a timely manner, will be maintained in the School’s office for review by applicants. Applicants are required to assure their application is registered prior to the deadline.

SECTION 4.7. Priority for enrollment will be given in the following order in accordance with the approved charter petition:

1. CURRENTLY ENROLLED STUDENTS

2. FACULTY, STAFF AND BOARD MEMBER CHILDREN: Children of full time faculty and full time instructional staff*.

*Full time instructional staff hired after the lottery date for the following school year will be given priority over Governing Board children.

3. SIBLINGS: Siblings of students currently enrolled on the date of the lottery

4. OTHERS: All other eligible students

SECTION 5. Lottery.

SECTION 5.1. When more registrants than seats in a class, grade level, or the school have been received, a public lottery shall be held.

SECTION 5.2. The lottery process shall be published in advance and articulated prior to commencement of the lottery.

SECTION 5.3. The lottery shall be observed and certified by a third party individual.

SECTION 6. Wait List.

SECTION 6.1. Lottery positions and waiting list positions will not be secured from year to year. Those offered the opportunity to enroll from the waiting list will have [three] days to complete the enrollment process before the opening will be offered to the next student on the waiting list.

SECTION 6.2. It is the responsibility of the wait listed parent or guardian to provide updated contact information including a phone number and address, and an email if possible.

SECTION 6.3. Waitlist parents must also provide an emergency contact person in the event they cannot be reached regarding an opening. Failure to keep updated information throughout the school year resulting in an inability to notify the parent of an opening waives the student’s placement on the waitlist.

SECTION 6.4. A school designee shall contact the next person on the wait list if a slot becomes available. Contact may be made by phone, and if available, by email. Every effort will be made to reach the individual in person; however, if this is not possible, a message will be left on the phone and/or email.

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SECTION 6.5. The parents will be given 72 Hours to contact the School and make a decision to accept the opening. If contact or a decision is not made within this time frame, the next student on the wait list is extended the offer.
APPENDIX EE

Student Fees

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

No fees shall be charged for enrollment, supplies, equipment or costs attributable to courses of study, which are offered for credit. Students shall be required to pay for materials, which are used in constructing projects or other items, which are to be removed from the school, and are thereby the property of the student.

Students may be charged fees or admission for participation in activities, which are voluntary, such as attendance at school athletic, or other co-curricular events. The fee schedule for such events shall be submitted to the Board for approval annually.
APPENDIX FF

Student Records

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The School will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

SECTION 2. The parents/guardians of students who are attending or have attended the School have the right to inspect and review the educational records of their students and to request amendment of their students' educational records due to errors and/or omission. The School has adopted procedures for the granting of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

SECTION 3. All information contained in a student's educational record, except information designated as directory information by the School, shall be confidential and shall be directly accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students.

SECTION 4. Upon request by military recruiters or an institution of higher learning, the School will provide students' names, addresses and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent. Military recruiters will be provided the same access to students as is given to institutions of higher learning.
APPENDIX GG

Fieldtrips and Enrichment Activities

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Fieldtrips and Enrichment Activities.

SECTION 1.1 All field trips and enrichment activities should be a cooperative activity involving teachers, pupils, administrators and parents.Trips/activities should be carefully planned for timely implementation as part of the instructional, co-curricular, or extracurricular programs of the school.

SECTION 1.2. The school leader or their designee has the responsibility of developing a field trip and enrichment activity manual. This handbook furnishes guidelines for field trips and enrichment activities, planning information; parental permission forms, solicitation letters, and approved categorized lists of recommended field trips/activities. The handbook is to be revised and approved annually when necessary.

SECTION 1.3. Annual field trip plans for school day instructional trips should be developed by each teacher early in the school year and submitted to the Chief Operations Officer for approval.

SECTION 2. Board Notification.

The school leader shall inform the Board of approaching field trips that are overnight or out-of-state.

SECTION 3. Documentation.

Appropriate parental permission forms must be received and kept on file for students to participate in any field trip.

SECTION 4. Unauthorized Fieldtrips.

Unless approved by the Administrator(s), trips organized by teachers in conjunction with parents or other non-school organizations to any destinations during holiday periods (for example, Summer, Thanksgiving, Winter Break, Spring Break) will not be recognized by the Governing Board as approved field trips. The Governing Board assumes no liability for such trips. The use of school staff during the regular work day, school facilities, and school supplies for planning such trips is prohibited. The recruitment of students for such trips, or communicating information related to such trips should not occur on school property.
APPENDIX HH

Volunteers and Chaperones

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The School encourages participation of parents and citizens of the community to volunteer in the school in order to serve as additional resources to the teachers and students. Prior to serving as a volunteer, each individual who may have unsupervised contact with a child must complete an application for the position, have a satisfactory criminal records check, and have a satisfactory check of the child abuse/neglect records maintained by the Missouri Department of Social Services.

SECTION 2. Chaperone Duties and Responsibilities.

SECTION 2.1. All students must ride in school provided transportation both to and from the fieldtrip and during transport during a fieldtrip to multiple locations. At no time will students ride in cars unless prior approval by administration is granted in writing.

SECTION 2.2. School staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically to supervision of these students; however, they also retain responsibility for general supervision and safety of all Gordon Parks Elementary students.

SECTION 2.3. Adults observing behavior by students or other adults that is contrary to school policy or procedure shall immediately report the incident to a Gordon Parks Elementary staff member or administration.

SECTION 2.4. School staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. School staff may not delegate this responsibility to a chaperone or any other person.

SECTION 2.5. The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.

SECTION 2.6. Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times.

SECTION 2.7. Chaperones may not bring siblings of their child who is attending the trip.

SECTION 2.8. Chaperones may not leave the group or venue at any time during the course of a fieldtrip from departure from the school to arrival at the school after the trip. Chaperones and School staff are expected to participate in all activities planned as part of a field trip itinerary.

SECTION 2.9. Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a fieldtrip from departure from the school to arrival at the school after the trip. Chaperones should refrain from socializing with other chaperones or School staff while supervising students.
SECTION 2.10. Chaperones should ensure that all students remain seated on the bus and monitor student behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.

SECTION 2.11. Students should be escorted into and out of public bathrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom.

SECTION 2.12. Students should never be left unattended by an adult.

SECTION 2.13. Students should remain with their specific chaperone unless authorized by a Gordon Parks Elementary staff member.

SECTION 2.14. Students who become ill during the course of a field trip should be brought to a Gordon Parks Elementary staff member. Parents of the student should be promptly contacted by the Gordon Parks Elementary staff member. The School staff member and chaperone will work collaboratively to ensure the child is properly attended.

SECTION 2.15. All procedures and rules specific to a field trip shall be strictly adhered to by all parents, students, and Gordon Parks Elementary staff.
APPENDIX II

Parents and Student Complaints and Grievances

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Purpose and General Policy Provisions Related to Resolution of Concerns.

SECTION 1.1. Students and parents have the right and responsibility to express school related concerns and grievances to the faculty and administration. Students and parents shall be assured the opportunity for an orderly presentation and timely review of concerns.

SECTION 2. Process. The faculty and administration shall make an honest and forthright effort to resolve grievances as quickly as possible at the most immediate level of authority.

SECTION 2.1. The levels of lowest levels of authority shall be as follows:

1. Classroom related concerns – teachers
2. School related concerns (including policies, procedures, administration, unresolved classroom related concerns, etc.) – [school leader or other title]
3. Appeals – Governing Board Grievance Committee
   Decisions rendered by the Governing Board shall be considered final.

SECTION 2.2 Any teacher, staff member, or administrator shall have the authority to table any meeting considered to be unproductive, threatening, hostile, inappropriate, or lacking appropriate representation.

SECTION 3. All Appeals to the Governing Board Grievance Committee must be submitted in writing and submitted [insert process].
APPENDIX JJ
Technology Acceptable Use Policy

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Internet Use and Safety.
The School recognizes that computers and the Internet have educational purpose when used properly. The School will take all measures necessary to provide individual users, both students and administrators, with the understanding and skills necessary to use the Internet appropriately in ways that meet educational needs and personal safety. However, there is always the risk that some students might encounter information on the Internet that could be of potential harm or inappropriate to the student. While the School will inform students on the appropriate use of email and Internet safety and will take all necessary measures to ensure students use computers and the Internet consistent with the terms of this policy, due to the uncontrollable nature inherent to the Internet, the School cannot guarantee the Internet and computer environment for its students. The School does comply with the Children’s Internet Protection Act (CIPA) and uses available filtering software.

SECTION 1.1. The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

SECTION 2. Staff Responsibilities for Use of Technology
- Develop and help students develop the skills needed to discriminate among information sources, to identify information appropriate to age and developmental levels, and to evaluate and use information to meet educational goals;
- Supervise and/or monitor all to whom one grants access to technology resources regarding implementation of this policy;
- Take an active role in ensuring that students and their parents are aware of the individual student’s responsibility to use technology resources in an ethical and educational manner.
- Supervise student Internet and computer usage.

SECTION 3. Student Responsibilities for Use of Technology
- Obtain parental permission before using any school computer on the Internet
- Never give out personal or family information such as phone numbers, credit card numbers, or home addresses.
- Never arrange for a face-to-face meeting with a stranger and never respond to abusive or suggestive messages. Report all such instances immediately to a teacher or member of the technology staff.
- Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.

SECTION 4. Network User Responsibilities
- Use of the LEA’s technology resources must be in support of education and research consistent with the educational objectives of the School.
- Comply with all rules and laws regarding access and copying of information as prescribed by Federal, State, or local law, and Internet providers.

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• Be polite and appropriate. Adhere to all standards of courtesy, etiquette, and existing board policies as they may be interpreted to apply to technology resources.
• Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known breeches of security must be reported to the school leader or authorized school leader.
• Be aware that network files and electronic mail are not guaranteed to be private. School technology personnel shall have access to all files.
• Do not permit others to use your account.

SECTION 5. Unacceptable Uses Include, but are not limited to:
• Providing unauthorized or inappropriate access to LEA technology resources.
• Any attempt to harm or destroy data of another user or other networks connected to the Internet.
• Activities involving the loss or unauthorized use of others’ work.
• Distribution or use of obscene, abusive, or threatening material.
• Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
• Knowingly wasting technology resources.
• Physical abuse of the equipment.
• Using technology resources in ways that violate school policies and behavior standards.
• Degrading or disrupting equipment or system performance.
• Installing unauthorized software on school computers, or any violation of copyright established for computer software.
• Knowingly uploading or creating computer viruses.

SECTION 6. Internet Use Agreement
To support and respect each family’s right to decide whether or not their child may have access to this resource, no child will be allowed to operate a computer to access the Internet unless all parties commit to responsibility by completing the School Internet Use Agreement. No child will be allowed to operate a computer to access the Internet without direct adult supervision.

SECTION 7. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.
APPENDIX KK

Drug Free Schools

The Governing Board of Gordon Parks Elementary adopts the following regulation effective on the date that the policy is adopted by the Board.

SECTION 1. Pursuant to requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and to the requirements of the Safe Schools Act, and for the purpose of preventing the use of illicit drugs and alcohol by students, the School shall provide age-appropriate, developmentally based drug and alcohol education and prevention programs to all students. (See also Policy 6130 - Drug Education.) Such programs will address the legal, social and health consequences of drug and alcohol use, and provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol.

SECTION 2. The School shall provide information about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to students. Students may be required to participate in such programs in order to avoid suspension or expulsion if they are found to be in violation of this policy. All parents/guardians and students shall annually be provided with a copy of this policy.

SECTION 3. The School certifies that it has adopted and implemented the drug prevention program described in this policy in the form required by the Department of Elementary and Secondary Education or the United States Department of Education. The School conducts a biennial review of such program to determine its effectiveness, to implement necessary changes and to ensure that the disciplinary sanctions are consistently enforced.
APPENDIX LL

Truancy, Child Abuse, and Educational Neglect

The Governing Board of Gordon Parks Elementary adopts the following regulation effective on the date that the policy is adopted by the Board.

SECTION 1.
In accordance with 201.115 RsMo educators in Missouri have the duty to report suspected truancy, child abuse and educational neglect to the Missouri Children’s Division.

SECTION 2. Mandate.
Any school official or employee who knows or has reasonable cause to suspect that a student is being subjected to home conditions or circumstances which would reasonably result in truancy will immediately report or cause a report to be made to the School Leader, or his/her designee, who will then become responsible for making a report via the Student Abuse Hotline to the Children’s Division. The School Leader shall inform the Board that a report has been made and keep the Board apprised of the status of the case.

SECTION 2.1
An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Missouri Children’s Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.
APPENDIX MM

Discipline

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Purpose

SECTION 1.1. The School’s discipline policy sets out the rules of student behavior applicable to all students and the procedures for imposing discipline on students who violate these rules. In general, discipline is designed to correct a student’s misconduct and to encourage the student to be a responsible citizen of the school community. Disciplinary actions will be in proportion to the severity of the unacceptable behavior, its impact on the school environment, the student’s age and grade level, the student’s previous discipline history, and other relevant factors.

The disciplinary process may include due consideration of student support services that may be available through the school, the school system, other public entities, or community organizations. Where feasible, the School prefers to reassign disruptive students to alternative educational settings rather than to suspend or expel such students from school.

Parental notification and parental involvement are essential to any effort to modify a student’s inappropriate behavior. The intent of this policy will only be effective if parents and guardians, teachers, and school administrators work together to improve student behavior and enhance academic performance.

The Board authorizes the immediate removal of a student upon a finding by a School Leader that the student poses a threat of harm to self or others, as evidenced by the prior conduct of such student. Any such removal will be subject to the appropriate due process procedures and in accordance with law.

No student may be confined in an unattended locked space except in an emergency situation while awaiting the arrival of law enforcement personnel. For the purpose of this policy, a student is unattended if no person has visual contact with the student, and a locked space is a space that the student cannot reasonably exit without assistance.

SECTION 2. Enforcement

Building School Leaders are responsible for the development of additional regulations and procedures regarding student conduct needed to maintain proper behavior in schools under their supervision. All such regulations and procedures shall be consistent with Board-adopted discipline policies.

Teachers have the authority and responsibility to make and enforce necessary rules for internal governance in the classroom, subject to review by the building School Leader. The Board expects each teacher to maintain a satisfactory standard of conduct in the classroom. All LEA staff is required to enforce LEA policies, regulations and procedures in a manner that is fair and developmentally appropriate and that considers the student and the individual circumstances involved.
All employees of the LEA shall annually receive instruction related to the specific contents of the LEA’s discipline policy and any interpretations necessary to implement the provisions of the policy in the course of their duties including, but not limited to, approved methods of dealing with acts of school violence, disciplining students with disabilities and instruction in the necessity and requirements for confidentiality.

SECTION 3. Investigation Process

When a violation of school rules is reported or suspected, the school leader or designee will determine whether an investigation is warranted and, if so, will instruct appropriate personnel to conduct an investigation. The investigation should include interviews with the alleged perpetrator(s), victim(s), identified witnesses, teacher(s), staff members, and others who might have relevant information. Written statements should be obtained from all individuals who are interviewed. Video surveillance, if available, should be reviewed and secured. Any other physical and documentary evidence should be collected and preserved. School counselors, school social workers, school police, and other support staff should be utilized for their expertise as determined by the circumstances of the matter. At an appropriate time during or after the investigation, the parent or guardian will be notified. However, if the incident involves an injury or similar situation, appropriate medical attention should be provided, and the parent or guardian should be notified immediately.

SECTION 4. Definitions of Disciplinary Methods

4.1. In-School Suspension
Defined as the removal of a student from regular classes and assignment to an in-school suspension setting in the local school. The student’s teachers send class assignments to in-school suspension. The student may not attend or participate in extracurricular activities while assigned to in-school suspension.

A teacher may request that a student who has been assigned to in-school suspension be allowed to attend his/her class (such as lab classes). The granting of this request is limited to cases where it is extremely important that a class not be missed or where a class cannot be made up at a later date. The school leader has the final decision.

For minor offenses, in lieu of in-school suspension, and upon student or parent request, students may be given the option of school service (i.e., picking up trash on the school grounds, cleaning lunchroom tables, etc.), provided the school service is age-appropriate, supervised, and does not include restroom duties.

4.2. Out-of-School Suspension
Defined as the removal of a student from school (or school bus) for one to ten school days. The School Leader may impose an out-of-school suspension of up to ten school days. Schoolwork missed during 1-3 day suspensions may be made up when the student returns to school. For suspensions of 4-10 school days, parents/guardians may request schoolwork and pick up the schoolwork during school hours.

Long-term suspension is defined as the removal of a student from school (or school bus) for more than ten school days but not beyond the current school semester. Only the Student Evidentiary Hearing Committee (defined below) or the school’s governing board may impose long-term suspension.
A student on long-term suspension who has not been referred to an alternative school may not receive homework, make up work, or take semester exams unless allowed to do so by the Student Evidentiary Hearing Committee or the school's governing board. A student on long-term suspension is not allowed on school property and may not participate in any school activities or school functions.

In some cases (limited to one per student per academic year), the school leader may temporarily postpone a student’s suspension if the offense was committed at a critical time in the academic calendar (i.e., immediately before final exams). This does not apply to offenses that are violations of state or federal law or that involve weapons, violence, or drugs.

4.3. Expulsion
Defined as the removal of a student from school (or school bus) for a specified period of time beyond the current semester. Only the Student Evidentiary Hearing Committee or the school’s governing board may impose expulsion.

A student who has been expelled may not attend any school within the LEA but may apply for readmission after six months.

4.4. Alternative School
A student who is removed from his/her local school for more than 10 school days may be allowed to attend an alternative school for instruction, academic support, and counseling. Alternative school enables a student to take academic classes that allow the student to keep up with the course credit requirements toward graduation. The student may not return to his/her school or any other school or attend any extracurricular activities while attending an alternative school pursuant to a long-term suspension or expulsion.

4.5. Probation
“Probation” means that a student is placed on a trial period during which the student is expected to maintain good behavior. A student found guilty of certain offenses may be placed on probation by the School Leader, a local formal hearing officer, the Student Evidentiary Hearing Committee, the Disciplinary Action Review Committee, or the school’s governing board. Violation of a local school or school system rule while on probation may result in further disciplinary action, including a possible referral to the Student Evidentiary Hearing Committee.

4.6. Restrictions on School Activities
Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, [including the prom or graduation exercises] if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the school leader for permission for the student to participate in school-sponsored activities. If denied permission by the school leader, the parent or guardian may appeal to the school’s governing board. The Board’s decision shall be final.

SECTION 5. Offenses and Consequences

5.1. Reporting to Law Enforcement
It is the policy of the School to report all crimes occurring on school grounds to law enforcement, including, but not limited to, the crimes the LEA is required to report in accordance with law.
The following acts, regardless of whether they are committed by juveniles, are subject to this reporting requirement:

1. First or second degree murder under §§ 565.020, .021, RSMo.
2. Voluntary or involuntary manslaughter under § 565.023, .024, RSMo.
3. Kidnapping under § 565.110, RSMo.
4. First, second or third degree assault under §§ 565.050, .060, .070, RSMo.
5. Sexual assault or deviate sexual assault under §§ 566.040, .070, RSMo.
6. Forcible rape or sodomy under §§ 566.030, .060, RSMo.
7. Burglary in the first or second degree under §§ 569.160, .170, RSMo.
8. Robbery in the first degree under § 569.020, RSMo.
9. Possession of a weapon under chapter 571, RSMo.
10. Distribution of drugs under §§ 195.211, .212, RSMo.
11. Arson in the first degree under § 569.040, RSMo.
12. Felonious restraint under § 565.120, RSMo.
13. Property damage in the first degree under § 569.100, RSMo.
14. Child molestation in the first degree pursuant to § 566.067, RSMo.
15. Sexual misconduct involving a child pursuant to § 566.083, RSMo.
16. Sexual abuse pursuant to § 566.100, RSMo.
17. Harassment under § 565.090, RSMo.
18. Stalking under § 565.225, RSMo.

The School Leader shall also notify the appropriate law enforcement agency if a student is discovered to possess a controlled substance or weapon in violation of the LEA's policy.

In addition, the School Leader shall notify the appropriate division of the juvenile or family court upon suspension for more than ten days or expulsion of any student who the school is aware is under the jurisdiction of the court.

5.2. Documentation in Student's Discipline Record
The School Leader, designee or other administrators or school staff will maintain all discipline records as deemed necessary for the orderly operation of the schools. In addition, any of the following offenses a serious violation of the school's policy and must be documented in the student's discipline record in accordance with law:

1. Any act of school violence or violent behavior.
2. Any offense that occurs on school property, on school transportation or at any school activity and that is required by law to be reported to law enforcement officials.
3. Any offense that results in an out-of-school suspension for more than ten school days.

5.3. Prohibition against Being on or near School Property during Suspension
All students who are suspended or expelled are prohibited from being on school property for any reason unless permission is granted by the superintendent or designee. Any student who is suspended for any offenses listed in § 160.261, RSMo., or any act of violence or drug-related activity shall not be allowed to be within 1,000 feet of any public school in the LEA unless one of the following conditions exist:

1. The student under the direct supervision of the student's parent, legal guardian or custodian.
2. The student is under the direct supervision of another adult designated by the student's parent, legal guardian or custodian, in advance, in writing, to the School Leader of the school that suspended the student.

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3. The student is in an alternative school that is located within 1,000 feet of a public school in the LEA.

4. The student resides within 1,000 feet of a public school in the LEA and is on the property of his or her residence.

If a student violates this prohibition he or she may be subject to additional discipline, including suspension or expulsion, in accordance with the offense, “Failure to Meet Conditions of Suspension,” listed below.

5.4. Prohibited Conduct
The following are descriptions of prohibited conduct as well as potential consequences for violation. In addition to the consequences specified here, school officials will notify law enforcement and document violations in the student's discipline file pursuant to law and Board policy.

Arson – Starting or attempting to start a fire or causing or attempting to cause an explosion.

| First Offense: | School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion. Restitution if appropriate. |
| Subsequent Offense: | 1-180 days out-of-school suspension or expulsion. Restitution if appropriate. |

Assault
1. Hitting, striking and/or attempting to cause injury to another person; placing a person in reasonable apprehension of imminent physical injury; physically injuring another person.

| First Offense: | School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion. |
| Subsequent Offense: | In-school suspension, 1-180 days out-of-school suspension, or expulsion. |

2. Attempting to kill or cause serious physical injury to another; killing or causing serious physical injury to another.

| First Offense: | Expulsion. |

Automobile/Vehicle Misuse – Discourteous or unsafe driving on or around school property, unregistered parking, failure to move vehicle at the request of school officials, failure to follow directions given by school officials or failure to follow established rules for parking or driving on school property.

| First Offense: | School Leader/Student conference, suspension or revocation of parking privileges, detention, in-school suspension, or 1-10 days out-of-school suspension. |
Subsequent Offense: Revocation of parking privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.

Bullying – Intimidation, harassment and attacks on a student or multiple students, perpetuated by individuals or groups. Bullying includes, but is not limited to: physical violence, verbal taunts, name-calling and put-downs, threats, extortion or theft, damaging property, cyber-bullying, and exclusion from a peer group.

First Offense: School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.
Subsequent Offense: 1-180 days out-of-school suspension or expulsion.

Bus or Transportation Misconduct– Any offense committed by a student on, while waiting for, or entering transportation provided by or through the school shall be punished in the same manner as if the offense had been committed at the student's assigned school. In addition, transportation privileges may be suspended or revoked.

Dishonesty – Any act of lying, whether verbal or written, including forgery.

First Offense: Nullification of forged document. School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.

Disrespect to Staff – Willful or continued willful disobedience of a directive or request by a LEA staff member or disrespectful verbal, written, pictorial, or symbolic language or gesture that is directed at a LEA staff member and that is rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings.

First Offense: School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.
Subsequent Offense: Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Disruptive Conduct or Speech – Verbal, written, pictorial or symbolic language or gesture that is directed at any person and that is disrespectful, rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings or that materially and substantially disrupts
classroom work, school activities or school functions. Students will not be disciplined for speech in situations where it is protected by law.

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<th>Offense</th>
<th>First Offense</th>
<th>Subsequent Offense</th>
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<tr>
<td></td>
<td>School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.</td>
<td>Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.</td>
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**Drugs/Alcohol**

1. Possession, sale, purchase or distribution of any over-the-counter drug, herbal preparation or imitation drug or herbal preparation.

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<th>Offense</th>
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<tr>
<td></td>
<td>School Leader/Student conference, in-school suspension or 1-180 days out-of-school suspension.</td>
<td>1-180 days out-of-school suspension or expulsion.</td>
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2. Possession, use of, or attendance while under the influence of or soon after consuming any unauthorized prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

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<th>Offense</th>
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<th>Subsequent Offense</th>
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<td>School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension.</td>
<td>1-180 days out-of-school suspension or expulsion.</td>
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3. Sale, purchase, transfer or distribution of any prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

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<th>Offense</th>
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<td></td>
<td>Expulsion.</td>
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**Extortion** – Threatening or intimidating any person for the purpose of obtaining money or anything of value.

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<th>Offense</th>
<th>First Offense</th>
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<tr>
<td></td>
<td>School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.</td>
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</table>
Subsequent Offense: In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Failure to Meet Conditions of Suspension – Coming within 1,000 feet of any public school in the LEA while on suspension for an offense that requires reporting to law enforcement or for an act of school violence or drug-related activity. See section of this regulation entitled, "Prohibition against Being on or near School Property during Suspension."

In determining whether to suspend or expel a student, consideration shall be given to whether the student poses a threat to the safety of any child or school employee and whether the student's presence within 1,000 feet of the school is disruptive to the educational process or undermines the effectiveness of the school's disciplinary policy.

First Offense: Verbal warning, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Subsequent Offense: Verbal warning, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

False Alarms (see also "Threats or Verbal Assaults") – Tampering with emergency equipment, setting off false alarms, making false reports; communicating a threat or false report for the purpose of frightening, disturbing, disrupting or causing the evacuation or closure of school property.


Subsequent Offense: Restitution. In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Fighting (see also, "Assault") – Mutual combat in which both parties have contributed to the conflict either verbally or by physical action.

First Offense: School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.

Subsequent Offense: In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Harassment/Discrimination – Use of verbal, written or symbolic language based on race, color, religion, sex, national origin, ancestry, disability, age or any other characteristic that has the purpose or effect of unreasonably interfering with a student’s educational environment or creates an intimidating, hostile or offensive educational environment. Examples of illegal harassment include, but are not limited to, graffiti, display of written material or pictures, name calling, slurs, jokes, gestures, threatening, intimidating or hostile acts, theft or damage to property.

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<thead>
<tr>
<th>First Offense:</th>
<th>School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.</th>
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<tbody>
<tr>
<td>Subsequent Offense:</td>
<td>In-school suspension, 1-180 days out-of-school suspension, or expulsion.</td>
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</table>

**Hazing** – Any activity that a reasonable person believes would negatively impact the mental or physical health or safety of a student or put the student in a ridiculous, humiliating, stressful or disconcerting position for the purposes of initiation, affiliation, admission, membership or maintenance of membership in any group, class, organization, club or athletic team including, but not limited to, a grade level, student organization or school-sponsored activity. Hazing may occur even when all students involved are willing participants.

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<thead>
<tr>
<th>First Offense:</th>
<th>School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.</th>
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<tr>
<td>Subsequent Offense:</td>
<td>1-180 days out-of-school suspension or expulsion.</td>
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**Public Display of Affection** – Physical contact that is inappropriate for the school setting including, but not limited to, kissing and groping.

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<tr>
<th>First Offense:</th>
<th>School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.</th>
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<tbody>
<tr>
<td>Subsequent Offense:</td>
<td>Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.</td>
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</table>

**Sexual Harassment/Discrimination**
1. Use of unwelcome verbal, written or symbolic language based on gender or of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational environment or creates an intimidating, hostile or offensive educational environment. Examples of sexual harassment include, but are not limited to, sexual jokes or comments, requests for sexual favors and other unwelcome sexual advances.

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<tr>
<th>First Offense:</th>
<th>School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.</th>
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<tr>
<td>Subsequent Offense:</td>
<td>In-school suspension, 1-180 days out-of-school suspension, or expulsion.</td>
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</table>
2. Unwelcome physical contact based on gender or of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with a student's educational performance or creates an intimidating, hostile or offensive educational environment. Examples include, but are not limited to, touching or fondling of the genital areas, breasts or undergarments, regardless of whether or not the touching occurred through or under clothing.

| First Offense: | School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion. |
| Subsequent Offense: | 1-180 days out-of-school suspension or expulsion. |

**Sexual Misconduct** – Exposing of body parts to another individual including, but not limited to, possession, transfer or exposure of images, electronic or otherwise, of the body parts or sexually explicit images of oneself or others, and/or initiating or participating in an act of a sexual nature.

| First Offense: | School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion. |
| Subsequent Offense: | In-school suspension, 1-180 days out-of-school suspension, or expulsion. |

**Technology Misconduct**
1. Unauthorized use of cellular telephones, personal computers, or unauthorized use of electronic devices during instructional time.

| First Offense: | Teacher/Student conference, temporary confiscation of device, and/or detention. |
| Subsequent Offense: | Teacher/Student conference, School Leader/student conference, temporary confiscation of device, detention, or 1-180 days out-of-school suspension. |

2. Attempting, regardless of success, to gain unauthorized access to technology system or information; to use LEA technology to connect to other systems in evasion of the physical limitations of the remote system; to copy LEA files without authorization; to interfere with the ability of others to utilize LEA technology; to secure a higher level of privilege without authorization; to introduce computer "viruses," "hacking" tools, or other disruptive/destructive programs onto or using LEA technology; or to evade or disable a filtering/blocking device.

| First Offense: | Restitution. School Leader/Student conference, loss of user privileges, detention, in-school suspension, or 1-180 days out-of-school suspension. |
| Subsequent Offense: | Restitution. Loss of user privileges, 1-180 days out-of-school suspension, or expulsion. |
3. Violation other than those listed in (2) or of the Board Technology Acceptable Use Policy or regulations, administrative procedures or netiquette rules governing student use of LEA technology.

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<th>First Offense</th>
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**Theft**

Theft, attempted theft or knowing possession of stolen property.

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<th>First Offense</th>
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<tr>
<td>Return of or restitution for property. School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.</td>
<td>Return of or restitution for property. 1-180 days out-of-school suspension or expulsion.</td>
</tr>
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</table>

**Threats or Verbal Assault**

Verbal, written, pictorial or symbolic language and/or gestures creating a reasonable fear of physical injury or causing school property damage. Threats by students, whether made on campus or off school grounds, which constitute a “true threat” against the LEA, its students or employees, will be immediately reported to law enforcement officials and will subject the student to suspension and a possible referral for expulsion. The definition of “true threat” shall be construed in accordance with applicable law and encompasses those statements that a reasonable recipient would view as a serious threat of violence or death.

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<th>First Offense</th>
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<tr>
<td>School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.</td>
<td>In-school suspension, 1-180 days out-of-school suspension, or expulsion.</td>
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**Tobacco**

Defined as possession and/or use of any tobacco products on school grounds, school-transportation or at any school-activity.

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<th>First Offense</th>
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<tr>
<td>Confiscation of tobacco product. School Leader/Student conference, detention, or in-school suspension.</td>
<td>Confiscation of tobacco product. Detention, in-school suspension, or 1-10 day out-of-school suspension.</td>
</tr>
</tbody>
</table>
Truancy
Defined as absence from school without the knowledge and consent of parents/guardians and/or the school administration; excessive non-justifiable absences, even with the consent of parents/guardians.

| First Offense: | School Leader/Student conference, detention, or 1-3 days in-school suspension. |
| Subsequent Offense: | Detention or 3-10 days in-school suspension. |

Unauthorized Entry
Entering or assisting any other person to enter a LEA facility, office, locker, or other area that is locked or not open to the general public; entering or assisting any other person to enter a LEA facility through an unauthorized entrance; assisting unauthorized persons to enter a LEA facility through any entrance.

| First Offense: | School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension. |
| Subsequent Offense: | 1-180 days out-of-school suspension or expulsion. |

Vandalism
Defined as the willful damaging or the attempt to cause damage to real or personal property belonging to the school, staff or students.

| Subsequent Offense: | Restitution. In-school suspension, 1-180 days out-of-school suspension, or expulsion. |

Weapons
1. Defined as the possession or use of any instrument or device, other than those defined in 18 U.S.C. § 921, 18 U.S.C. § 930(g)(2) or § 571.010, RSMo, which is customarily used for attack or defense against another person; any instrument or device used to inflict physical injury to another person.

| First Offense: | School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion. |

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<td>Subsequent</td>
<td>1-180 days out-of-school suspension or expulsion.</td>
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<tr>
<td>First Offense:</td>
<td>One calendar year suspension or expulsion, unless modified by the Board upon recommendation by the superintendent.</td>
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<tr>
<td>Subsequent</td>
<td>Expulsion.</td>
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<td>Offense:</td>
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2. Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in § 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)
APPENDIX NN

Threats of Violence

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Policy.

It is the policy of the Governing Board to take all reasonable steps to provide a safe environment for students and staff. To that end, any threat by any individual directed toward another which if carried out would pose a potential danger to the life and safety of students and/or staff should be regarded and treated seriously.

SECTION 2. Responsibility for Reporting

SECTION 2.1. Any student who receives information concerning such a threat should immediately report that information to a teacher, counselor, or school administrator. The failure of a student to report such information may be treated as a disciplinary problem.

SECTION 2.2. Any employee who receives information concerning such a threat should take appropriate action to respond to the threat including taking steps to separate the student perceived to be a threat from the potentially threatening situation and/or reporting the information to the Administrator(s). If the staff member believes the situation is so serious as to warrant the notifying of outside authorities, the employee must notify the Administrator(s) so that the Administrator(s) can be responsible for taking such steps.

SECTION 3. Administrative Action.

SECTION 3.1. The Chief Operations Officer should take immediate steps to investigate and determine the factual circumstances of the threat and then determine the appropriate action to respond to it. Such action may include disciplining the student(s) involved as appropriate under school rules, contacting the parents of the student(s) involved, contacting appropriate law enforcement or other officials.

SECTION 3.2. Whenever the responsible Administrator(s) feels that it is necessary to contact outside officials to respond to a threat appropriately, the school leader or other school leader should also contact the Governing Board.
APPENDIX OO

Weapons at School

The Gordon Parks Elementary Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The presence of firearms and weapons poses a substantial risk of serious harm to School students, staff and community members, and is a violation of state law. Therefore, possession of firearms and weapons is prohibited on school premises at all times except for law enforcement officials.

SECTION 2. Student participation in school sanctioned gun safety courses, student military or ROTC courses, or other school sponsored firearm related events does not constitute a violation of this policy, provided the student does not carry a firearm or other weapon into any school, school bus, or onto the premises of any other activity sponsored or sanctioned by school officials. In addition, persons passing through school LEA property for purposes of dropping off or picking up a student do not violate this policy if they possess a lawful permitted weapon in the vehicle during this time.
APPENDIX PP

Student Safety

The Board of __Gordon Parks Elementary adopts the following policy effective on the date of adoption by the Board.

In addition and pursuant to the No Child Left Behind Act of 2001, student victims of a violent criminal offense that was committed on school premises may transfer to another school. To insure awareness of this policy, the parents of student victims will be notified in writing of their right to a school transfer.

For purposes of this policy, a victim is a student who has suffered personal injury or injuries to his or her property as a direct result of a violent criminal offense. This definition does not include bystanders or witnesses to the act unless they suffered personal or property injury as a direct result of a violent criminal offense while on school premises.

The School will notify the Department of Elementary and Secondary Education (DESE) of all violent criminal offenses committed on school premises when the victim is a student or employee.
APPENDIX QQ

Seclusion, Restraint and Corporal Punishment

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.


SECTION 1.1. The use of chemical restraint, mechanical restraint, or prone restraint, as defined by Missouri Department of Education Rule 160-5-1.35, is prohibited in the School.

SECTION 1.2 The use of seclusion, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited within the School.

SECTION 1.2.1 Seclusion does not include “time-out,” defined as a behavioral intervention in which the student is temporarily removed from the learning activity but in which the student is not confined.

SECTION 1.2.2. Seclusion does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or in a separate unlocked room.

SECTION 2. Physical Restraint
Physical restraint may be utilized only when the student is an immediate danger to himself or others and the student is not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques.

SECTION 2.1. Physical restraint does not include: providing limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing guidance to a location, or providing comfort.

SECTION 2.2. Physical restraint shall not be used (1) as a form of discipline or punishment (2) when the student cannot be safely restrained; or (3) when the use of the intervention would be contraindicated due to the student’s psychiatric, medical, or physical conditions as described in the student’s educational records.

SECTION 2.3 All physical restraint must be immediately terminated when the student is no longer an immediate danger to himself or others or if the student is observed to be in severe distress.

SECTION 2.4. Before any staff member may implement physical restraint, he or she should have completed an approved training program.

SECTION 2.4.1 Approved training programs must address a full continuum of positive behavioral intervention strategies as well as prevention and de-escalation techniques and restraint.

SECTION 2.4.2 Schools and programs shall maintain written or electronic documentation on training provided and the list of participants in each of the provided trainings. Copies of such documentation will be made available to the Missouri Department of Education or any member of the public upon request.

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SECTION 2.5. If a staff member who has not completed an approved training program has to physically restrain a student to prevent injury to a student or others in an emergency situation when staff members trained in physical restraint are not available, he or she should ask other students, if present, to request assistance immediately.

SECTION 2.6. Whenever possible, the use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained.

SECTION 2.7. Whenever physical restraint is used on a student the school or program where the restraint is administered shall notify the student’s parent or legal guardian within one school day after the use of restraint.

SECTION 3. This policy does not prohibit a staff member from utilizing time-out, as defined above, or any other classroom management technique or approach, including a student’s removal from the classroom that is not specifically addressed in this rule.

SECTION 4. This policy does not prohibit a staff member from taking appropriate action to diffuse a student fight or altercation.

SECTION 5. The decision whether or not the use of physical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, not ministerial, duties.

SECTION 6. In some instances in which a student is an immediate danger to himself or herself or others, the school or program must determine when it becomes necessary to seek assistance from law enforcement and/or emergency medical personnel. Nothing in this policy shall be construed to interfere with the duties of law enforcement or emergency medical personnel.

SECTION 7. School officials must notify a student’s parent or guardian immediately when emergency medical or law enforcement personnel remove a student from a school or program setting.

SECTION 8. CORPORAL PUNISHMENT

SECTION 8.1. For the purposes of this policy, corporal punishment is a form of physical punishment administered by an adult to the body of a child for the purpose of discipline or reformation, or to deter attitudes or behaviors deemed unacceptable. No person employed by or volunteering on behalf of the School shall administer corporal punishment or cause corporal punishment to be administered upon a student attending LEA schools.

SECTION 8.2. A staff member may, however, use reasonable physical force against a student for the protection of the student or other persons or to protect property. Restraint of students in accordance with the School's policy on student seclusion, isolation and restraint is not a violation of this policy.
APPENDIX RR

Services for Students with Disabilities

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

The School does not have a general curriculum for students with disabilities. Instead, it is the policy of the School to develop an individualized educational program (IEP) for each public school student with a disability who needs special educational services pursuant to the Individuals with Disabilities Education Act (IDEA) and an accommodation plan for students who are qualified only pursuant to Section 504 of the Rehabilitation Act. Each IEP is designed to meet the unique needs of the student and to offer a free appropriate public education. In addition, the School's IEPs will address the extent to which each student's disability affects his/her ability to access the School's general curriculum and what modifications, accommodations, and supplementary aids and services, if appropriate, are necessary to provide for such access. Each public school student with a disability will be educated to the maximum extent appropriate with children who are non-disabled. However, students with disabilities may be assigned to special classes, separate schooling or removed from the regular educational environment when the nature or severity of the student's disability is such that education in the regular educational environment with the use of supplementary aids and services cannot be achieved satisfactorily.

The School will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, 162.670-.995, RSMo., and Missouri's State Plan for Part B.

If a student has had his/her curriculum substantially altered or modified pursuant to an IEP, 504 Plan, and/or in connection with a plan of homebound instruction so that the academic requirements (including but not limited to the requirements for achieving a specific letter or numerical grade) for one or more courses have been significantly reduced as compared to the regular course or courses, the IEP team or 504 team (or in the case of a student receiving homebound instruction who is not covered by an IEP or 504 Plan), the School Leader, Academic Dean, and classroom teacher(s) for such course(s) shall determine whether the student shall be included in the computation of class rank. Students who are not included in the class ranking shall still receive a cumulative grade point average (G.P.A.) and shall be eligible for the honor roll.
APPENDIX SS

Instruction for Students with Disabilities

The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date the policy is adopted by the Board.

It is the policy of the School to provide a free appropriate public education to all public school students with disabilities. Students with disabilities are defined as those students who have one of the categorical disabilities as enumerated in the Missouri State Plan for Part B of the Individuals with Disabilities Education Act (IDEA) and who also require special education services or who have a mental or physical impairment that substantially limits one or more major life activities as defined by Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act and who require accommodations or special education and related services.

The School will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, §162.670-.995, RSMo., and Missouri's State Plan for Part B.
APPENDIX TT

Instruction for At-Risk Students

The Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. At-risk students are those whose educational outcomes are in jeopardy because they are experiencing academic deficits, have become disaffected with school and learning, or impacted by other factors which impede education and social development.

SECTION 2. The School shall meet all federal and state requirements for identifying and providing services to educationally at-risk students, including, for a school that offers high school education, the implementation of a measurable system for identifying students in their ninth grade year, or students who transfer into the school subsequent to their ninth grade year, who are at risk of not being ready for college-level work or for entry-level career positions.

SECTION 3. Academic and career counseling shall take place prior to graduation so that the school may attempt to provide sufficient opportunities to the student to graduate college-ready or career-ready and on time.

SECTION 4. The requirements in this Appendix may be waived for any student with a disability if recommended by the student’s IEP committee.
APPENDIX UU

ACTIVE SHOOTER TRAINING AND DRILLS

SECTION 1. At the discretion of school administration, the school may include in its teacher and school employee training a component on how to properly respond to students who provide them with information about a threatening situation and how to address situations in which there is a potentially dangerous or armed intruder in the school. Training may also include information and techniques on how to address situations where an active shooter is present in the school or on school property.

The administration may conduct the training on an annual basis. If no formal training has previously occurred, the length of the training may be eight hours. The length of annual continuing training may be four hours.

SECTION 2. All school personnel shall participate in a simulated active shooter and intruder response drill conducted and led by law enforcement professionals. Each drill may include an explanation of its purpose and a safety briefing. The training shall require each participant to know and understand how to respond in the event of an actual emergency on school property or at a school event. The drill may include:

(1) Allowing school personnel to respond to the simulated emergency in whatever way they have been trained or informed; and

(2) Allowing school personnel to attempt and implement new methods of responding to the simulated emergency based upon previously used unsuccessful methods of response.

All instructors for the program shall be certified by the department of public safety's peace officers standards training commission. REQUIRED SECTION

SECTION 3. The school shall foster an environment in which students feel comfortable sharing information they have regarding a potentially threatening or dangerous situation with a responsible adult.
APPENDIX VV

AGE CRITERIA FOR KINDERGARTEN ADMISSION

SECTION 1. To be eligible to receive state funds for kindergarteners, a child is eligible for admission to kindergarten and to a summer school session immediately preceding kindergarten, if offered, if the child reaches the age of five before the first day of August of the school year beginning in that calendar year.

Accordingly, no state funds will be received for a child admitted to kindergarten who reaches the age of five on or after August 1 of the school year beginning in that calendar year, unless one of the following exceptions applies:

(1) The child is a military dependent who has successfully completed an accredited prekindergarten program or has attended an accredited kindergarten program in another state.

(2) If a charter school is located within a metropolitan school district (St. Louis Public Schools district), and the school district has elected, under § 160.054, RSMo, to admit to kindergarten children who reach the age of five on or before any date between August first and October first of that year, then the charter school may adopt the same policy.

(3) If a charter school is located within an urban school district (Kansas City Public Schools district), and the school district has elected, under § 160.055, RSMo, to admit to kindergarten children who reach the age of five on or before any date between August first and October first of that year, then the charter school may adopt the same policy.

SECTION 2. Based on the foregoing, the Governing Board of Gordon Parks Elementary adopts the following policy effective on the date that the policy is adopted by the Board.

No child shall be admitted to kindergarten or to the summer school session immediately preceding kindergarten, if offered, unless the child reaches the age of five before:

Choices:
The first day of August of the school year beginning in that calendar year.
The first day of October of the school year beginning in that calendar year. (For Transitional Kindergarten)

Ensure the choice in the policy is based upon the limitations in Section 1 unless the Governing Body has determined it will forego state aid for kindergarten students.
APPENDIX WW

DYSLEXIA SCREENING

SECTION 1. By the 2018-19 school year, the school shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines.

SECTION 2. By the 2018-19 school year, the Governing Board of Gordon Parks Elementary shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

SECTION 3. By the 2018-19 school year, the school shall offer all of its teachers two hours of training on dyslexia and related disorders. The school may seek assistance from the Department of Elementary and Secondary Education in developing and providing such training. Completion of such training shall count as two contact hours of professional development.
APPENDIX XX

Cardiopulmonary Resuscitation Instruction

The Governing Board of Gordon Parks Elementary adopts the following policy effective on that date that the policy is adopted by the Board.

For a school that offers high school education, the school shall provide enrolled student instruction in cardiopulmonary resuscitation. Upon graduation from high school, pupils shall have received thirty minutes of cardiopulmonary resuscitation instruction and training in the proper performance of the Heimlich maneuver or other first aid for choking given any time during a pupil’s four years of high school. Instruction shall be included in the school’s existing health or physical education curriculum.

Students with disabilities may participate to the extent appropriate as determined by the provisions of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.
Appendix YY

English Language Learners (ELL) Policy

DESE and LEAs share an obligation to ensure that their English Language Learner (ELL) programs and activities comply with the civil rights laws and applicable grant requirements. Title VI prohibits recipients of Federal financial assistance, including DESE and LEAs, from discriminating on the basis of race, color, or national origin. Title VI's prohibition on national origin discrimination requires DESE and LEAs to take “affirmative steps” to address language barriers so that ELL students may participate meaningfully in schools’ educational programs.

Definitions:

The term “Limited English Proficient,” (LEP) when used with respect to an individual, means an individual —

(A) who is aged 3 through 21;
(B) who is enrolled or preparing to enroll in an elementary school or secondary school;
(C)(i) who was not born in the United States or whose native language is a language other than English;
(ii) (I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and
(ii) (II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual —
(i) the ability to meet the State's proficient level of achievement on State assessments described in section 1111(b)(3);
(ii) the ability to successfully achieve in classrooms where the language of instruction is English; or
(iii) the opportunity to participate fully in society.

“English for Speakers of Other Languages” (ESOL) are programs that teach language skills to students from non-English-speaking backgrounds.

“English Language Learners” (ELLs) are speakers of other languages who are in the process of learning English. This abbreviation may be used to indicate LEP students.

A “migratory” child is defined as a child who is, or whose parent or spouse is, a migratory agricultural worker (including migratory dairy workers and migratory fishers). In order to obtain temporary or seasonal employment in agricultural or fishing work during the preceding 36 months (or to accompany a parent or spouse for such a purpose), a migratory child is someone:

(1) who has moved from one school district to another
(2) who has moved from one administrative area to another in a state that is comprised of a single school district
(3) who resides in a school district of more than 15,000 square miles and who migrates a distance of 20 miles or more to a temporary residence in order to engage in fishing activities.
The LEA’s coordinator for ELL programs is the Chief Academic Officer.

The Board directs the ELL coordinator to develop and implement language instruction programs that:

(1) Identify English Language Learner (ELL) students through the use of a home language survey OR by including home language questions on the school enrollment form. The same assessment methods must be used on all students. If using an enrollment form, the questions should include at least the following:

- Do you use a language other than English?
- Is a language other than English used at home?

The Chief Academic Officer will develop procedures to ensure that all new and currently enrolled students complete the home language survey or an annual enrollment form, as applicable.

(2) Assess for English proficiency any student who indicates the use of a language other than English, using a DESE-approved assessment instrument.

(3) Determine the appropriate instructional environment for ELL students.

LEAs are responsible for providing an English language instruction educational program that increases the English proficiency and academic performance of all ELL students. The curriculum used must be tied to scientifically based research on teaching ELL students and must have demonstrated effectiveness.

(4) Annually assess the English proficiency of ELL students and monitor the progress of students receiving English for Speakers of Other Languages (ESOL) or bilingual instruction in order to determine their readiness for classrooms not tailored to ELL students.

(5) Provide parents with notice of and information regarding the English language instruction educational program as required by law. To the extent practicable, the notice and information should be in a language that the parent can understand. Parental involvement will be encouraged and parents will be regularly apprised of their child’s progress.
Appendix ZZ

Program for Homeless Students Policy

The Gordon Parks Elementary recognizes that homelessness alone should not be sufficient reason to separate students from the mainstream school environment. Therefore, the Gordon Parks Elementary (LEA), in accordance with state and federal law (Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the No Child Left Behind Act) and the Missouri State Plan for Homeless Children and Youth, will give special attention to ensure that homeless children in the LEA have access to free, appropriate public education.

Definitions:

A “homeless child” or “homeless youth” is one who:
   A. lacks a fixed, regular, and adequate nighttime residence; and
   B. includes—
      i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement; 
      ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; 
      iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; 
      iv. is a migratory child or youth who qualifies as homeless because the child or youth is living in circumstances described in subdivisions (i) to (iii) above.

The first category may include some individuals who have moved in with others. Consideration of each individual case, along with the permanency of the situation, will be needed in order to identify those who are homeless.

The terms “enroll” and “enrollment” include attending classes and participating fully in school activities.

The “school of origin” is the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Enrollment and Placement:

Homeless children and youth frequently move, and maintaining a stable school environment is critical to their success in school. To ensure this stability, LEAs must make school placement determinations on the basis of the “best interest” of the homeless child or youth. Using this standard, Gordon Parks Elementary must –
(a) Continue the child’s or youth’s education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; or for the remainder of the academic year if the child or youth becomes permanently housed during an academic year; or
(b) Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining what is a child or youth’s best interest, Gordon Parks Elementary must, to the extent feasible, keep a homeless child or youth in the school of origin, unless doing so is contrary to the wishes of the child or youth’s parent or guardian. If Gordon Parks Elementary wishes to send a homeless child or youth to a school other than the school of origin or a school requested by the parent or guardian, Gordon Parks Elementary must provide a written explanation of its decision to the parent or guardian, together with a statement regarding the right to appeal the placement decision.

Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived if allowed by law. Gordon Parks Elementary may, however, require contact information.

If Gordon Parks Elementary is unable to determine the grade level of the student because of missing or incomplete records, Gordon Parks Elementary shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child/youth.

Transportation:
Transportation must be provided, at the request of the parent or guardian (or in the case of the unaccompanied youth, the homeless coordinator) to and from the school of origin.

- If the homeless child or youth continues to live in the area served by the LEA in which the school of origin is located, that LEA must provide or arrange for the child’s or youth’s transportation to or from the school of origin.
- If the homeless child or youth continues his or her education in the school of origin but begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living must agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.
- The transportation requirement applies even if the LEA does not provide transportation to non-homeless students.
- In general, LEAs may not use funds under Title I, Part A or Title V, Part A to transport homeless students to or from their school of origin.
Services:

Each homeless child or youth shall be provided services comparable to services offered to other students in the LEA including, but not limited to, transportation services, educational services for which the child meets the eligibility criteria, such as educational programs for disadvantaged, disabled, and gifted and talented students, vocational programs, and school meals programs; before-and-after-school care programs; and programs for students with limited English proficiency.

Homeless students will not be segregated in a separate school or in a separate program within a school based on the students’ status as homeless.

In the event that it is in the best interest of the homeless child or youth to attend the school of origin, it shall be the responsibility of this LEA to provide for the transportation of the student. This may be achieved through the transportation services of this LEA, the school of origin, or another outside agency.

Records:

Once LEA officials have determined that an enrolling student is homeless, the LEA’s homeless coordinator must assist the student in obtaining his/her education, immunization, medical, and other records. According to McKinney-Vento, the student must be enrolled in the interim.

Immunization:

If the homeless coordinator is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program; the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in § 167.181.3, RSMo.

Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records, and evaluation for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the student, so that necessary referrals can be made, and so that records may be transferred in a timely fashion when homeless children or youth enters a new LEA. Copies of records shall be made available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act.

Coordinator:

The Board will designate an individual to act as the LEA’s homeless coordinator to ensure compliance with federal and state law. The homeless coordinator will “ensure that homeless children and youth enroll and succeed in the schools of that agency; and homeless families, children and youth receive educational services for which they are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services.” The homeless coordinator will also ensure that disputes regarding the placement or education of homeless children or youth are resolved in a timely fashion.

The LEA shall inform school personnel, service providers and advocates working with homeless families of the duties of the LEA homeless coordinator.

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Resolving Grievances:

Level I - A complaint regarding the placement or education of a homeless child or youth shall first be presented orally and informally to the LEA’s homeless coordinator. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the homeless coordinator. The written charge must include the following information: date of filing, description of alleged grievances, the name of the person or persons involved and a recap of the action taken during the informal charge state. Within five (5) working days after receiving the complaint, the coordinator shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the coordinator will inform the Chief Operations Officer (head of the LEA) or his/her designee of the formal complaint and the disposition.

Level II - Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Chief Operations Officer or his/her designee by filing a written appeal package. This package shall consist of the complainants’ grievance and the decisions rendered at Level I. The Chief Operations Officer or his/her designee will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Chief Operations Officer or his/her designee shall state a decision in writing to the complainant, with supporting evidence and reasons.

Level III - If resolution is not reached in Level II, a similar written appeals package shall be directed through the Chief Operations Officer or his/her designee to the Board requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board may be conducted in closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state its decision and reply in writing to the parties involved. For LEA purposes, the decision of the Board is final.

Level IV - If the complainant is dissatisfied with the action taken by the board of directors of the LEA, a written notice stating the reasons for the dissatisfaction may be filed with the state director of special federal instructional programs. The state director will initiate an investigation, determine the facts relating to the complaint, and issue notice of his or her findings within thirty (30) days to the LEA and the complainant. If the findings support the action taken by the LEA, such action will be confirmed. If the findings support the allegations of the complainant, the LEA will be directed to take corrective action. An appeal of this decision can be made within ten (10) days to the Deputy Commissioner of Education. Within thirty (30) days after receiving an appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.
Appendix AAA

Local Educational Agency Title I.A Parental Involvement Policy
and School Title I.A Parental Involvement Policy

In support of strengthening student academic achievement, each school that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to, parents of participating children a written parental involvement policy that contains information required by section 1118 of the Elementary and Secondary Education Act (ESEA) (parental involvement policy).

I. LOCAL EDUCATIONAL AGENCY POLICY.

In General: A local educational agency may receive Title I, Part A funds only if such agency implements programs, activities, and procedures for the involvement of parents in programs assisted under Title I, Part A consistent with the provisions below. Such activities shall be planned and implemented with meaningful consultation with parents of participating children.

Written Policy: Each local educational agency that receives funds under Title I, Part A shall develop jointly with, agree upon with, and distribute to, parents of participating children a written parent involvement policy that is incorporated into the local educational agency's plan developed under section 1112, establishes the expectations for parent involvement, and describes how the local educational agency will:

- involve parents in the joint development of the plan under section 1112, and the process of school review and improvement under section 1116;
- provide the coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance;
- build the schools’ and parents’ capacity for strong parental involvement as described in Building Capacity for Involvement (in II, below).
- coordinate and integrate parental involvement strategies under this part with parental involvement strategies under other programs, such as the Head Start program, Reading First program, Early Reading First program, Even Start program, Parents as Teachers program, and Home Instruction Program for Preschool Youngsters, and State-run preschool programs;
- conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the quality of the schools served under this part, including identifying barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background), and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies described in this section; and
- involve parents in the activities of the schools served under Title I, Part A

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Reservation of Funds.

Each local educational agency shall reserve not less than 1 percent of such agency's allocation under Title I, Part A to carry out parental involvement, including family literacy and parenting skills, (unless 1 percent of such agency's allocation under Title I, Part A (other than funds allocated under section 1002(e)) for the fiscal year for which the determination is made is $5,000 or less.)

Parents of children receiving services under Title I, Part A shall be involved in the decisions regarding how funds reserved as set forth above are allotted for parental involvement activities.

II. SCHOOL PARENTAL INVOLVEMENT POLICY.

Each school served under Title I, Part A shall jointly develop with, and distribute to, parents of participating children a written parental involvement policy, agreed upon by such parents, that shall describe the means for carrying out the requirements of Policy Involvement, Shared Responsibilities for High Student Academic Achievement, Building Capacity for Involvement and Accessibility. Such policy shall be updated periodically to meet the changing needs of parents and the school.

Special rule.--If the school has a parental involvement policy that applies to all parents, such school may amend that policy, if necessary, to meet the requirements of this subsection.

Amendment.--If the local educational agency has a school district-level parental involvement policy that applies to all parents, such agency may amend that policy, if necessary, to meet the requirements of this subsection.

Parental comments.--If the plan under section 1112 is not satisfactory to the parents of participating children, the local educational agency shall submit any parent comments with such plan when such local educational agency submits the plan to the State.

Policy Involvement.
Each school served under Title I, Part A shall:

(1) convene an annual meeting, at a convenient time, at the beginning of the school year, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A and to explain Title I, Part A, its requirements, and their right to be involved. The school shall have sign-in sheets for this meeting and retain such sign-in sheets, the agenda for the meeting and minutes of the meeting for audit purposes by DESE;

(2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement;

(3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the school parental involvement policy and the joint development of the school wide program plan under section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of its programs, the school may use that process, if such process includes an adequate representation of parents of participating children;

(4) provide parents of participating children--

(A) timely information about programs under this part;

(B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and
(C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and

(5) if the schoolwide program plan under section 1114(b)(2) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency.

Shared Responsibilities for High Student Academic Achievement.
As a component of the school-level parental involvement policy, each school served under Title I, Part A shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State’s high standards. Such compact shall:

(1) describe the school’s responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the State’s student academic achievement standards, and the ways in which each parent will be responsible for supporting their children’s learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child’s classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and

(2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:

(A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child’s achievement;
(B) frequent reports to parents on their children’s progress; and
(C) reasonable access to staff, opportunities to volunteer and participate in their child’s class, and observation of classroom activities.

Building Capacity for Involvement.
To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A:

(1) shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the State’s academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of this part, and how to monitor a child’s progress and work with educators to improve the achievement of their children;

(2) shall provide materials and training to help parents to work with their children to improve their children’s achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;

(3) shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;

(4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities,
such as parent resource centers, that encourage and support parents in more fully participating in the education of their children;
(5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
(6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
(7) may provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
(8) may pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
(9) may train parents to enhance the involvement of other parents;
(10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
(11) may adopt and implement model approaches to improving parental involvement;
(12) may establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;
(13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and
(14) shall provide such other reasonable support for parental involvement activities under this section as parents may request.

III. ACCESSIBILITY.
In carrying out the parental involvement requirements, local educational agencies and schools, to the extent practicable, shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 in a format and, to the extent practicable, in a language such parents understand.
Appendix BBB

Migrant Procedure

Identification

For purposes of Board policies and regulation, a child is a “migratory child” and is eligible for the Migrant Education Program (MEP) if all of the following conditions are met:

1. The child is not older than 21 years of age; and
2. The child is entitled to a free public education (through grade 12) under State law or is below the age of compulsory school attendance; and
3. The child is a migratory agricultural worker or a migratory fisher or has a parent, spouse, or guardian who is a migratory agricultural worker or a migratory fisher; and
4. The child moved within the preceding 36 months in order to seek or obtain qualifying work, or to accompany or join the migratory agricultural worker or migratory fisher identified in paragraph three above, in order to seek or obtain qualifying work; and
5. The child has moved from one LEA to another.

Potential migrant students will be identified through a question on the school enrollment form. If it is indicated that a potential migrant student is enrolling, the school will notify the State MELL Director and request assistance with the identification of the student.

Services

If a migrant student is identified by the MELL office, the school will be responsible to:

• assess the educational, health, and social needs of the identified student and develop objectives to address those needs so that migrant children meet the same challenging State academic content standards and academic achievement standards that all children are expected to meet;
• Provide advocacy to allow children and families to gain access to health, nutrition and social services;
• Review existing programs and resources to determine which can help meet the needs of migrant children and assure that the children have access to them;
• provide professional development activities for teachers to improve the quality of education for migrant children; and,
• provide opportunities for participation of migrant parents in the educational activities of their children.