



Kairos Academies

Kairos Academies Board Meeting

Cycle 6

Published on May 23, 2024 at 6:00 PM CDT

Date and Time

Thursday May 23, 2024 at 6:00 PM CDT

Location

Kairos Academies
3449 S Jefferson Avenue
St. Louis, MO 63118

We invite you join us at this Zoom link. This notice was published at www.kairosacademies.org/board at least one day prior to the meeting.

Agenda

	Purpose	Presenter	Time
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|-------------------------------------|--|--|----------------|
| I. Opening Items | | | 6:00 PM |
| A. Record Attendance | | | |
| B. Call the Meeting to Order | | | |
| C. Public Comment | | | |
| D. Mission Statement | | | |

	Purpose	Presenter	Time
	<i>Kairos empowers students to direct their own lives and learning.</i>		
E.	Vision Statement		
	<i>Our vision is to prepare St. Louis students to design their own future and thrive in an ever-changing world.</i>		
II.	Facilities Committee Update		6:00 PM
A.	Facilities Committee Goals Update		5 m
	<ul style="list-style-type: none"> • The facilities committee commits to formalizing a new facility acquisition. • The Facilities committee commits to ensuring current building readiness and safety by MCPSC standards. 		
B.	Bingham Update		
C.	Current Facilities Update		5 m
D.	24-25 School Calendar		5 m
III.	Program Committee		6:15 PM
A.	Committee Goals Update		
	<ul style="list-style-type: none"> • The program committee commits to developing a process to educate and train the entire board on proper academic oversight by June 1. • The program committee will review summit implementation and give yearly updates at the EOY Board Retreat. • The program committee will commit 3 hours per quarter to speak to key internal stakeholders regarding instructional quality indicators. 		
B.	Testing Updates		5 m
C.	School Review- Steve Khadam- Hir		
IV.	Finance Committee		6:20 PM
A.	Finance Committee Goals Update		5 m
	<ul style="list-style-type: none"> • The finance committee commits to ensuring 60-120 days of cash on hand by June 2025. • The finance committee will review and approve necessary audit periods. 		

	Purpose	Presenter	Time
	<ul style="list-style-type: none"> The finance committee commits to staying between 20%- 40% of proportion of assets financed. 		
B.	Audit Update (RFP)		5 m
C.	Staff Human Resources Update		5 m
D.	Financials		5 m
E.	Board Closure Reserve (MCPSC)		5 m
F.	DRAFT Finance Handbook Overview		
G.	DRAFT Employee Handbook Overview		5 m
V.	Governance Committee Updates		6:50 PM
A.	Governance Committee goals update		5 m
	<ul style="list-style-type: none"> Build a comprehensive succession plan for all Board member roles. The Governance Committee will build a new Board member training curriculum/program by the end of SY 23-24. The Governance Committee will conduct an annual review of Board policies. The Governance Committee will monitor and ensure Board committees achieve their Committee goals by at least 80% each quarter. 		
B.	EOY Board Retreat		5 m
C.	SY 24-25 Board and Committee Meeting cadence		5 m
D.	MCPSA Board Policy Updates		5 m
E.	SY 23-24 CEO Evaluation		5 m
F.	UPDATED- Board Conflict of Interest Form		5 m
G.	Board Member Training Plan		5 m
VI.	Executive Committee		
VII.	Closing Items		
A.	Adjourn Meeting	Vote	

empowering students to direct their own lives and learning www.kairosacademies.org 2315 Miami St., St. Louis, MO 63118 hq@kairosacademies.org 314-252-0602

Coversheet

24-25 School Calendar

Section: II. Facilities Committee Update
Item: D. 24-25 School Calendar
Purpose:
Submitted by:
Related Material: Kairos Academies Calendar SY24-25 (2).pdf



July 2024 calendar grid

CYCLE 1: August 2024 and September 2024 calendar grids

CYCLE 2: October 2024 and November 2024 calendar grids

CYCLE 3: December 2024 calendar grid

CYCLES 4 - 5: January 2025 and February 2025 calendar grids

CYCLES 5 - 6: March 2025 calendar grid

CYCLES 6 - 7: April 2025 and May 2025 calendar grids

CYCLE 8: June 2025 calendar grid

Daily Schedules table with columns for Middle School and High School, and rows for Breakfast, Start Time, and End Time.

Important Dates table with columns for Description, Event Type, and Details, listing various school events and holidays.



Julio 2024

D	L	M	X	J	V	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Periodo 1

Agosto 2024							Septiembre 2024						
D	L	M	X	J	V	S	D	L	M	X	J	V	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

Periodo 2

Octubre 2024							Noviembre 2024						
D	L	M	X	J	V	S	D	L	M	X	J	V	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

Periodo 3

Diciembre 2024						
D	L	M	X	J	V	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Periodos 4-5

Enero 2025							Febrero 2025						
D	L	M	X	J	V	S	D	L	M	X	J	V	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	

Periodos 5-6

Marzo 2025						
D	L	M	X	J	V	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Periodos 6-7

Abril 2025							Mayo 2025						
D	L	M	X	J	V	S	D	L	M	X	J	V	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

Periodo 8

Junio 2025						
D	L	M	X	J	V	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Horarios Diarios

	Escuela Intermedia		Escuela Secundaria	
	L / M / J / V	Miércoles	L / M / J / V	Miércoles
Hora del desayuno	7:40 AM	7:40 AM	8:05 AM	8:05 AM
Hora de inicio	8:00 AM	8:00 AM	8:25 AM	8:25 AM
Hora de finalización	3:40 PM	1:25 PM	4:07 PM	1:50 PM

Fechas Importantes

Descripción	Tipo	Detalles	
Primer día de clases	Día de escuela	12 de agosto	
Último día de clases	Día de escuela	27 de junio	
Orientación para nuevos estudiantes	Orientación	Que se anunciará	
Jornada laboral del personal	No hay clases	8-26 de julio	
Día de recuperación por mal tiempo	No hay clases a menos que se anuncia con antelación	18 de noviembre	
		18 de abril	
		21 de abril	
Tiempo de desarrollo profesional del personal	No hay clases	29 de julio al 12 de agosto	
		9/23 - 9/27	
		19-22 de noviembre	
		18-21 febrero	
		15-18 de abril	
Vacaciones	No hay clases	27-30 de mayo	
		Día de la Independencia	1-5 de julio
		Día laboral	2 de septiembre
		Día de los Pueblos Indígenas	14 de octubre
		Día de los veteranos	11 de noviembre
		Feriado de Día de Gracias	25-29 de noviembre
		Vacaciones de invierno	12 de diciembre al 3 de enero
		Día de MLK Jr.	20 de enero
		Día del Presidente	17 de febrero
		Vacaciones de primavera	17-21 de marzo
		Día Conmemorativo	26 de mayo
Juneteenth	19 de junio		
Periodos Académicos	Día de escuela	Periodo 1	8 de agosto al 20 de septiembre
		Periodo 2	7 de octubre al 15 de noviembre
		Periodo 3	2-20 de diciembre
		Periodo 4	6 de enero al 14 de febrero
		Periodo 5	24 de febrero al 14 de marzo
		Periodo 6	24 de marzo al 17 de abril
		Periodo 7	28 de abril al 23 de mayo
		Periodo 8	2-27 de junio

Coversheet

School Review- Steve Khadam- Hir

Section: III. Program Committee
Item: C. School Review- Steve Khadam- Hir
Purpose:
Submitted by:
Related Material: Kairos Academies - Board Meeting - May 2024.pdf



ENHANCED

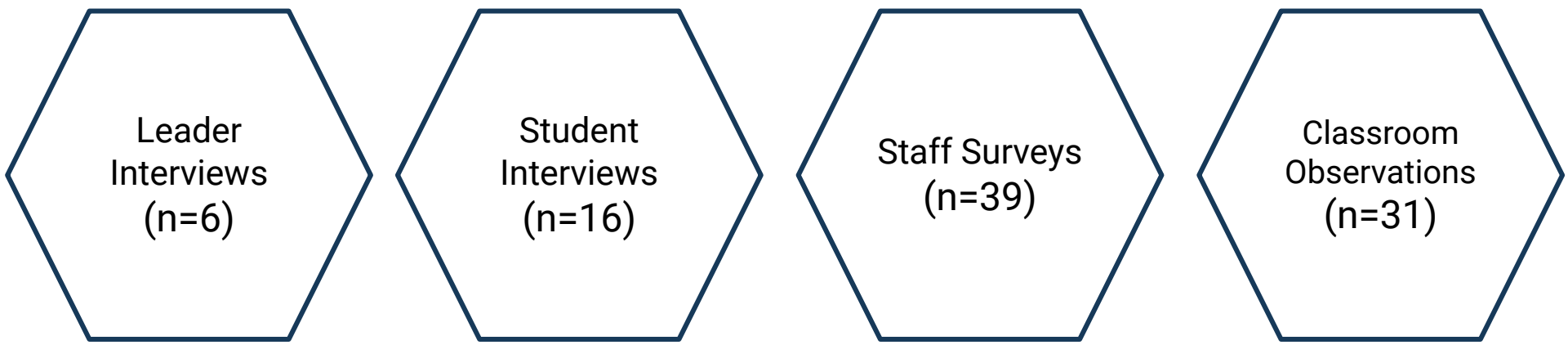
COACHING & CONSULTING

School Review & Consultancy

Kairos Academies Board Update

May 2024

Enhanced collected evidence/data using a variety of methods in order to attain a comprehensive view of domain performance.



Leader
Interviews
(n=6)

Student
Interviews
(n=16)

Staff Surveys
(n=39)

Classroom
Observations
(n=31)

The Report & The KEPT Rubric

→ The April 2024 School Review & Consultancy Report can be found [HERE](#).

→ The Kraken Excellence in Personalized Teaching (KEPT) Rubric can be found [HERE](#).

#1 Rigorous Academics			
Criterion	Finding	Essential Question(s)	Evidence
Vision	Some progress needed	Are all aspects of the school's academic program aligned to a clear vision of excellence?	Although the Kairos Strategic Plan has aligned mission, vision, and values that drive all strategic priorities over the next 5 years teachers on our list have these are listed. Leadership team members are tracking progress and it appears the tracking progress is successful. <ul style="list-style-type: none"> High School Aug 3, 4, 7
Curriculum	Significant progress needed	Are students engaged in content aligned to the appropriate standards for their subject and grade?	No rigor was not observed in majority class assignments. Low level answer getting rather than teacher leading classroom environments and the vision. Most classroom work equips for on rigor with 5th grade teaching reading fluency as keep change 80 and 7th grade spending heavily reading writing exercises for academic vocabulary. An extra 8th science lesson was spent defining vocabulary words as a class. <ul style="list-style-type: none"> Middle School Aug 3, 4 High School Aug 4, 8
Purposeful Teaching	Significant progress needed	Are students engaged in content aligned to the appropriate standards for their subject and grade?	<ul style="list-style-type: none"> 19 Middle School classes observed with an average of 65.99% of students actively engaged 100% (100%) 5th classes: 28.21% meet or exceed expectations, 71% of quality indicators observed and 70.00% students actively engaged. (Score: 846/3078) 2nd classes: 42% meet or exceed expectations, 74% of quality indicators observed and 74.00% students actively engaged. (Score: 1043/1426) 12 High School classes observed with an average of 62.50% of students actively engaged. (Score: 999/1600 in the 8th) 5th classes: 61.8% meet or exceed expectations, 75% of quality indicators observed and 70.00% students actively engaged. (Score: 30/30) 3rd classes: 25% (total categories), 80% quality indicators observed and 80% students actively engaged. (Score: 6/24 in 3rd) 8th classes: 100% (total categories), 100% quality indicators observed and 100% students actively engaged. (Score: 10/10 in 8th) Both schools had students sleeping and/or heads down during the observation.

Arts IA: CONTENT						
Are students engaged in content aligned to the appropriate standards for their subject and grade?						
	Strand Expectations	Recommended Evidence to Collect	Met	Approaching	Not Met	Notes
I	The plan identifies what students should know and what skills they should be able to apply to specific accommodations.	<ul style="list-style-type: none"> Lesson Objectives Lesson materials/resources/assessment/exit tickets 				
J	All or almost all of the necessary content is aligned to the appropriate standards for their subject and grade.	<ul style="list-style-type: none"> Classroom materials Other instructional materials Other non-instructional materials Other non-instructional assessments Other non-instructional resources 				
K	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
L	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
M	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
N	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
O	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
P	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
Q	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
R	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
S	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
T	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
U	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
V	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
W	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
X	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
Y	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
Z	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AA	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AB	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AC	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AD	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AE	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AF	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AG	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AH	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
AI	All or almost all of the instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity. Instructional materials include the use of rigor, challenge, and complexity.	<ul style="list-style-type: none"> Instructional materials Instructional materials Instructional materials Instructional materials Instructional materials 				
Summary	Overall Rating for Arts IA, Content		Met	Approaching	Not Met	Notes

Observable Strength

Glows

- The **Middle School Instructional Directors** have a strong working relationship and are poised to be led. They are eager for systems, accountability, and instructional leadership.
- The **New High School Principal** is passionate, data driven, and has a strong eye for effective instruction.
- The **Kraken Community** is Strong. Students take pride in their diversity, relationships and sense of belonging.

**Significant
Progress Needed**

GROWS

- Rigorous Academics
 - ◆ Curriculum, Purposeful Teaching, MTSS
- Student Culture
 - ◆ Consistency in “Kairos Way,” Safe Environment, Collective Responsibility
- Systems / Communication
 - ◆ Communication, Tech, HR/School Systems

Key Drivers for '24-'25

- Data Driven Leadership Coaching
 - ◆ Leveraging School Review Data in Coaching New Leaders and Priority Setting for the Schools Team
- Define Excellence in Teaching as a Community
 - ◆ KEPT Rubric
- Beginning of Year Culture Priorities
 - ◆ 100%, What to Do Directions, Technology Language (Clamshell/PacMan), Define “Optimal Student Engagement”

Thank You!

Contact Us:

Enhanced Coaching &
Consulting

(832) 493-6379

enhancedcoachingconsultingllc@gmail.com



Coversheet

Staff Human Resources Update

Section: IV. Finance Committee
Item: C. Staff Human Resources Update
Purpose:
Submitted by:
Related Material: MDFHR Cycle 6 Reflections.pdf



Finance and HR Cycle 6 Stepback



Finance and HR Network Goals

GOAL	TARGET	QTR 1	CYCLE 2	CYCLE 3	CYCLE 4
Financial Goals Meet	85%	60%	60%	60%	60%
New Employee Survey Satisfaction	85%	91.70%	85%	85%	87.6%
Teacher/employee retention	85%	95.48%	94%	97%	97.3%
GPTW	85%	NA	71%	71%	62%
APR Submitted	85%	NA	88%	93%	85%
Hiring 24-25 (90%)	90%	NA	NA	NA	85%



MDFHR Reflections

Quarterly Priorities On Track (At end of Cycle)	Cycle Priorities On Track (At end of Cycle)	Big Rocks on Track (At end of Cycle)	Driver Goals on Track (By end of Cycle)
<p>Currently 3/4 of my Cycle priorities are on track</p> <ul style="list-style-type: none"> Budget Draft Finalize (On-Track) 85% of 24-25 Staff Hired Have 23-24 Budget in Sage Draft of Employee/Finance Complete 	<p>Currently 3/3 of Cycle Priorities are on track</p> <ul style="list-style-type: none"> Budget Draft Finalize (On-Track) 85% of 24-25 Staff Hired Draft of Employee/Finance Complete 	<p>Currently 2/3 of my Big Rocks are on Track</p> <ul style="list-style-type: none"> Complete Team APR 85% GPTW Survey 85% of 24-25 Staff Hired 	<ul style="list-style-type: none"> 95% on Track with budget (Off Track). 120 Days Cash on Hand (off-Track) Employee Retention (on-Track) 85% GPTW (Off-Track) 60% FHR KPI are met. (Off-Track)

What I will key causes have I identified to my results

<p>Gaps in my Knowledge set (what did I not know enough of?)</p> <p>I am on-track with my goals. I experience gaps in my leadership KSA.</p>	<p>Gaps in my Skill Set (what did I not have enough skill for?)</p> <p>I should have been more strategic with my team training.</p>	<p>Gaps in my Mind Set (What did I not have the right mindset about?)</p> <p>I postpone HR Ideas that may have helped with GPTW final score. After deep reflection on last GPTW score I need to learn what other orgs are doing to increase their score.</p>	<p>Gaps in my Action Set (What did I just not do?)</p> <ul style="list-style-type: none"> Schedule time strategic training. Use our check in to do deep dive around team KSA.
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MDFHR Next Step Accountability

What will I do next?	When will I do it by (Date)?	How will I know its complete (Success Criteria)?	What help do I need from my team?
<ul style="list-style-type: none"> I am meeting with Sage Contractor. This is another resource I can use to increase my SAGE knowledge. I am trying to work wit PAYcor so I can have that same KSA with using Paycor. Review KSA with the FHR team. I have to audit my team gaps 	<ul style="list-style-type: none"> Weekly through the end of SY 23-24. Ensure our BOY is well flush our as we move into a new SY. 	<ul style="list-style-type: none"> The FHR team will know what KSA they need to be proficient in current roll. Use Edfuel to gage current position to see what success and growth looks like. 	<ul style="list-style-type: none"> Give me glows and grows during our check in. I need to where the FHR team can improve.

What needs to develop to ensure I hit my results

Developing my Knowledge set (what did I not know enough of?)	Developing my Skill Set (what did I not have enough skill for?)	Developing my Mind Set (What did I not have the right mind about?)	Developing my Action Set (What did I just not do?)
<ul style="list-style-type: none"> Continue to work with Lindsay and Denise(SAGE) to provide the board with accurate financial data and Develop a report that budget managers can use to properly track spending. 	<ul style="list-style-type: none"> Skill to understanding the instructional side point of view. Ensure FHR team daily task align with organizational goals. 	<ul style="list-style-type: none"> Not developing a plan to increase FHR engagement. FHR will make 24-25 employee engagement a top priority 	<ul style="list-style-type: none"> Prepare to work with F/HR Team to move us to the next level.

HR KPI

HUMAN RESOURCE KPI

	Goal	Target	YTD	Date Updated
1	New Hire Satisfaction	85%	87.6%	May 20
2	Percent of Employees satisfied with the Human Resource Section	85%	N/A	May 20
3	Acceptance ratio in %	85%	95%	May 20
4	Retention Rate (Number of employees at the end of the month / the number of employees at the start of a month) x 100 = retention rate percentage.)	85%	97.34%	May 20
5	GPTW	85%	62%	May 20

FINANCE KPI

	Goal	Target	Current	Date Updated
1	Invoice Cycle Time (Receipt to ready-to-pay) within Seven Business Days	95%	100%	May 20
2	Percent of Vendors on ACH	90%	35%	May 20
3	Financial Condition Index	50%	60%	May 20
4	Percent of Vendors/Employees satisfied with the Finance Section	85%	80%	May 20
5	Current Accounts Payable Ratio (Percentage of AP Past Due By 60 Days)	5%	44%	May 20

Coversheet

Financials

Section: IV. Finance Committee
Item: D. Financials
Purpose:
Submitted by:
Related Material: April 2024 Financial Report.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

April 2024 Financial Report.xlsx

Coversheet

DRAFT Finance Handbook Overview

Section: IV. Finance Committee
Item: F. DRAFT Finance Handbook Overview
Purpose:
Submitted by:
Related Material: Draft Finance Handbook .pdf

FINANCE

DIVISION

MANUAL

Kairos Academies
2315 Miami Street
St. Louis, MO 63118

DRAFT

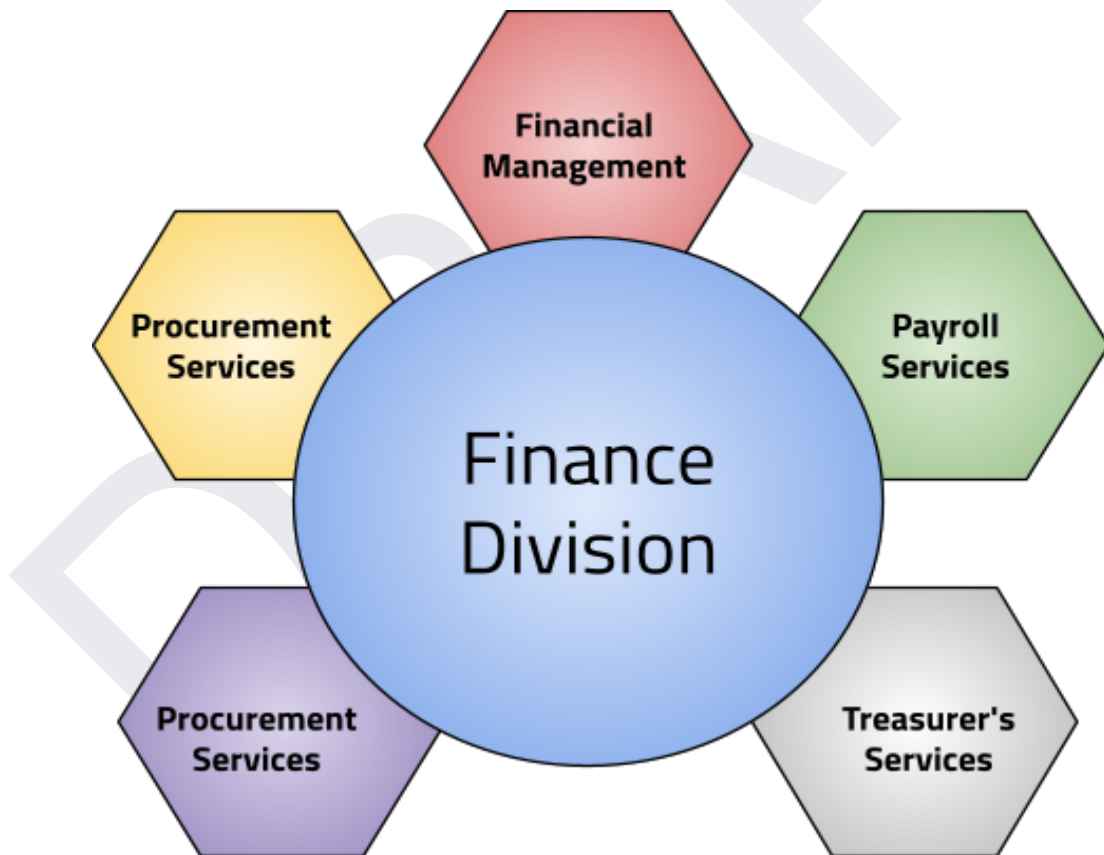
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Welcome to the Finance Division

The Finance Division primary responsibility is to offer support and aid to both Kairos Schools and central office departments. The Finance Division plays a crucial role in the management of the district's General Operating Budget (GOB) as well as local and Federal grants. These funds comprise tax revenues from local and state sources, along with grants provided by the federal government. The Finance Division encompasses several duties, including the Procurement, Financial Management, Fiscal Control, Payroll, and Treasurer's duties.



Kairos Academies Chart of Accounts Structure

Kairos Academies (KA) has adopted a CHART OF ACCOUNTS that aligns with the guidelines outlined in the Missouri Department of Elementary and Secondary Education (DESE) Financial Account Manual. The chart of accounts serves as a comprehensive catalog of all accounts utilized by the organization to classify and monitor financial transactions. These accounts can be characterized by numerical, alphabetical, or alphanumeric characters. It is important to note that the majority of financial transactions recorded at both school and central office locations are categorized as either expenditures or expenses. Provided below are examples of the expense account segments, derived from the KA Chart of Accounts, which are monitored at the school and central office levels: EXPENSE ACCOUNT – General Operating Budget (GOB) EXAMPLE: 100-1151-6411-3945-00000

EXPENSE ACCOUNT – General Operating Budget (GOB) EXAMPLE: 100-1151-6411-3945-00000

CHART OF ACCOUNT - GOB EXAMPLE				
FUND	FUNCTION	OBJECT	LOCATION	PROJECT
100	1151	6411	1050	00000

Fund Structure

The initial part of the district's expense (and revenue) account structure is called the FUND, which consists of three digits. The district categorizes funds into two types: the General Operating Budget (GOB) and Non-General Operating Budget (Non-GOB). GOB funds primarily consist of local and state dollars that are allocated to fulfill the general operational needs of the district. Non-GOB funds mainly comprise federal funds, along with some state dollars, primarily utilized to support grants (such as Title Funds) and other funded programs. Non-GOB funds are typically subject to specific compliance mandates, regulations, and reporting requirements. Here is a list of commonly used GOB and Non-GOB funds:

GOB	NON-GOB
100 - Incidental	140 - Medicaid/Student Health
200 - Special Revenue - Teachers Fund	150 - State and Federal Grants - Incidental
300 - Debt Services	160 - Local Grants - Incidental

400 - Capital Outlay	250 - State and Federal Grants – Teachers Fund
	260 - Local grants - Teachers Fund
	440 - Food Service - Capital
	450 - State and Federal Grants - Capital
	460 Local Grants - Capital

The **FUNCTION CODE** is the second segment represented by 4-digits. Function refers to the action or purpose for which a person or object is utilized or has a reason to exist. In the context of a school district or charter school, function encompasses the various activities and actions undertaken to achieve the organization's goals. These activities within the local school system can be broadly categorized into five areas: Instruction, Supporting Services, Operation of Non-Instructional Services, Facilities Acquisition/Construction Services, and Debt Service. To provide further specificity, code numbers are assigned to each of these areas.

FUNCTION DESCRIPTION	FUNCTION CODE
Elementary School	1111
Middle School	1131
High School	1151
Special Education	1221
School - Sponsored Athletics	1421
Counseling Services	2122
Other Supportive Services	2191
Professional Development	2213
Office Of The Principal	2411
Early Childhood	3512
Family Community Engagement	3912

Object Code Structure

The third segment in the expense (and revenue) account structure is known as the OBJECT CODE, which consists of six numerical digits. Revenue commitment items are distinguished by a leading number 5, while expenditure commitment items start with the number 6. Both revenue and expense commitment items are further categorized by specific types. Revenue commitment items are commonly classified as local, county, state, or federal sources. On the other hand, expense commitment items are categorized into salaries, benefits, purchased services, supplies and materials, or capital outlay. Below is the breakdown of the categories for revenue and expense commitment items along with their corresponding leading digits.

REVENUES		EXPENDITURES	
51*	Local Revenue	61*	Salary and Payroll
52*	County Revenue	62*	Benefits and Fringe
53*	State Revenue	63*	Purchased Service
54*	Federal Revenue	64*	Supplies and Revenue
55*	Non-Current Revenue	65*	Capital Outlay
56*	Revenue from LES's	66*	Long and Short Term Debt (Finance Use Only)

Commonly used objects are highlighted in yellow

EMPLOYEES SALARIES		
6111	Salaries - Certificated Full-Time	Salaries of all teachers Counselors.
6151	Classified Salaries - Full Time	Salaries of Counselors, Psychologists, Librarians, Health, Attendants, Social Workers, etc.

6152	Instructional Aide Salaries	Salary paid to teacher aides whether certificated or uncertificated. Certificated aides should be paid out of the Special Revenue (Teachers) Fund. Non Certificated aides should be paid out of the General (Incidental) Fund.
6112	Administrators Salary	Salaries pay Admin support services
6121	Substitute Salaries	Salaries paid to teacher substitutes (full time or part-time).
6122	Other Part-Time Salaries	Certificated teachers who work less than full-time and perform work in positions of either a temporary or permanent nature.
6131 (Extra Duty/Supplemental Pay)	Extra Service Pay	Salaries paid for extra service pay outside of a normal workday or contract date. This is not paid as overtime rate; rate is set at a certain amount per hour according to position.
6151	Teacher Aides	Salaries of teacher aides.
6152	Instructional Aide Salaries	Instructional Aide Salaries
6153	Classified Substitute Salaries & Sub-clerks Classified	Classified Substitute Salaries & Sub-clerks Classified
6211	6211 Retirement Contribution Certificated	6211 Retirement Contribution Certificated
6221	Retirement Contribution NonCertificated	Non-Certificated Employer's contributions to retirement plan.
6231	Old Age, Survive, and Disability Insurance	Employer's share of Social Security paid by KA 6.2% of salary
6232	Medicare	Employer's Medicare contribution by KA @1.45% of salary
6241	Group Med Insurance	Employer's medical insurance plan

6261	Workers Compensation & Unemployment Comp - FTE	Amount paid by District to provide workman's comp insurance by KA @ 2.9% of salary
6271	Unemployment Comp	Expenditures paid by LEAs for employee benefits under unemployment compensation plans which include actual benefits paid or unemployment insurance. There are no employee contributions.
6291	Other Employer Provided Benefits	Expenditures paid for employer provided benefits such as automobile allowances, moving expenses, day care, parking, fitness classes, on-site clinics, etc.
PURCHASED SERVICES		
6315	Audit & Account Services	Expenditures relating to services performed. For SLPS by outside audit/accounting firm
6316	Data Processing & Technical Services	Expenditures relating to professional or consultant services for processing data or performing technology-related services (e.g., data processing services for purchasing and warehousing and graphic art design
6317	Legal Services	Expenditures relating to services performed. For SLPS by outside legal firms

6318	Election Services	Expenditures relating to services for elections Within the School District.
6319	Other Professional Technical Services	Expenditures relating to professional, or consultant services not specified in other purchased services commitment items (excludes technology related professional services.
6321	Cleaning Services	Expenditures relating to cleaning services other than those provided by system employees.
6331	Cleaning Services	Expenditures related to the hiring of cleaning services
6332	Repair Maintenance Other	Expenditures relating to professional or Consultant services for repair and maintenance including contracts and agreements covering upkeep of grounds, buildings, and general equipment (excludes technology –related repairs.
6333	Rental Land & Building	Expenditures relating to rental of land and buildings
6337	Tech Repairs & Maintenance	Expenditures relating to professional or consultant services including ongoing

		service agreements for technology hardware
6338	Rental of Computers and Related Items	Expenditures related to the renting of computer equipment

6341	Contracted Transportation ToFrom School	Expenditures relating to transportation for students to and from school which is contracted by outside firm: payments to bus companies
6342	Other Contracted Pupil Transportation - e.g. Field Trips, after school	Expenditures relating to payment to bus Companies only for transportation of students for field trips, after-school etc which is contracted by Firms.
6349	Field Trip Admission	Expenditures related to field trip admission
6349	Non Prof Development Travel	Expenditures related to Student and Staff travel not associated with sport (i.e. Debate Team Travel)
6361	Postage	Expenditures relating to the purchase of postage stamps and postage meter rental.
6362	Advertising & Recruitment	Expenditures relating to advertising.
6336	Printing & Binding	Expenditures relating to printing and binding Services provided by outside firms
6371	Membership and Dues	Expenditures relating to

		membership dues of SLPS employees in professional organizations
6391	Field Trip Admission	Expenditures related to admission fees Associated with field trips for students.
6411	General Supplies	expenditures relating to the purchase of supplies including equipment costing under \$1,000/unit, items which are not found in the warehouse
6412	Computers, Laptops and iPads < \$1,000	Technology-related expenditures for supplies I typically hardware under \$1,000 (i.e computers, iPad, laptops, tablets)
6431	Textbook Direct Purchase	Expenditures relating to textbooks purchased directly from distributor for delivery to school locations.
6441	Library Books	Expenditures relating to the purchase of library books.
6491	Equipment/Furniture >=500<\$1000	Expenditures relating to the purchase of equipment that is \$500 or more, but less than \$1,000. (i.e. Music Instruments, Desks, etc.
6542	Classroom Equipment	Expenditures relating to the purchase of classroom equipment not technology related Greater than \$1,000 per unit cost
CAPITAL OUTLAY		
6543	Technology Related – hardware	Expenditures for technology –

		related equipment and technology infrastructure over \$1,000 (e.g. network equipment, servers, PC's, printers, other peripherals, iPads, laptops, projectors, promethean boards, and smartboards)
6544	Computer Software	Expenditures related to the purchase of technology software over the threshold of \$5000
6591	Other capital Outlay	Expenditures relating to capital expenditures not specified in the above object codes

Location	Fully Qualified Account
High School - 1050	100-1151-0000- 1050 -00000-00
Middle School - 3945	100-1131-0000- 3945 -00000-00
CEO Office - 1000	100-2321-0000- 1000 -00000-00

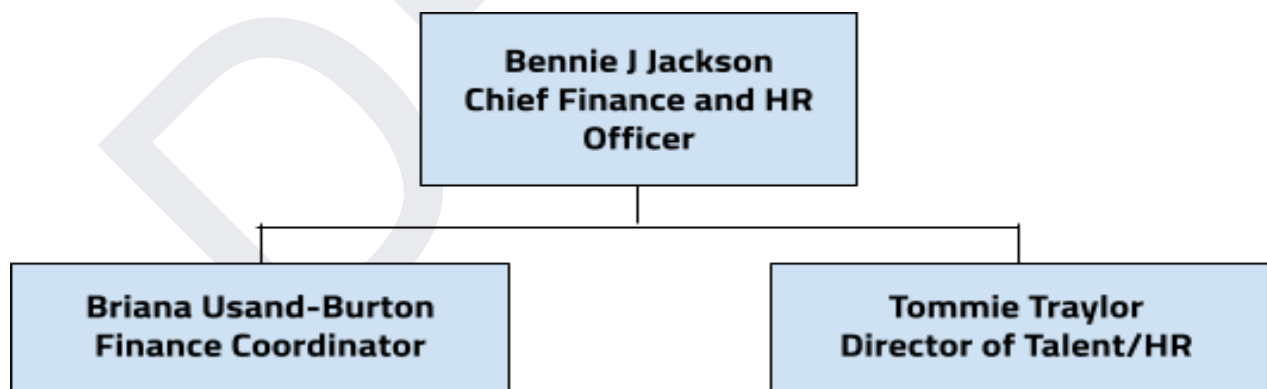
Project Code	Project Code Description
40001	Schoolwide Pool
12210	State K-12 SPED
38400	School Safety Grant
42207	Immediate Responsive Services (Mental Health)
44100	Federal - SPED
45100	Title 1
46101	Stronger Connection

Finance Office (FO)

The Financial Management Office (FMO) is responsible for the planning, coordination, preparation, and supervision of the District's annual budget. The Financial Management Office then monitors the budget operations during the fiscal year and provides special analysis of budget and financial issues. The office prepares fiscal information for the Chief Executive Officer, Board of Directors, Schools, Offices, state fiscal authorities, and the public. Some major functions of the office are:

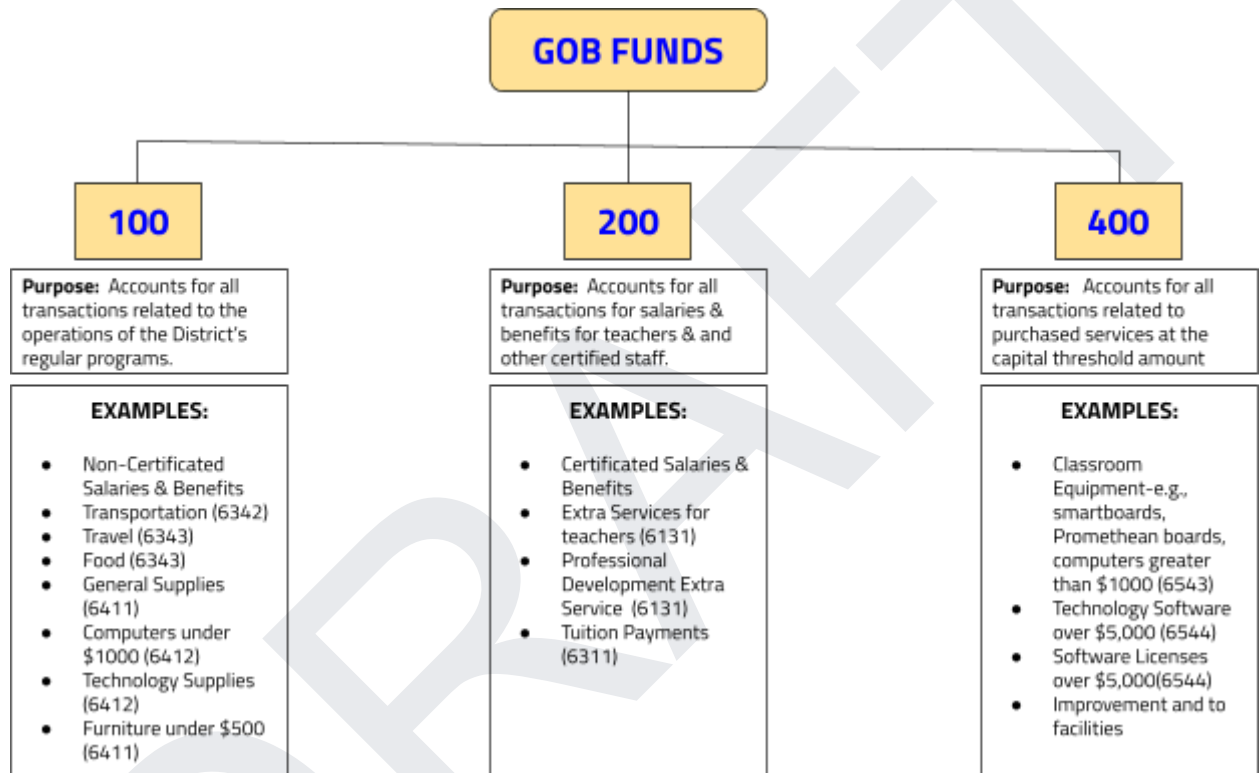
- Manage and development of the annual operating budget
- Budget monitoring and expenditure projections for current and future fiscal years
- Recommend and maintain all school staffing allocations
- Provide training regarding the financial system and monthly budget reporting
- Monitor spending of all GOB and Grant dollars to ensure compliance to awarding agency
- Design, generate, and provide financial reports and analysis
- Budget Transfers approval and processing
- Extra Service spreadsheet/Pay agreement approval and processing

The budget of Kairos Academies is prepared in accordance with the requirements of Missouri State Statutes, the Missouri Department of Elementary and Secondary Education Administrative Rules, and the "Missouri Financial Accounting Manual". Budgetary accounts are maintained on a modified accrual basis(1) in accordance with Generally Accepted Accounting Principles. The District's audited financial statements are presented in the format required by the Governmental Accounting Standards Board (GASB) Statement 34. GASB Statement 34 uses the accrual basis of accounting(2) for the Government Wide Financial Statements, proprietary and fiduciary fund statements.



General Operating Budget (GOB) Funds

The General Operating Budget (GOB) constitutes around 70% of the overall budget and is the least restrictive among all funds. Its primary purpose is to provide resources for school operations. The GOB plays a crucial role in supporting the District's academic and operational strategies to ensure students receive an exceptional educational experience. Additionally, it covers the essential daily operations of the District that do not receive funding from local, state, or federal grants.



Kairos Academies School Procurement and Purchasing Policy

Purpose

Define who has the ability to purchase items or services for Kairos Academies (KA) and how to follow the legal requirements for purchasing such items or services.

Policy

Kairos Academies desires to be fiscally responsible and comply with applicable law, and has thus adopted this Procurement and Purchasing Policy. It should be remembered that all funds, excluding the school lunch program, are considered funds of the School and this Policy must be followed.

Only individuals who are authorized by the school to purchase services or items may do so.

School credit cards shall be issued to staff personnel with responsibility for procuring items for the school. Individuals with credit cards have the authority to purchase items for any budgeted area of the school. All credit card receipts must be turned into the attached monthly report using expensify.

Teachers may purchase supplies to enhance their classroom and student learning and be reimbursed up to the amount of their allotted budget after providing receipts to the Finance Coordinator.

Procurement Responsibilities

- Ensure compliant procurement policies and adherence to Procurement Manual procedures.
- Oversee competitive bidding processes.
- Support contract and vendor management
- Provide RFP and board resolution support
- Purchase Order, Blanket, and Contract approvals in SAGE Intacct

Procurement Workflow Process

- The Kairos Academies attempts to maintain a current listing of suppliers by category either based upon current or past business relationships or supplier's request to be added to our supplier listings.
- The Kairos Academies relies on open and honest communication in dealing with any suppliers. Quality, price, delivery and service are of the utmost importance.
- Suppliers responding to any Request for Information (RFI), Request for Quote (RFQ), or Request for Proposal (RFP) should pay close attention to the details of any such requests. Kairos Academies seeks to choose suppliers based upon strict adherence to our requests and overall quality of proposals that are in the best interest of the District.

The KA Finance department must confirm any purchase is within the School's budget approved by the Board. Then, additional approval is required depending on the dollar amount of the purchase as follows:

Any procurement of goods and services is as follows:

- **Finance Committee** - Any procurement of goods and services over \$25,000 and two (2) options for contracts.
- **Chief Executive Officer or his designee**- Any procurement of goods and services up to \$24,999.
- **Chief Financial Officer**- Any procurement of goods and services Up to \$5000.
- **Chief Schools Officer/ Chief Strategy Officer/ Chief Operations Officer** - Any procurement of goods and services Up to \$3000.
- **School Principals** - Any procurement of goods and services Up to \$1000.

All purchases shall be in the best interest of Kairos Academies, 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. Contractors who interact directly with Kairos students are required to pass the same type of criminal background check that Kairos requires for staff and volunteers. Once approved, the contract may be re-approved in future years without competing bids by inclusion in the approved annual budget or by approval on a board consent agenda.

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 the Conflict of Interest Policy.

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.

Vendor Payment Terms

Itemized invoices shall be directed to Kairos Academies Finance office. In accordance with Missouri law. Payments are due to Vendor within thirty (30) days after the later of the following: (1) the date CSISD receives the goods; (2) the date the performance of the service is completed; or (3) the date CSISD receives an invoice for the goods and/or services.


Forms of Payment

In order to effectively receive payment, the following conditions must be agreed to by the vendor:

- All vendors who select Direct Deposit must complete a Direct Deposit Authorization Form and send it directly to Kairos Finance Office. Important: a voided check or letter from your bank and email address need to be included for the process to be complete.
- The direct deposit will be processed to only one (1) account as identified on the Vendor Direct Deposit Authorization Form. Once enrolled for direct deposit, all future payments to the vendor will be through ACH. Allow one week for processing this form.
- If a vendor/business closes its account with one financial institution and opens an account with another financial institution, it must notify the North East ISD Accounts Payable Department immediately by contacting Sara Rodriguez at srodri4@neisd.net requesting a Vendor Direct Deposit Change Form. The completed form will need to be returned along with a voided check/letter from the bank verifying the bank account information
- Checks are processed monthly, and if the vendor opts for check payment, it may take up to 30 days for processing.
- All vendors must adhere strictly to the regulations and guidelines set forth by federal, state, and local authorities, as well as those specific to Kairos. Compliance with these rules, policies, and procedures is mandatory for all vendors engaged in any business activities with Kairos.

Contract Forms

 [Kairos Contract.docx \(Make Copy\)](#)

 [Informal Bid \(Make Copy\)](#)

Compensation

Kairos Academies Compensation Framework

Overview

At Kairos Academies, and most organizations, salaries and benefits are the largest line item of each fiscal year's (school year's) budget. It is prudent to us to spend these dollars in ways that align to federal and state laws, align to our values, and are fiscally responsible in both the short and long term. It is also important to us that staff understand how compensation is assessed. No handbook can cover every situation. The examples

provided herein are provided for illustration purposes only. Through conversations with our hiring managers, Principals, and C- Suite, we have uncovered many shared beliefs that frame our compensation philosophy:

1. We strive to meet or exceed outside market for our most critical roles
2. We value equity in how compensation is assessed by making centralized and consistent decisions
3. We want to reward and retain our top performers by creating compelling compensation packages for our staff
4. We value transparency in our compensation decisions and have published a suite of resources for staff to reference

Taking these shared beliefs into consideration, the following moved forward for the 23-24 school year:

- We recommended the 23-24 Teacher salary schedule that is competitive in the local education space, with a starting Teacher salary of \$48,500.
- We issued across the board increases of 3% for all non-instructional staff.
- We created an Approved Stipends List to ensure that we are issuing stipends equitably across Academies and teams.
- We are creating and auditing all salary offers on a periodic basis to ensure that offers are aligned and equitable.
- We will not negotiate salaries as we believe that doing so creates inequities across race and gender lines before an employee even enters their position.

Determining Teacher Compensation

In St. Louis, as with all major metropolitan areas, teacher salaries are driven heavily by salaries of surrounding districts. Beginning in early fall each year, we review starting teacher salaries for surrounding districts and determine where our starting salary will land in relation to our peers. We then build out a full teacher salary scale and determine the financial impact of moving to the new scale. Through budget rounds occurring between late winter and early spring, we make determinations on how to prioritize compensation decisions with other significant organizational priorities impacting staff and students. Once final budgets are set in late spring, we communicate our new teacher salary scale to staff and seek final Board approval.

Determining Non-Instructional Compensation

Given that non-instructional salaries do not fluctuate with the market as frequently as teacher salaries, we follow a different process and cadence to review these roles. Every three years, we conduct a full compensation

analysis for non-instructional positions. We benchmark our positions against positions in traditional districts and charters similar to Kairos Academies to determine salary ranges that are competitive with our peers.

After conducting the analysis, we determine the financial impact of any salary range adjustments as well as end of year increases. Through budget rounds occurring between late winter and early spring, we make determinations on how to prioritize compensation decisions with other significant org priorities impacting staff and students. Once final budgets are set in late spring, we communicate our revised non-instructional salary scale to impacted staff and seek final Board approval.

Position Evaluation

Position evaluation is the process by which the relative worth of a position is established. This includes the appropriate job title and compensation grade being established by the Kairos Academies Talent team. Every year, Talent completes the position evaluation process for groups of positions across Kairos to ensure each role is revisited for accuracy.

Determining Title Level

Title levels* were created during the 23-24 school year in order to:

- Create a clearly defined title structure so staff knows what it takes to be at each level,
- Increase transparency around titles and compensation, and
- Create a framework that could be used for other work streams including evaluation, succession planning, and career pathways.

**Title levels are separate from salary grades in that a title level may not necessarily equate to the same salary grade.*

Determining Salary Grade

A salary grade is where a position's compensation band lands in reference to a specified title level and responsibilities for a role. Talent reviews the salary ranges every three years, with some individual roles more frequently on an as-needed basis, to ensure our ranges remain competitive in the St. Louis-area education space, as well as to incorporate any federal changes to cost of living.

The Talent Support Team considers two key factors, among others, when determining the compensation grade and corresponding salary range for a position:

1. Internal Equity—How this position compares to similar roles within the organization
2. External Competitiveness—How this position is compensated in the external market

Questions asked to determine salary grade and title level:

- What are the duties of the role?
- Would this position be an individual contributor, or will this position be managing staff?
- What other positions, internal and external, is this role most comparable to?
- How much risk is associated with the scope of this role?
- How much of an impact does this role have on the organization?

Note: for grant-funded positions, there may be limitations as defined by the grant. We will work with the parameters of the grant specifics to align with our compensation policies.

Re-Evaluating a Position

A position is eligible for re-evaluation when its primary duties have significantly increased or decreased in scope and/or complexity. If a manager believes that a re-evaluation is necessary, they should reach out to Talent for review. This process should happen prior to or during budget season (December/January) so that the revaluation of the position takes effect in a subsequent fiscal year and is accounted for during budget season.

All request for Re-evaluating most submit a [W Kairos classified ReclassForm.docx](#)

Salary Offer Guidance

Kairos Academies strives to be an employer of choice for exceptional, high-achieving employees who are committed to working every day to lead St. Louis forward for the students we serve.

Read below for more information on how we determine salaries for our staff members.

Determining a Salary Offer - Academy Roles

1. Review resume for relevant years of experience
2. Talent Support reviews the candidate's resume to credit experience relevant to the role.
3. Determine salary offer by matching years of experience to the salary scale
4. Talent Support determines salary offers for candidates by matching their experience to the salary scale for their salary tier

Determining a Salary Offer - Network Office

1. Talent Support reviews compensation grade and corresponding salary range
2. Talent Support reviews the candidate's profile; determine a candidate's qualifications by reviewing their resume for the following information:
 - a. What is the candidate's level of education compared to the requirements of the position? Is the degreed area applicable to the job requirement?
 - b. How many total years of work experience does your candidate have?
 - c. How many years of relevant work experience does your candidate have?
 - d. Does the candidate have experience at a higher-level than that of the role they've applied for?
 - e. Talent Support determines salary offer for candidate; determine a staff member's placement within their salary range based on the following information:
 - i. What is the salary range for the role?
 - ii. How many relevant years of experience does the candidate have?
 - iii. How many total years of work experience do they have?
 - iv. What are peers in the same role, and experience, earning?
 - v. What are peers in the same salary range earning?
 - vi. Where should they be situated in the salary range given their experience?
 - vii. What is the budgeted salary for the position?


Factors We Do and Do Not Consider When Creating a Salary Offer

Factors We Consider

- Salary range for position
- Internal equity
- Incumbent total years of work experience
- Incumbent relevant years of work experience
- Budgeted salary
- Evidence of previous work outcomes and/or transferable skills

Factors We Do Not Consider

- Race

- 
- Color
 - Sex
 - Age
 - Genetics
 - National Origin
 - Sexual Orientation
 - Religion
 - Alma Mater
 - Kairos or Teach for America alumni status
 - Advanced degrees/certifications (except in certain specialized roles)
 - Perceived or actual disabilities
 - Salary of previous incumbent
 - Previous/minimum salary requirements
 - Financial need of the incumbent
 - Familial/intimate relationships of the incumbent

Why We Do Not Consider These Factors

Kairos is an equal opportunity employer and does not base its employment decisions on Race, Color, Sex, Age, Genetics, National Origin, Sexual Orientation, Religion. As an Equal Opportunity Employer, we base offers on the qualifications of the candidate.

Alma Mater: While we are aware that some programming may be more rigorous than others, candidates are hired to execute a particular job function. Attendance at a specific university is not indicative of job outcomes and should not be a factor we consider when creating an offer.

Kairos or Teach for America Alumni Status: While alumni status may make a candidate more qualified for a role, it is not directly related to outcomes and should not be factored into a salary offer.

Advanced Degrees/Certifications: Generally speaking, the attainment of an advanced degree is not directly related to outcomes in a position unless that degree was obtained in your role's specific field. If a candidate has

a degree that is a prerequisite for selection, it has already been accounted for when assigning the salary range for the role and should not be factored into the salary offer.

Salary of Previous Incumbent: A salary offer should be based on the qualifications of your candidate. It is likely that several factors went into the salary for a previous incumbent which should not be considered for your candidate.

Previous/Minimum Salary Requirements: We hire candidates who come from a wide range of organizations, both for-profit and nonprofit, and from many different cities and states. This means that several different factors (location, business type, tenure, etc.) could have contributed to their previous salary. While we always want to offer a candidate more than they were previously making, this could lead to inherent salary inequities for other staff hired in similar roles who didn't come to Kairos with the same salary requirements.

Financial Need of the Incumbent: While we are all human and are inclined to offer others any help we can, we must operate from a mindset that all candidates are in financial need. Offering higher salaries to candidates who express financial need could unintentionally lead to salary inequities across the organization.

Familial/Intimate Relationships of the Incumbent: A prospective employee's qualifications should be assessed separate from any relationships they have within the organization. Basing a salary offer on their relationship could lead to inequities, amongst other significant issues within the organization.

Negotiating Salaries

In recent years, many organizations have implemented a no-negotiation policy to inhibit salary negotiations between hiring managers and new hires/employees. The premise behind no-negotiations is one of equity—some people are better negotiators than others and those differences cross gender, race, and ethnicity lines.

While Kairos Academies hasn't developed a formal no-negotiation policy yet, there are processes we follow when issuing a salary offer:

- We do not negotiate just to negotiate. We will revisit a quote to ensure equity or to account for information that we didn't previously have. We don't revisit an offer simply because we are asked for higher compensation.
- We always issue equitable offers upfront. We don't low ball our candidates simply to bring them in at a lower salary.
- We tell our managers that it is ok to say "no" when candidates request to negotiate. If our shared belief is one of fairness and equity, it may mean that we can't offer a candidate what they are asking for because it would bring them in higher than peers with similar experience.

Non-Instructional to Instructional Salary Offers

When a current Kairos employee in a non-instructional role wants to enter or return to the classroom, we will consider the following to determine placement and salary:

1. Their earned compensation when they left their instructional role (as long as they are returning to within two years)
2. Their total years of instructional experience in relation to the Teacher Salary Scale

For total instructional years of experience, we will count all years of experience as a:

- Teacher of record
- Instructional Director
- Culture Director
- NDL Director
- Instructional Coach

We will not consider the following roles for instructional years of experience:

- Director of Academy Operations
- RJC
- Paraprofessional
- Counselor
- Executive Assistant
- Academy Testing Coordinator
- Teaching Assistant
- Any other non-academic based roles (can be reviewed on a case-by-case basis)

The highest of the two options above would indicate their compensation offer. If we have an 11 or 12-month employee who never served in an instructional role at Kairos Academies, but has teaching experience, we would follow the Teacher Salary Scale and can be reviewed on a case-by-case basis.

Role Transitions

Promotion

Definition: A promotion occurs when a staff member transitions into a position in a higher compensation grade.

Example: A staff member transitions from Academy Receptionist to Academy Operations Coordinator OR a Network staff member transitions from Content Manager to a Content Director.

Salary Guidance:

- The staff member should be paid within range for their new role.
- The staff member should be offered a salary that accounts for their experience and education (if required) and is aligned with peers with similar qualifications.
- Typically, a salary increase of at least 5% is indicated when a promotion occurs but that may not always be the case.

Demotion

Definition: A demotion exists when a staff member transitions into a position in a lower salary band.

Example: A staff member transitions from Academy Operations Director to Registrar.

Salary Guidance:

- The staff member should be paid within range for their new role.
- The staff member should be offered a salary that accounts for their experience and education and is aligned with peers with similar qualifications. Keep in mind that this staff member has been performing in a higher-level position, so it may make sense that their salary would be slightly higher than peers with the same years of experience.
- Typically, a salary decrease happens as part of a demotion.

Lateral Transfer

Definition: A lateral transfer occurs when a staff member transitions into a position in the same salary band.

Example: A staff member transitions from Instructional Director (Manager-Level, Academy) to Director of Mentorship (Manager-Level, Network Office).

Salary Guidance:

- The staff member should be paid within range for their new role.
- In most cases, the salary should remain the same. A salary increase should only be offered to (1) align the staff member with new peers with similar qualifications or (2) for staff who are not eligible for an end of year increase but would have otherwise received one if they stayed in their same role.

Administrative Reassignments

Kairos Academies reserves the right to reassign employees in the best interest of the organization. Unless otherwise specified in writing by the President or the Chair of the Board of Directors, all employment with Kairos Academies is at will. . At any time, an employee may be reassigned to best meet organizational needs and priorities.

In instances where an administrative reassignment is necessary, the staff member will be reassigned to a vacant position that is equivalent in pay and status, if available. If an equivalent position is not available, the staff member will be reassigned to a vacant position at a lower level. When a staff member is reassigned to a position at a lower level, the staff member will maintain their salary through the end of that semester and will then have their salary adjusted to be within range for their new role.

Grant-Funded Positions

To ensure compensational equity in the organization, positions that are funded by grant awards/subawards are subject to all Kairos Academies compensation policies and processes regardless of budget allowances from the grant funding source.

Additionally, roles that are strictly grant funded are subject to the duration of the funding source. When this source ceases to provide salary allowance for the role, the role is subject to elimination. Staff who are impacted by such role eliminations will have until the end date of the funding to secure another role within the organization, if one is available, to remain in employment with Kairos Academies. The Talent Team will support

with job acquisition as much as they are able, and it is ultimately up to the impacted staff member to apply and interview for other vacant positions, as well as the hiring manager to make the offer, if appropriate.

Interim Compensation

Employees who take on significant additional responsibilities for substantial periods of time will be compensated on a temporary basis for the extra duties. A written letter agreement will be signed to confirm the scope of the extra duties, additional compensation, and duration of interim appointment. Any additional compensation shall be paid prospectively only. No compensation shall be paid retrospectively in compliance with Missouri law. Read below for guidance on our interim compensation policy.

Eligibility

- The responsibilities according to the applicable job description being undertaken by the employee are significant which is generally defined as being larger in scope than current responsibilities and would account for approximately 50% of an employee's time. (The Talent Support team can assist with determining whether additional responsibilities are significant)
- The responsibilities being undertaken by the employee must be those of another position that is vacant.
- The interim role shall normally be for no less than four (4) consecutive weeks and no more than twelve (12) consecutive months.

Exclusions

- This policy cannot be applied to account for the duties of an employee on leave.
- This policy is applicable to any employee required to complete duties of a Chief or Principal while they are out on leave. This requires approval from the CEO respectively.

Rate of Compensation

If an interim promotion occurs, the employee shall receive the entry rate of the new role or an increase of 5% of his/her current pay for each pay grade, whichever is greater. At the end of the interim duties, the affected employee's salary shall revert to its original level including any salary increase which the employee would have received in his/her regular position.

Naming Guidance

When an employee takes on a new assignment in an interim capacity, the title should adhere to the following naming convention: *"Interim (Insert Job Title)"*. This title should be applied for the length of the interim role.

Disclaimers

The employee should be made aware that the assignment to the interim position does not guarantee an eventual permanent assignment to the position or of the additional duties and responsibilities.

Approval Process

Approval of any interim positions will be done by the Director of Talent Support and the C-Suite sponsor.

Network Office Position Review

The Talent Team reviews all staff compensation on an annual basis to ensure equity across teams and functions. In addition, the Talent Team completes a full compensation analysis of instructional and non-instructional roles every year and every three years, respectively. If salary adjustments are needed, the Talent Team will make them at that time, subject to the approval of the Board.

A full compensation analysis was completed in the fall of 2022 for Network Office positions and Academy-based positions. The analysis resulted in new salary ranges and adjustments for staff who were below range.

New Positions or Rescopes - Network Office

All new positions should be requested during the normal budget process every Spring semester; however, organizational needs may change causing positions to either be created or rescope outside of the budget window.

The Network Office position approval form should be used whenever a department would like to either open a position for the current year that did not go through the normal budget process or if they would like to rescope a position that is currently vacant and budgeted for. A position rescope would be considered if the original

position is a different title level and/or salary grade than the position that is being requested. Below is a workflow all parties involved should follow in these instances.

The process is as follows:

1. C-Suite member connects with their team about need for budgeted position
2. C-Suite works with Talent on job description
3. Talent reviews position and sends position request form and job description to Budget
4. Budget checks Approved Personnel Budget to ensure that a requested position is authorized within 5% of the budgeted salary specified for the position
5. If salary is over 5%, Budget will connect with the C-Suite member to have them identify funding within their budget to receive approval from the Director of Budget and Financial Planning.
6. If it exceeds 10% of budgeted salary, Budgets will reach out to the C-Suite member to get the position put back on the C-Suite agenda for approval.
7. C-Suite approves position and budget impact and sends weekly list of approved positions to Budgets/Payroll/Talent
8. Payroll sets up the Position ID(s) in eFinance and provides the PIDN(s) to Talent. Talent posts the position.
9. Candidate Hired
10. Talent assigns the new employee to the correct PIDN

Red Circle Policy

When an employee is paid at or above the maximum of their salary range, an organization can choose to red circle their pay. Red circling an employee's base pay is a common approach organizations take, which means to freeze the employee's base salary to allow the market to catch up to the current rate.

Salary and Stipend Schedules

Teacher Salary

Teacher Salary Schedule			
Yrs. Experience	Salary	Yrs. Experience	Salary
0	\$48,500.00	13	\$61,500
1	\$49,500	14	\$62,500
2	\$50,500	15	\$63,500
3	\$51,500	16	\$64,500
4	\$52,500	17	\$65,500
5	\$53,500	18	\$66,500
6	\$54,500	19	\$67,500
7	\$55,500	20	\$68,500
8	\$56,500	21	\$69,500
9	\$57,500	22	\$70,500
10	\$58,500	24	\$72,500
11	\$59,500	25	\$73,500
12	\$60,500		

Teachers are considered school year employees. School year employees work on regularly scheduled school days, Saturday school days, and end-of-year field lessons as determined by the school, and all professional development days as outlined on the Board–approved calendar. Please see the current school calendar for more specifics.

Teachers with Content Certification approved by Mo, but not the teacher of record for a cohort of students, will have a starting salary of \$45000. They will be eligible for annual increases of \$500 for every year they stay in the role.

Additional Teacher Stipends

Graduate: \$1,500

Certifications-\$1,500

Administration and Non-Instructional Salary (24-25)

Network Office				Probation	Tier 1 (1-3)	Tier 2 (4-6)	Tier 3 (7-10)	Tier 4 (11-15)	Tier 5 (16-20)	Tier 6 (21-25)	
CEO	Year-Round	Salary	\$175,000								
Chief-level	Year-Round	Salary	\$75,000	\$145,000	\$75,000						
Sr. Managing Director/ Managing Director	Year-Round	Salary	\$80,000	\$125,000	\$80,000						
Director	Year-Round	Salary	\$70,000	\$100,000	\$70,000	75000	80000	85000	90000	95000	100000
Manager	Year-Round	Hourly/ Salary	\$55,000	\$80,000	\$55,000	60000	65000	67500	70000	75000	80000
Coordinator	Year-Round	Hourly/ Salary	\$45,000	\$70,000	\$45,000	50000	55000	57500	60000	65000	70000
Assistant or Receptionist	Year-Round	Hourly/ Salary	\$35,000	\$50,000	\$35,000	37500	40000	42500	45000	47500	50000
Academic related Coaches, Interventionist, Facilitators, Specialists, and Advisors	Year-Round	Hourly/ Salary	\$60,000	\$75,000	\$60,000	62500	65000	67500	70000	72500	75000
School Based				Probation	Tier 1 (1-3)	Tier 2 (4-6)	Tier 3 (7-10)	Tier 4 (11-15)	Tier 5 (16-20)	Tier 6 (21-25)	
Academy Director/ Principal	Year-Round	Salary	\$100,000	\$130,000	\$100,000	105000	110000	115000	120000	125000	130000
ID	Year-Round	Salary	\$70,000	\$105,000	\$70,000	75000	80000	85000	90000	97500	105000
Director of Operations/College & Career Counseling	Role Dependent	Salary	\$70,000	\$100,000	\$70,000	75000	80000	85000	90000	95000	100000

Academic related Coaches, Interventionist, Facilitators, Manager (Instructional) Specialists, and Advisors	Role Dependent	Hourly/ Salary	\$50,000	\$75,000	\$50,000	55000	57500	60000	65000	70000	75000
Teaching Aide/Para/Long Term Sub	School Year	Hourly/ Salary	\$30,000	\$42,000	\$30,000	32000	34000	36000	38000	40000	42000
Substitute Teachers or After-school support roles	As-needed	Hourly	\$25.00	\$30.00	\$25.00						
Licensed Nurses, Social Workers, & Counselors	Role Dependent	Hourly/ Salary	\$50,000	\$75,000	\$50,000	55000	60000	65000	67500	70000	75000
Manager (Non Instructional)	Role Dependent	Hourly/ Salary	\$45,000	\$75,000	\$45,000	50000	55000	60000	65000	70000	75000
Coordinator (Non Instructional)	Role Dependent	Hourly/ Salary	\$40,000	\$60,000	\$40,000	42500	45000	50000	52500	55000	60000
Assistant	Role Dependent	Hourly/ Salary	\$35,000	\$47,000	\$35,000	37000	39000	41000	43000	45000	47000
Food Service Positions (non-manager)	School Year	Hourly/ Salary	Minimum Wage (FT: \$20,000)	\$20.00 (FT: \$32,000)	Minimum Wage (FT: \$20,000)						
Facility, Maintenance, & Grounds Positions	Role Dependent	Hourly/Salary	Minimum Wage (FT: \$20,000)	\$30.00 (FT: \$32,000)	Minimum Wage (FT: \$20,000)						
Bus Drivers	School Year	Hourly/ Salary	\$12.00	\$20.00	\$12.00						
Bus Monitors	School Year	Hourly	Minimum Wage	\$15.00	Minimum Wage						

Student Worker	As-needed	Hourly	Minimum Wage							
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Athletic Coach Salary

- Coaches shall be compensated as outlined in the Salary Schedule.
- Coaches are paid at the end of the season.

Athletic Coaching Tiers	I	II	III	IV	V	VI	VII
Years Experience	0 - 3	4 - 6	7 - 9	10 - 12	13 - 16	17-20	21 - 23
<i>Coaches may be awarded up to Tier III</i>							
Badminton Varsity	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500
Boys							
Baseball Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Baseball Varsity Assistant	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Boys/Girls							
Basketball Varsity	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000	\$5,500	\$6,000
Basketball Varsity Assistant	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000
Basketball Freshman and JV	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000
Basketball Freshman and JV Asst.	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Basketball Middle	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Boys/Girls							
Cross Country Varsity	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Cross Country Assistant	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500
Cross Country 8th & 7th	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500
Boys							

Football Varsity	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000	\$5,500	\$6,000
Football Varsity Assistant	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000
Flag Football Varsity - Girls	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000	\$5,500	\$6,000
Flag Football Varsity Asst. - Girls	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000
Football JV and Freshman	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Middle School Flag Football	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Boys/Girls							
Golf Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Boys/Girls							
Soccer Varsity	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000
Soccer Varsity Assistant	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000
Soccer JV	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Middle School	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Girls							
Softball Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Softball Varsity Assistant	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Boys/Girls							
Swimming Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Swimming Assistant/Dive (1)	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Boys/Girls							
Tennis Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Tennis Freshman	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Tennis 8th & 7th	\$750	\$1,250	\$1,750	\$2,250	\$2,750	\$3,250	\$3,750
Boys/Girls							

Track Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Track Varsity Assistant	\$1,250	\$1,750	\$2,250	\$2,750	\$3,250	\$3,750	\$4,250
Track Freshman	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Track 8th & 7th	\$750	\$1,250	\$1,750	\$2,250	\$2,750	\$3,250	\$3,750
Boys/Girls							
Volleyball Varsity	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500
Volleyball Varsity Assistant	\$1,250	\$1,750	\$2,250	\$2,750	\$3,250	\$3,750	\$4,250
Volleyball JV and Freshman	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000
Volleyball Middle School	\$750	\$1,250	\$1,750	\$2,250	\$2,750	\$3,250	\$3,750
Boys/Girls							
E-Sports Varsity (HS)	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000

- Approval for a new sports program requires the Principal, Athletic Director, and Finance Office sign-off. **NO EXCEPTIONS!**
- Must attend 75% of Games
- At the discretion of the Director of Human Resource and Finance Office; may offer \$5,000 Athletic Director Stipend if we fail to hire two Student Activities Coordinator

DRAFT

STIPEND PROGRAM

At Kairos Academies, we tremendously appreciate our staff for everything they do. As one token of appreciation, Kairos Academies has created a Stipend Program for all staff members.

A stipend is a fixed amount of money an organization pays people to perform or set tasks over time. With this in mind, there are guidelines set for such benefits.

Guidelines:

- The stipends listed are approved by The Board of Directors and managed by Kairos Academies Finance Department.-
- Any stipends not listed **MUST** be approved by the CEO, Finance Office, and Board of Directors.
- Written documentation **MUST** be provided to prove the validity of set tasks (i.e., Club Applications, Attendance Roster, Club/Sports Schedules & Stipend/Tutor Tracker) and submitted to the employee's supervisor and Finance Office for final approval.
- Once stipends are approved, a contract **MUST** be signed by a Kairos Academies Finance Department member and the recipient.
- Substitute Stipends and Tutoring Stipends are the **ONLY** two stipends paid out every month.
 - To track attendance, each employee **MUST** clock in and out using Paycor.
 - Payout dates are on the **LAST** pay cycle of the month
- Stipends are paid out in the last periods in December and June.
- Leaving before payout results in forfeiture of the stipend.
- Teachers **WILL NOT** be able to participate in more than **three** extracurricular activities.

The following charts shall determine the compensation for Kairos Academies Stipends.

Club Stipends

Club stipends are compensated based on the schedule below.

Club Stipends	Amount
Academic Decathlon	\$750
Band HS Director (semester)*	\$1,000
Band HS Assistant (semester)*	\$750
Band MS Director (semester)*	\$1,000
Band MS Assistant (semester)	\$750
Color Guard Instructor (1 semester)	\$750
Visual Instructor (Per Year)	\$750
Cheer Varsity (semester)**	\$750
Cheer Varsity Assistant (semester)**	\$400
Cheer Freshman and JV (semester)	\$750
Pom/Dance Varsity (semester)	\$1,000
Pom/Dance Assistant (semester)	\$750
Chess	\$500
Drama HS (Semester)	\$1,000
Student Council - Junior High (Per Semester)	\$500
Student Council - High School (Per Semester)	\$750
Newspaper HS (Per Year)	\$300
Speech and Debate (Per Semester)	\$1,500
Vocal HS	\$1,000
Vocal JH	\$750
Yearbook HS (Per Year)	\$1,000
Yearbook JH (Per Year)	\$750
HS Approved School Clubs	\$500 Per club
MS Approved School Club	\$400 Per Club
Additional Information	
* Must Perform Two Concerts (Fall and Spring) to Qualify.	

Description and Qualifications:  **STIPEND DESCRIPTION**

Stipend Name	Total Amount	Frequency	Approved By
High Need Position	\$1,000	\$500.00 (Dec/Jun)	Principal
ELL Coordinator	\$300.00 per family	50% (Dec/Jun)	Principal
Principal In Residence	\$5,000	\$2,500 (Dec/Jun)	CEO
Resident Operations Director	\$3,000	\$1,500 (Dec/Jun)	CEO/COO
Student Tutoring	\$20.00/Hour	Last Pay Cycle Of Month	Principal
Extra Duty (Substitution)	\$20.00/Hour	Last Pay Cycle Of Month	Principal
* Department Chair *Grade Team Lead * Instructional Coach	\$4,000	\$2,000 (Dec/Jun)	Principal/CSO
Graduate Degree	\$1,500	July 1st-Oct 1st 100%; Oct 2nd-Dec 1st 75%;	Kairos Finance Team
Teacher Record Of Certification	\$1,500	July 1st-Oct 1st 100%; Oct 2nd-Dec 1st 75%;	Kairos Finance Team
"A" Mentor (Non-Instructional Staff)	\$200 per student (Max. 5)	50% (Dec/Jun)	Director of Student Experience Finance Office

REIMBURSEMENT PROGRAM

The employee reimbursement program provides a mechanism to seek reimbursement for certain expenses incurred during their duties. This program typically outlines the types of expenses that are eligible for reimbursement, such as travel expenses, professional development courses, or work-related supplies. Employees are required to submit appropriate documentation, such as receipts or invoices, to support their reimbursement claims. Upon approval, the reimbursement is typically processed according to the organization's

policies and procedures. The program is an important benefit for employees, supporting their professional growth and ensuring that they are adequately equipped to fulfill their roles within the organization.

Guidelines

- Submit the reimbursement [form](#) to the finance office.
- Ensure all expenses have receipts **(NO EXCEPTIONS)**.
- Submit reimbursement requests by the **25th** of the month, except February, which requires submission by the **23rd**.
- Prior to making a purchase, you **MUST** verify with finance that the item is reimbursable.
- Payouts are issued on the last pay cycle of the month.
- **ALL REIMBURSEMENTS MUST BE MANAGER APPROVED**

Reimbursable Activities

Reimbursement Name	Description	Total Amount	Frequency	Approver
Wellness	W Kairos Wellne...	\$600	Until the full \$600 is utilized	Kairos Finance Office
Tuition	W Kairos Tuition...	Up to \$476.00	Fall Semester (April) Spring Semester (January)	CEO & Kairos Finance Office
Travel	W Travel Policy a...	Based Off Receipt	N/A	Manager & Kairos Finance Office
*Supplies	Any approved purchases	Based Off Receipt	Limited Use; 3 Times Per Year	Manager
Fingerprinting	Fingerprint Sign Up	Based Off Receipt	Once Per Year	Kairos Finance Office

Achievement/Celebratory Recognition

Achievement Stipends

Achievement Stipends are designed to provide incentive compensation for all eligible employees, reward them for exceptional work, and for helping Kairos Academies reach its organizational goals. To be eligible for the stipend, an employee

- Must have been employed as of October
- Must have a satisfactory year-end performance rating

Achievement Stipends are provided at the discretion of Kairos Academies administration; thus, Kairos reserves the right to administer, modify, or terminate the plan with or without notice.

Achievement Stipends (Non-Instructional)

To receive the Achievement Stipend, employees must meet or exceed their functional goals and contribute to the organization's overall success in achieving its organizational goals. The stipend amount is determined based on the level of achievement and contribution towards these goals.

The Achievement Stipends motivate employees to strive for excellence in their work and contribute to the organization's success. It is a way to recognize and reward employees for their hard work, dedication, and commitment to achieving their goals.

By implementing the Achievement Stipends, the organization aims to create a performance-driven culture where employees are motivated to perform at their best and contribute to its overall success. This benefits the organization and creates a positive and rewarding work environment for all employees.

Group	Eligibility as a % of Base Salary	Goal Breakdown	Bonus Breakdown Related to Goal Classification
Sr. Leadership Team Members	15%	Organizational Functional	50% 50%
Principals and Directors/Managers w/Direct Reports	12%	Organizational Functional	40% 60%
Directors w/No Direct Reports	10%	Organizational Functional	30% 70%
Managers	8%	Organizational Functional	20% 80%

Coordinators	5%	Functional	100%
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Achievement Stipends (Instructional)

- Eligibility
 - Staff members must be actively employed on the scheduled payment date to be considered for the stipend.

Tiers	Description	Amount	Eligible Staff
Commitment	Referral to the team	\$500 - \$1000	All except Sr. Leaders
	Commitment to Excellence (Based on consecutive 5-Year Milestones)	\$2,500 for every five years	All staff
	Attendance	\$1750 for 95% ADA (\$250 per cycle)	All campus-based staff
Exemplars	Campus Achievement	\$500 - \$1000	Anyone at Campus= 90% or higher of campus goals met
	Teacher of the Year	\$1,000	
	Kairos Values	\$1000 (4 Awards)	All staff members
	Ops member of the year	\$1,000	
	Staff member of the year	\$1,000	Non-instructional/Non-ops team members
Performance	Instructional Performance	MAP/EOC Above 60% Proficiency- \$1000	Teachers of record
		Highest MAP/EOC Growth- \$1000 (from the previous year)	
		NWEA 70% Growth (ELA/Math)- \$1000	
	85% of Summit Class on Track- \$500		
	85% of Power focus areas on Track - \$500		
	85% Cog skills - \$500		
	Mentoring Performance	85% of basic expectations met - \$500	
	Kairos Career Pathways	Level 3/4/5 Teachers- \$1500-\$10000	

Appendix

Staff Frequently Asked Questions

Where can I find teacher salaries?

You can find the Teacher Salary Scale on the [internal staff intranet](#). Once salary scale updates are approved, all updates are posted there. Non-instructional salary ranges are also available on the [internal staff intranet](#).

I'm considering taking on another position. How can I find out how much I would make in that role?

Reach out to the hiring manager of the position you're considering. The hiring manager should be able to give you an estimated amount you would earn if you took on that new role. Keep in mind that the Hiring Manager won't be able to give you an exact amount since they haven't reviewed your experience or received approval for an offer from their C-Suite member and/or Talent Support.

Did you take my Master's or other advanced degree into account when determining my non-instructional salary offer?

We do not offer a premium for the attainment of an advanced degree. Rather, the attainment of a degree should be a reflection of your performance in the role. In that regard, someone who has attained an advanced degree in their content area should likely perform at a higher rate than their peers and subsequently be a strong candidate for any promotional opportunities.

What do I do if I don't feel like I'm being compensated fairly?

If you have questions or concerns about your current salary, start by talking to your manager. Your manager can offer you insight into the specific factors that impacted your salary offer. If you have questions or concerns that your manager can't answer, feel free to reach out to the Talent Team.

Why are teacher salaries continually increasing but other positions within the organization are not?

Our commitment to student success means that we must keep our most talented teacher leaders in the classroom. To do so, we have created a framework for what we intend to be compelling options for teachers.

The goal in reviewing teacher compensation annually is to recruit and retain great teachers where they are making the greatest impact—the classroom.

My offer letter says my salary is prorated. What does that mean?

Our 10 and 11-month, salaried employees are paid over a 12-month schedule. Therefore, if you are a teacher, 10-month, or 11-month employee you will continue to receive paychecks for the month(s) you are not actively at work.

If you are starting mid-year (after the calendar start date for the role), your salary is prorated based on the total number of days you will work in the current school year compared to the total number of working days available in the current school year.

For example, if you join the Kairos Academies team, as a 10-month employee, on September 19th, 34 of the 193 working days for this school year have passed. Therefore, you will work 159 days (approximately 82% of the school year) and your annual salary will be prorated by this amount over the remaining number of pay dates. In this scenario, if your annual salary is \$40,000, you will earn the prorated portion of that annual salary, approximately \$32,800, for your work from September 19 through May 30. In this example, these earnings would be paid to you beginning October 15, through August 15 of that school year. If you have questions about the calculation applied to your prorated salary, please email our Director of Finance.

Kairos Academies Total Rewards

Salary or hourly rate is not the only factor we consider when reviewing compensation for our staff!

Compensation

- Base salary
- Additional compensation (stipends, relocation, bonuses)

Org Mission and Culture

- Most challenging job you'll ever love
- Surrounded and supported by people who share the same mindset
- Staff Convocation, Holiday and celebration events

Benefits

- Medical/dental/vision insurance
- Short term disability and paid leave
- Paid time off
- Employee assistance program
- Retirement

Team Culture

- What is it like to work on your Academy/team?
- What is unique about your Academy/team?
- Why work on your team/Academy vs another team/Academy?

Rules we Play By

This section outlines all Academy leadership positions, what their salary guideposts are, how we determine creditable years of experience. In certain occasions, a year of experience may only count for a portion of creditable years based on the nature of the role. Our talent team makes an effort to ensure equity by reviewing the list below, and acknowledges that all positions and experience examples are not listed below. We review applicants on a case by case basis with the best judgment and information available. If you successfully complete your probation year (year 0 in role), you will be moved to Tier 1.

Academy Leadership Positions

Position	Creditable Years of Experience	Examples of Creditable Positions	Examples of Non-Creditable Positions	Salary Guideposts
Principal	All Principal or Superintendent level experience in a professional setting including leading and managing a team/or teams	Principal Superintendent	Resident or Assistant Principal	Starting at \$100,000 Increases by 3% per year of experience
Resident Principal	All Principal or Resident Principal level experience in a professional setting	Principal Superintendent Resident Principal	Assistant Principal	Starting at \$80,000 No differentiation in compensation for this role at the elementary or secondary level

<p>Director of Operations</p>	<p>All manager-level experience in a professional setting including coaching, leading, or managing adults, advising students/staff, counseling, and Network Office Title Level V positions that directly align with this function.</p> <p>Non-School Operation Manager experience will count as 0.5 years unless approved by Talent Team.</p>	<p>Operations Manager School Business Manager Experience outside of education as Budget Manager, Branch Manager, Office Manager, manager-level human resources or finance positions, etc. Manager-level non-operations positions (DOI, DOS, Lit. Specialist)</p>	<p>Teaching experience, Ops Coordinator, Registrar, Grade Level Chair duties, and other hourly non-exempt roles</p>	<p>Starting salary of \$70,000</p> <p>Increase of 3% per year of experience</p>
<p>Instructional Director</p>	<p>All manager-level experience in an educational setting including professional coaching, leading, or managing adults, advising students/staff, counseling, and Network Office Title positions that directly align with this function</p>	<p>Content Specialists Literacy Specialists Instructional Coaches NDL Manager Dean of Instruction</p>	<p>Teaching experience Paraprofessionals</p>	<p>Starting salary of \$70,000</p> <p>Increase of 3% per year of experience</p>
<p>Director of College & Career Counseling</p>	<p>All manager-level experience in a professional setting including professional coaching, leading, or managing adults, advising students/staff, counseling, and Network Office Title positions that directly align with this function</p>	<p>College Counselor Academic Advisors Admissions Counselors College Initiatives Programming</p>	<p>Teaching experience (including Seminar) Paraprofessionals Other non-exempt roles</p>	<p>Starting salary of \$70,000</p> <p>Increase of 3% per year of experience</p>
<p>Instructional Coach</p>	<p>All post-graduate experience as a teacher of record, teacher leader, or content leader</p>	<p>Teacher Leader Curriculum Writer</p>	<p>Teacher paraprofessional experience</p>	<p>Starting salary of \$60,000 according to the salary scale</p> <p>Increase of 3% per year of experience</p>
<p>Director of Student Experience</p>	<p>All manager-level experience in an educational setting including professional coaching, leading, or managing adults, advising students/staff, counseling, and Network Office Title positions that directly align with this function</p>	<p>Dean of Culture Assistant Principal</p>	<p>Teacher paraprofessional experience</p>	<p>Starting salary of \$70,000 according to the salary scale</p> <p>Increase of 3% per year of experience</p>
<p>Student Support Counselor</p>	<p>All post-master's degree full-time work experience in social work or</p>	<p>Social Worker Social-emotional Counselor</p>	<p>Teacher Behavior Support Assistant</p>	<p>Starting salary of \$50,000 according to the salary schedule</p>

	counseling setting	Behavior Specialist (this depends on the scope of the role) Guidance Counselor	Counseling Intern Restorative Justice Specialist College Counselor Paraprofessionals	Increase of 3% per year of experience
Director of Student Support Services	All manager-level experience in an educational setting including professional coaching, leading, or managing adults, advising students/staff, counseling, and Network Office Title positions that directly align with this function	SpEd Director/Coordinator	Teacher paraprofessional experience	Starting salary of \$70,000 according to the salary scale Increase of 3% per year of experience

Additional positions

Position	Creditable Years of Experience	Examples of Creditable Positions	Examples of Non-Creditable Positions
Receptionist/Registrar	Full and part-time experience in an administrative or operations-focused role	Receptions Clerk Secretary/Administrative Assistant Office Manger	Any internship experience Experience in retail/food as an associate
Attendance Coordinator	Full-time experience in an administrative or operations-focused role	Attendance Clerk Secretary/Administrative Assistant	Any part-time experience Any internship experience
Certified Medical Assistant, Teaching Assistant - Literacy, Teaching Assistant - NDL Nurse	Full-time work experience directly supporting students or young adults. CMA: full-time work experience as a CMA or other nursing-related jobs	Assistant Clerk Office Manager Receptionist CMA: Certified Medical Assistance, Nurse Teaching Assistant: Full-time camp counselor, Teaching Assistant/Aide or Paraprofessional	Experience in retail/food as an associate
Executive Assistant - Academy, Executive Assistant - Network Team	Full-time work experience in an administrative or operations-focused role	Secretary/Administrative Assistant Clerk Operations Coordinator Office Manger Receptionist	Any part-time experience Any internship experience Experience in retail/food as an associate
Office Manager	Full-time work experience in an administrative or operations-focused role Non school experience will count	Secretary/Administrative Assistant Clerk Operations Coordinator Office Manager	Any part-time experience Any internship experience Experience in retail/food as an associate

	as 0.5 years	Receptionist	
Operations Coordinator, Registrar	Full-time work experience in an administrative or operations-focused role	Secretary/Administrative Assistance Clerk Operations Coordinator Office Manager Receptionist	Any part-time experience Any internship experience Experience in retail/food as an associate
Athletic Director, Behavior Support Specialist, Compliance Specialist, Academy Testing Coordinator	Full-time work experience directly supporting students or young adults in a capacity aligned to the role, post bachelor's degree	Teacher (all subjects) for all positions ACE Coordinator: ACE assistant, Professional roles at other education/ afterschool programs Athletic Director: ACE Coordinator, Youth development director Behavior Support Specialist: Behavior Support Assistant Compliance Specialist: Diagnostician, SPED Coordinator	Any part-time experience Any internship experience
College Counselor	All post-bachelor's degree, as a Teacher of record for an accredited public, private or charter school at the elementary, secondary or collegiate level, College or Admissions Counselor or in high-school counseling	Teacher Academic Advisor Admissions Counselor College Counselor	College Recruiter Recruiter Admissions Assistant Paraprofessional Any part-time experience Any internship experience
Teacher, Teacher - NDL	All post-bachelor's degree, as a Teacher of record for an accredited public, private or charter school at the elementary, secondary, or collegiate level.	Teacher Professor (full-time) Adjunct Professor Part-time Teacher (less than 4 hours/day)	Substitute Teaching Assistant Tutor Student Teaching Paraprofessional Juvenile Detention Officer
Restorative Justice Coordinator	Bachelor's degree in Clinical Social Work, Law, or related field 5 years working with adolescents in an educational, advocacy, or social service setting Experience evaluating and meeting the social service needs of juvenile offenders and coordinating efforts of various social service agencies, health, and community organizations. Non-School experience will count as .5 years unless approved by the Talent Team.	School Counselor Client Service Coordinator School Teacher Youth Leader Juvenile Probation Officer	Substitute Teaching Assistant Tutor Student Teaching Paraprofessional Juvenile Detention Officer

Coversheet

SY 24-25 Board and Committee Meeting cadence

Section: V. Governance Committee Updates
Item: C. SY 24-25 Board and Committee Meeting cadence
Purpose:
Submitted by:
Related Material: 24-25 Board Meeting Topics (1).pdf



SY 24-25 Board Dates & Topics

	Board Date	Programming at 5 p.m. the last Monday prior to the Board Meeting	Finance at 8 am on the last Tuesday of the month	Facilities at 2 p.m. the Wednesday Prior to the Board Meeting	Governance at 6 p.m. the Wednesday Prior to the Board Meeting	Executive Committee at 7 p.m. the Wednesday prior to the Board Meeting
Cycle 0	Mid-Year Retreat 8/17 or 8/24	Student/Parent Handbook Staff Handbook				Board Meeting Calendar
Cycle 1	9/26	9/23 SPED Compliance plan 504, Title 1, McKinney Vento Homeless Coordinator	9/24	9/25	9/25	9/25
October	N/A	N/A	10/29	?	N/A	N/A
Cycle 2	11/21	11/18	11/19	11/20	11/20	11/20
Cycle 3	12/19	12/16	12/17 Selection of Auditor Annual Finance Audit 990 Approval	12/18	12/18	12/18
January	N/A	N/A	1/28	?	N/A	N/A
Cycle 4	2/20	2/17	2/18	2/19	2/19	2/19
Cycle 5	3/13	3/10	3/11	3/12	3/12 Board Member Conflict of Interest Board Policy Changes	3/12
Cycle 6	4/24	4/21	4/22	4/23	4/23	4/23
Cycle 7	5/29	5/26	5/27 Annual Budget School Calendar	5/28	5/28 CEO Evaluation	5/28
Summer Term	6/26					



Recurring Items to vote on:

- Monthly Financials
- Changes to board policy

Items school boards typically vote on:

- Curriculum changes, adoption of new textbooks or educational materials, and instructional strategies.
- Annual budget
- Annual school calendar
- Annual CEO contract
- Teacher annual salary scale (not individual teacher contracts)
- Policies: All policies of the school, including staff and student/parent handbooks
- School Safety: Board members may vote on measures related to school safety, such as security enhancements, emergency response plans, and crisis management protocols
- Facilities and Maintenance: Major construction or renovation projects, as well as decisions about maintenance and repairs
- Leases or sales agreements for real property
- Technology Initiatives: Approving technology purchases, such as computers, software, or networking infrastructure
- Transportation: Decisions on transportation contracts, and fees for student transportation services (if provided by the school)
- Vendor contracts (above a specified dollar amount; the CEO may be able to approve certain vendor contracts if noted in policy)
- Health and Nutrition: decisions on meal programs, medical services, and mental health services
- Grants (federal and private) often require board approval
- Bylaws revisions
- Vote for adding new board member(s)
- Vote for new board officers (annually)
- CEO, Board, and committee job descriptions
- Approval of annual goals - for CEO, Board, and Committee
- Expansion and Strategic plans, including CEO succession plan
- Student expulsions
- Extracurricular Activities: Decisions about the funding, supervision, and policies related to athletics, extracurricular programs, and clubs
- Legal Matters: When facing legal issues, such as lawsuits or disputes, your board most likely will need to vote on legal actions or settlements.
- Any revisions to the school's Mission, Vision, or Purpose

Coversheet

MCPSA Board Policy Updates

Section: V. Governance Committee Updates
Item: D. MCPSA Board Policy Updates
Purpose:
Submitted by:
Related Material: 23-24 Policies draft.pdf

Model Bylaws [required]¹[revised]

BYLAWS OF Kairos Academies

ARTICLE I CORPORATION, OFFICES, RECORDS, SEAL

Section 1.1. The Corporation. Kairos Academies is a corporation that is organized under the Missouri Nonprofit Corporation Act.

Section 1.2. Principal Office. The principal office and location of this corporation shall be at such place in 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 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 board of directors, a record of all actions taken by the 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.

Without limiting the records required to be kept pursuant to 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) A list of the names and business or home addresses of its current directors and officers;
- (d) Its most recent annual report delivered to the Missouri secretary of state as required by the Missouri Nonprofit Corporation Act; and
- (e) Appropriate financial statements of all income and expenses.

Section 1.5. Seal. The board of directors may adopt, and may alter at its pleasure, a corporate seal, which would have inscribed thereon the name of this corporation and the

¹ BG, App. A.

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 DIRECTORS

Section 3.1. Directors in Lieu of Members. This corporation shall not have members as such but, in lieu thereof, shall have only a self-perpetuating board of directors.

Section 3.2. 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 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;
- Require reports of the School Leader 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 and otherwise ensuring the board and school comply with the provisions of the Sunshine Law, Ch. 610, RSMo;
- Assure compliance with federal and state laws, regulations and rules;
- Assist in development of plans and specifications and provide financing for 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 ensuring the school operates in a fiscally responsible manner evidenced by an unqualified audit annually.

Section 3.3. Number and Qualifications. There shall be _____ directors of this corporation [NOTE: Please fill in the number of directors. The corporation must have AT LEAST THREE]. All directors must be natural persons and residents of the State of Missouri. 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 §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 3.4. Nomination, Election and Terms of Office. Each director shall named in the articles of incorporation shall hold office until the second annual meeting of the board of directors. Directors shall be assigned to Class A, Class B, and Class C, and an effort shall be made to keep each class of directors approximately equal size. Each director shall hold office for a term of _____ years, except for the directors listed in the articles of incorporation:

- Directors in Class A shall have their term expire in _____ and every _____ years thereafter;
- Directors in Class B shall have their term expire in _____ and every _____ years thereafter; and
- Directors in Class C shall have their term expire in _____ and every _____ years thereafter

Any member of the board of directors can nominate someone to join the board of directors. [schools may insert a different nomination process if preferred]

Any director may be elected for successive terms. Notwithstanding the foregoing, no director shall be elected as such director for more than _____ consecutive full terms. A full term for a director shall consist of ___ full years. The election in respect of ___ 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 board of directors 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 the dates of the annual meeting in the years involved.

Section 3.5. 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 3.6. 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.

All meetings conducted under this section shall comply with Missouri's Sunshine Law.

Section 3.7. 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 3.8. 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 and Article X 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 directors, officers, agents or employees except in exchange for value received;
- (b) approve or recommend 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 3.8. 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 3.9. Removal. A director may be removed without cause by a vote of two-thirds of the directors then in office.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Annual Meetings of the Board-Notice. An annual meeting of the board of directors shall be held on the first business day of [insert month] each year, commencing in [year], if not a legal holiday, and if a legal holiday, then on the next business day following. Notice of an annual meeting shall be given and effective to each director not less than five days before the date of the annual meeting.

Section 4.2. Regular Meetings In addition to the annual meeting, the board of directors may hold regular meetings at such time and place as may be determined from time to time by resolution of the board. Any business may be transacted at a regular meeting.

All Regular meetings shall comply with Missouri's Sunshine Law.

Section 4.3. 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 the State of Missouri, as the board of directors shall have determined.

All special meetings shall comply with Missouri's Sunshine Law.

Section 4.4. Notice of Meetings

(a) Written notice of each 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 the date determined in accordance with Article VIII of these bylaws.

"Notice" and "call" with respect to such meetings shall be deemed to be synonymous.

Section 4.5. 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 4.6. 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.

Any meetings conducted under this section shall comply with Missouri's Sunshine Law.

Section 4.7. Voting. Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision.

Section 4.8. 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 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.

Any meeting conducted under this section shall comply with Missouri's Sunshine Law.

Section 4.9. 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 V OFFICERS

Section 5.1. 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 5.2. 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 5.3. 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 5.4. 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 5.5. 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 5.6. 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 5.7. The Chairman of the Board. If a chairman of the board be elected, the chairman shall preside at all meetings of 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 5.8. 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 board of directors at which the president may be present. If the board of directors does not appoint an Executive Director pursuant to Article VIII of these bylaws or upon the death or during the absence, disability, or inability or refusal to act of any Executive Director so appointed, the president may exercise all of the powers and perform all of the duties of the Executive Director.

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, 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.

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 5.9. 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 5.10. The Secretary. The secretary shall attend the meetings of 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 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 5.11. 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 depositories 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 Executive Director [or other school title] 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.

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 5.12. 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 VI EXECUTIVE DIRECTOR [or other school title]

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 Executive Director. The Executive Director 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. The Executive Director 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 Executive Director shall be directly responsible to the board and shall report directly to the board.

The Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director (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 Executive Director 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 Executive Director is not a director, or (ii) a committee, if the Executive Director is not a member of such committee.

The Executive Director shall be bonded at this corporation's expense if the board of directors so requires.

The Executive Director 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 Executive Director, 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 Executive Director.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. Depositories and Checks. The moneys 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 7.2. Bonds. The Chief Financial Officer of this corporation shall be bonded at this corporation's expense. Any other officer or employee handling money of this corporation shall be bonded at this corporation's expense if the board of directors so requires.

Section 7.3. 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 7.4. 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 7.5. Liability and Indemnification of Directors and Officers.

(a) Limitation of Liability. No person shall be liable to this corporation for any loss, damage, liability, or expense suffered by it on account of any action taken or omitted to be taken by such person as a director, officer, employee, or agent of this corporation or of any Other Enterprise in which such person serves as a director, officer, employee, or agent at the request of this corporation, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of such person's own affairs, or (ii) took or omitted to take such action in reliance upon information, opinions, reports, or statements including financial statements and other

financial data, prepared or presented by third parties whom the director, officer, employee or agent reasonably believes to be reliable and competent in the matters presented.

(b) Indemnification, Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other paragraphs of this Section 7.5, this corporation shall indemnify and advance expenses to each person who is or was serving as a director or officer of this corporation or serving at this corporation's request as a director, officer, employee or agent to the full extent permitted by the laws of the State of Missouri as in effect on the date of the effectiveness of this Section 7.5 and as may hereafter be amended.

(c) Right to Indemnification. 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 (regardless of whether such action, suit or proceeding is by or in the right of this corporation or by third parties) by reason of the fact that such person is or was serving as a director or officer of this corporation or serving at this corporation's request as a director, officer, employee or agent in an Indemnifiable Capacity against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, 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); provided, however, that this corporation shall not be required to indemnify or advance expenses to any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct; provided, further, that this corporation shall not be required to indemnify or advance expenses to any person in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized in advance by the board of directors of this corporation. The termination of any 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's conduct was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

(d) Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of this Section 7.5, unless ordered by a court and except as otherwise provided by this Section 7.5, 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 in this Section 7.5. Any determination that a person shall or shall not be indemnified under the provisions of this Section 7.5 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, 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, that, based upon the facts known to the board or counsel 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 or independent legal counsel reasonably determines that such person deliberately breached such person's duty to this corporation.

(f) Non Exclusivity. The indemnification and, to the extent permitted by the laws of the State of Missouri, the advancement of expenses provided by Section 7.5 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under section 537.117, RSMo, under any other provision of law, under the articles of incorporation or these bylaws or under any agreement, or vote of 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 Section 7.5 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 7.5.

(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 Section 7.5 may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person this section 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 7.5, other than paragraph (c) of Section 7.5, 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 7.5 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 7.5:

(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 7.5 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 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 7.5 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 indemnify such person for the portion thereof to which such person is entitled.

ARTICLE VIII NOTICE

Any notice required or desired to be given under these bylaws or otherwise to any director shall be given in writing and shall be deemed given and effective at the earliest of the following:

(a) when received by the director 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 the date 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 director if addressed to the director's address shown on this corporation's current records.

ARTICLE IX FISCAL YEAR

The fiscal year of this corporation shall be July 1 through June 30.

ARTICLE X 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 a majority of all directors in office. If an amendment is to be approved at a meeting of the board of directors, 30 days' notice of the meeting must be given by the chairman of the board, the president, or at least 20 percent of the directors then in office. The notice must state that the purpose of the meeting is to consider a proposed amendment to the bylaws and contain or be accompanied by a copy or summary of the amendment. This corporation shall keep at its principal office a copy of the bylaws, as amended, which shall be open to inspection by any board member at all reasonable times during office hours.

All amendments shall comply with Article XI of this bylaws and any state and federal statutes and regulations governing charter public schools in Missouri.

ARTICLE XI OPEN MEETINGS AND RECORDS

Notwithstanding any other provision of these bylaws, the board of directors shall comply with the requirements in Chapter 610, RSMo, when conducting public business. To the extent that any provisions in these bylaws do not comply with Missouri's Sunshine Law, the Sunshine Law shall control.

The board of directors shall ensure that the charter school operates in compliance with Chapter 610, RSMo.

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 Executive Director [or other school title] is delegated the authority to make modifications to the policy, or to adopt

more detailed policies, with notice to the board of directors. The Executive Director [or other school title] shall, at least annually, review the policy or policies to ensure continued 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 Executive Director 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]

Conflict of Interest Model Policy [required]²[revised]

The Board of _____ (school) adopts the following policy, effective on the date of adoption by the Board.

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.

² BF, App. H. & BG, App. C.

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 §105.450, RSMo) 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- 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 VI-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.

Sunshine Law Model Policy [required]³[revised]

RESOLUTION

WHEREAS, Section 610.023.1, RSMo, provides that a public governmental body must 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 610.035, 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, except that attorney time may not be billed as research time.)
4. That it is the 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 610.035, RSMo, the Sunshine Law, as now existing or hereafter amended.

³ BG, App. C.

Family and Medical Leave Act Model Policy[required][revised]⁴

The Board of _____ (school) adopts the following policy, effective on the date of adoption by the Board.

This policy is limited to any rights or benefits contained in the Family and Medical Leave Act (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 Servicemember" 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 servicemember 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.

⁴ HR, App. A.

"*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.

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 of 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.

SECTION 3.8. Special Provisions

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:

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

An eligible employee is entitled to up to a total of 26 workweeks of unpaid, job protected leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

Exhibit 1

FMLA Description Of Serious Health Condition⁵

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 ⁶ 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 treatment⁷ 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;

⁵ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

⁶ 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.

⁷ 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.

- b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- c) May cause episodic rather than continuing period of incapacity⁸ (e.g., asthma, diabetes, epilepsy).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity⁴ which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

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

⁸ "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.

Exhibit 2:

FMLA Description of Qualifying Exigency

Eligible employees may take FMLA leave while the employee's spouse, son, daughter, or parent (i.e., the covered military member") is on active duty or call to covered 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 covered 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 covered 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 covered 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 covered 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 covered 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.

Employee Dress Code Model Policy⁹[revised]

The Board of _____ (school) adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Purpose of Employee Dress Code

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 2. Dress Code

SECTION 2.1. An employee who is inappropriately dressed, in the opinion of the (School Leader or other title), may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

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

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

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

- Shorts (except for physical education)
- 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 a 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

⁹ HR, App. I.

- 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 (insert name of Charter School) Governing Board recognizes that there are occasions when individuals may need to wear specific attire 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 (School Leader or other title) of the medical necessity or the bona fide personal religious practice that gives rise to the need for deviation from this 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). The [School Leader or other title] has the discretion to authorize a deviation from this policy.

Special Education Records Model Policy[required][new]

The Governing Board of _____[School] adopts the following policy effective on that date that the policy is adopted by the Board.

1. A student special education record is:

a. an individualized education program (IEP), as such term is defined in 20 U.S.C. Section 1401, as amended;

b. an individualized family service plan (IFSP), as such term is defined in 20 U.S.C. Section 1401, as amended; and

c. a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, as amended.

2. A student special education record is a permanent record and [School] will maintain such a record as part of a student’s cumulative scholastic record.

3. Notwithstanding any other policy, including a records retention policy, [School] will not destroy a student’s most recent student special education record.

Instruction for At-Risk Students Model Policy¹⁰[revised]

The Board of _____[School] 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.

Braille Instruction Model Policy[required][revised]¹¹

The Governing Board of _____[School] adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Definitions

- **"Accessible assistive technology device"**, an assistive technology device, as defined in 20 U.S.C. Section 1401, as amended, that provides blind or visually impaired students the benefits of an educational program in an equally effective and integrated manner as that provided to nondisabled students;
- **"Adequate instruction"**, the quality teaching of blind or visually impaired students, as it pertains to general education and necessary blindness skills, in alignment with the U.S. Department of Education's definition of free appropriate public education, as defined in 20 U.S.C. Section 1401, as amended;
- **"Blind or visually impaired student"**: A child who: (i) Has an individualized education program (IEP) or an individualized family service plan (IFSP), as such terms are defined in 20 U.S.C. Section 1401, as amended, or a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended;

¹⁰ Op., App. TT.

¹¹ Op., App. EEE.

and (ii) Is identified as having the disability of visual impairment (including blindness) within the definition of child with a disability in 20 U.S.C. Section 1401, as amended; OR An individual who is deaf-blind under the federal Individuals with Disabilities Education Act (IDEA), as amended, or other federal law;

- **"Braille"**, the system of reading and writing through touch;
- **"Expanded core curriculum"**, a disability-specific curriculum that compensates for vision loss, is foundational to all other learning, and that covers the nine essential areas of compensatory access, sensory efficiency, assistive technology, orientation and mobility, social interaction, recreation and leisure, independent living, self-determination, and career education;
- **"Grade level instruction"**, instruction that aligns with state-designated content standards and curricula for students of the same age or level of maturity, based on the development of intellectual, emotional, physical, and behavioral capacity that is typical for the student's age or age group;
- **"Local educational agency" or "LEA"**, the same definition as in 20 U.S.C. Section 1401, as amended;
- **"Nonvisual access"**, the ability of a blind or visually impaired student to use all functions of a device, without using the student's vision, in an equally effective, equally integrated manner and with equivalent ease of use as the student's sighted peers;
- **"Nonvisual skills"**, skills that are taught in such a way that the student does not need to use any vision;
- **"State educational agency"**, the same definition as in 20 U.S.C. Section 1401, as amended;
- **"Technology-mediated learning environments and methods"**, the settings in which electronic and information technology including, but not limited to, the following is used:
 - Computer-based applications and simulations;
 - Personal and mobile computing devices such as smartphones or tablets;
 - Web-based platforms;
 - Online or distance-learning programs;
 - Video games; and
 - Exhibits or installations that feature digital media, wearable technology, or other tools that support participants' engagement with new knowledge, skills, or practices;

- **"U.S. Access Board"**, the independent federal agency created in 1973 that promotes equality for people with disabilities through leadership in accessible design and the development of accessibility guidelines and standards.

Section 2. Braille Instruction

1. Each blind or visually impaired student shall receive instruction in Braille reading and writing as part of such student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media including, but not limited to, an evaluation of the student's needs for instruction in Braille or the use of Braille, that instruction in Braille or the use of Braille is not appropriate. No blind or visually impaired student shall be denied instruction in Braille reading and writing solely because the student has some vision. During the evaluation and IEP process, consideration shall be given regarding appropriate Braille instruction based on a potential vision loss due to a degenerative medical diagnosis.
2. In conjunction with the U.S. Department of Education's Braille presumption requirement in the federal Individuals with Disabilities Education Act (IDEA), as amended, instruction in Braille reading and writing shall be sufficient to enable each blind or visually impaired student to communicate effectively and efficiently at a level commensurate with the student's same age and with the student's nondisabled peers of comparable intellectual ability. The blind or visually impaired student's individualized education program (IEP) or individualized family support plan (IFSP) shall specify:
 - a. The results obtained from an evaluation of the blind or visually impaired student's reading and writing skills, needs, and appropriate reading and writing media including, but not limited to, an evaluation of the blind or visually impaired student's needs for instruction in Braille or the use of Braille including, but not limited to, consideration regarding appropriate Braille instruction based on a potential vision loss due to a degenerative medical diagnosis;
 - b. How Braille will be implemented, if needed as determined by the IEP team, as a primary mode for learning through integration with other classroom activities;
 - c. The length of the period of instruction and the frequency and duration of each instructional session as determined by the IEP team, which shall, as closely as appropriate based on individual needs, be identical to the level of instruction provided to nondisabled peers; and
 - d. The level of competency in Braille reading and writing to be achieved by the end of the period.
3. Use, and provision, of Braille materials for reading and writing shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
4. In conjunction with academic achievement and functional performance requirements of 34 CFR 300.320(a)(2)(i), as amended, instruction in expanded core

curriculum shall be provided to blind or visually impaired students to support progress in the general education curriculum.

Section 3. Instruction In Assistive Technology

1. Each blind or visually impaired student shall receive instruction in assistive technology as part of the student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of a student's needs, that instruction in assistive technology is not appropriate. No student shall be denied instruction in assistive technology solely because the student has some vision.
2. In conjunction with accessible assistive technology requirements of the federal Individuals with Disabilities Education Act (IDEA) in 20 U.S.C. Section 1412(a)(12)(B)(i), as amended, the blind or visually impaired student shall receive grade-level instruction that will equip the blind or visually impaired student with the appropriate technology-mediated learning environments and methods to perform on the same level of proficiency expected of peers of comparable intellectual ability and grade level. The blind or visually impaired student's IEP or IFSP shall specify:
 - a. The results obtained from an assessment of the blind or visually impaired student's skills, needs, and appropriate accessible assistive technology including, but not limited to, an evaluation of the future needs for accessible assistive technology training or the use of accessible assistive technology;
 - b. How accessible assistive technology will be implemented as a primary mode for learning through integration with other classroom activities;
 - c. The frequency and duration of each instructional session;
 - d. The level of mastery of the accessible assistive technology specified by the blind or visually impaired student's assessment to be achieved by the end of the period; and
 - e. Acknowledgment that either:
 - i. The blind or visually impaired student may transport the accessible assistive technology to and from school without the need for payment, family assumption of liability for loss or damage, or any other cost to the blind or visually impaired student or the family; or
 - ii. If the accessible assistive technology remains at school, the LEA will provide duplicate accessible assistive technology in the blind or visually impaired student's home without requiring payment, family assumption of liability for loss or damage, or any other cost to the blind or visually impaired student or the family.

3. Use, and provision, of accessible assistive technology shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

Section 4. Instruction in Orientation and Mobility

1. Each blind or visually impaired student shall receive instruction in orientation and mobility as part of the student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of a student's needs, that instruction in orientation and mobility is not appropriate. No student shall be denied instruction in orientation and mobility solely because the student has some vision.
2. In conjunction with orientation and mobility services requirements of 34 CFR 300.34(c)(7), as amended, blind or visually impaired students shall receive orientation and mobility instruction to equip each blind or visually impaired student with the age-appropriate tools, techniques, and nonvisual skills to navigate in and around the student's home, schools, communities, and other environments as applicable, and as expected of peers of comparable intellectual ability and grade level. The blind or visually impaired student's IEP or IFSP shall specify:
 - a. The results obtained from an evaluation of the blind or visually impaired student's orientation and mobility needs including, but not limited to, an evaluation of the blind or visually impaired student's future needs for instruction in orientation and mobility;
 - b. How orientation and mobility will be integrated into the home, school, and community;
 - c. The date on which orientation and mobility instruction will commence;
 - d. The frequency and duration of each instructional session; and
 - e. The level of mastery of orientation and mobility skills to be achieved by the end of the period.
3. Orientation and mobility equipment, accommodations, and modifications shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
4. An orientation and mobility evaluation shall be conducted by a person who is appropriately certified by the National Blindness Professional Certification Board (NBPCB) with a National Orientation and Mobility Certification (NOMC), or through the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) as a Certified Orientation and Mobility Specialist (COMS), or who holds a nationally recognized certification related to orientation and mobility.
5. The orientation and mobility evaluations described in subdivision (4) of this subsection shall occur in familiar and unfamiliar environments, during the daytime

and nighttime, and around the home, school, and community as determined age appropriate by the blind or visually impaired student's IEP or IFSP.

Coversheet

UPDATED- Board Conflict of Interest Form

Section: V. Governance Committee Updates
Item: F. UPDATED- Board Conflict of Interest Form
Purpose:
Submitted by:
Related Material: 24-25 COI.pdf



Conflict of Interest Policy

The Board of Kairos Academies adopts the following policy, effective on the date of adoption by the Board.

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 §105.450, RSMo) 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- 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 VI-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.

Kairos Academies

Conflict of Interest Disclosure Statement

By signing below, I affirm that:

1. I have received and read a copy of the Conflict of Interest and Compensation Policy;
 - a. I agree to comply with the policy;
 - b. I have no actual or potential conflicts as defined by the policy or if I have, I have previously disclosed them as required by the policy or am disclosing them below.

Disclose here, to the best of your knowledge:

1. any entity in which you participate (as a director, officer, employee, owner, or member) with which the Corporation has a relationship;
 - a. any transaction in which the Corporation is a participant as to which you might have a conflicting interest; and
 - b. any other situation which may pose a conflict of interest.

Name: _____

Position: _____

Signature: _____

Date: _____

Coversheet

Board Member Training Plan

Section: V. Governance Committee Updates
Item: G. Board Member Training Plan
Purpose:
Submitted by:
Related Material: Kairos Academies New Board of Directors Onboarding Curriculum.docx

Kairos Academies New Board of Directors Onboarding Activities

Coordinate School Visit (First 30 days)

- Join a school tour
- Observe a class
- Meet with CEO
 - Background of CEO
 - History of school
 - School goals
 - What's working well / what are we seeking to improve
 - Key school projects

Conduct Board Introductory Meetings (First 60 days)

- Meet with Chairman of the Board
 - Board structure
 - Board goals
 - Role of Board members
 - General Q&A
- Meet with Vice Chairman of the Board
 - CEO goals / objectives
 - Committee structure and objectives
- Meet with Committee Leads (if joining a Committee)
 - Committee goals
 - Committee successes / opportunities

Review Materials (First 90 days)

- Review Board of Directors Bylaws
- Review Board Structure
- Conduct Sunshine Law Training (if available)

Attend a Kairos Event (First 120-180 days)

- TBD, pending activities / events taking place