

# BOARD POLICY MANUAL



**GENESIS**  
s c h o o l

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# **BOARD GOVERNANCE**

## Legal Status, District Name, and Identification Codes

**Section 1.** The Local Educational Agency is organized under the authority of the laws of the State of Missouri and exercises powers delegated directly and indirectly by such laws.

**Section 2.** The official, corporate name of the Charter School shall be Genesis School.

Genesis School, Inc.  
Name

3800 E. 44<sup>th</sup> Street  
Address

Kansas City, Missouri 64130

P: 816-921-0775 F:816-921-4268  
Phone

**Section 3.** The County/District Code is 048-905.

### Section 4. Charter

The Genesis School operates under a charter from the Missouri Charter Public School Commission (the “Commission”). The Genesis School’s charter serves as a contract between the School and its sponsoring institution.

Genesis School’s charter includes its mission statement, a description of the School’s organizational structure and bylaws, a financial plan, the policy for securing personnel services, personnel qualifications, professional development plan, description of the grades and ages of its students, calendar of operations and criteria for measurement of the school’s effectiveness.

The Board acknowledges that Genesis School may be placed on probation by the Commission at any time if the School fails to meet its statutory requirements or charter requirements. The purpose of the probationary period is to allow the School to change methodology, leadership or other factors to bring the School in compliance with the law or the requirements of the Commission.

The Board further acknowledges that the School’s charter may be revoked by the Commission if the School commits a serious breach of one or more material provisions of its charter.

## **Governing Board Purpose and Roles**

The Board shall perform the following functions:

1. Exercise full management oversight for Genesis School by adopting policies and directing all procedures necessary for the governance of Genesis School's educational and administrative responsibilities.
2. Delegate to the Executive Director the responsibility of implementing all Board policy.
3. Evaluate the effectiveness of policy implementation through assessments of school operations, practices, and program outcomes. The achievement level of students shall be the guiding standard through which all success shall be measured.

## **Board Member Practices**

### **Section 1. Attendance**

Board Members shall attend all regularly scheduled Board meetings insofar as possible. Attendance will be documented by either absent, present or excused. Attendance for purposes of this provision shall be defined as physical or virtual attendance at the Board meeting until all of the business of the Board has been completed unless the Member is excused by a majority of the Board.

### **Section 2. Knowledge**

Members bring a variety of experiences to their Board positions. Members shall come to Board meetings informed concerning the issues to be considered.

### **Section 3. Abstentions**

Members shall avoid abstaining from voting except when required by statute or Board policy. The Members of the Board have been elected to make difficult decisions on behalf of the students, parents, patrons, and employees of the School. The concept of trusteeship requires each Member to review the issues under the Board's consideration and to cast a vote if required. A Member who abides by the tenets of knowledge, open discussion, independent judgment, and civility should be prepared to cast a vote on each of the issues before that Member.

### **Section 4. Cooperation/Delegation**

Members shall work with each other to establish effective Board policies and to delegate authority for the administration of the School to the Executive Director. Members shall not attempt to by-pass, undermine, or usurp the Executive Director's authority and responsibility for the daily operation of the School.

### **Section 5. Training**

Members of the Board shall receive training related to their responsibilities, as required by law.

### **Section 6. Confidential Information**

Members shall not disclose confidential information. Information is confidential if it is (a) communicated during executive session; or (b) otherwise communicated with a mutual understanding of confidentiality.

## **Section 7. Board Communications to Staff**

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the Executive Director. The Executive Director will keep the staff fully informed of the Board's concerns and actions.

## **Section 8. Visits to Schools**

Individual Board members who, in their parental capacity, wish to visit the school(s) or classroom(s) of their child(ren) will follow the regular procedures for visitors. Official visits by Board Members, in their capacity as members of the Board, will be conducted only with the full knowledge of the Executive Director.

## **Section 9. Educational Welfare**

Members shall remember always that the first and greatest concern must be the educational welfare of the students attending the School.

## **Section 10. Background Checks**

Members shall obtain a background check prior serving on the Board. Copies of such background checks will be available to the public at the School's Administrative Office.

## **Board Code of Ethics**

### **Section 1. Board Purpose**

- To govern and control the affairs of the School as provided by law, the charter, and Board policies.
- To utilize the educational needs, attitudes, and interests of the students as a guide to developing and setting priorities for an educational program.
- To exercise judgment in reviewing, considering, and voting on school-wide policies affecting the operation of the school.
- To oversee the management and fiscal control of the School as provided by law.
- To review, evaluate and judge the effectiveness of the educational program.

### **Section 2. Board Member Responsibilities**

- To hold the Executive Director responsible for the implementation of Board policies and the administration of the School.
- To give the Executive Director authority commensurate with his/her responsibility.
- To vote on Board matters only after considering the recommendation of the Executive Director and any interested citizens.
- To maintain a working rapport with other members of the Board and the Executive Director.
- To respect and encourage the right of others to hold and express opinions.
- To support the Board once a decision has been made by a majority vote.
- To avoid inappropriate or disparaging remarks, in or out of Board meetings, about other Board Members or their opinions.
- To recognize that authority rests with the Board and no individual Board Member has authority to request action from the staff.
- To avoid any comments which may be interpreted as undermining the administration of the School.

- To assure that special committees of the Board, when appointed, have a well-defined objective and that the committee serves in an advisory capacity.
- To work through the Executive Director and his/her staff.
- Support the Executive Director's efforts to appoint the most qualified persons as employees of the School.
- Reinforce the efforts of the Executive Director and the staff so that they may perform their assigned responsibilities in the most effective manner.
- Provide the Executive Director counsel as requested or required.
- Make every effort to keep the public informed about the quality and condition of public school education in the School.
- Initiate and implement all efforts to secure adequate financial support for the School.
- Assure that all transactions of the School are ethical, open, and aboveboard.

## **Conflict of Interest and Financial Disclosure**

### **Section 1. 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.

### **Section 2. 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.

A financial interest is not necessarily a conflict of interest. Under Section 3 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.

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

### **Section 3. 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 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 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 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 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 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.

### **Section 4. Records of Proceedings**

1. The minutes of the 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 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.

### **Section 5. Compensation**

1. A voting Member of the Board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that Member's compensation.
2. A voting Member of any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting Member of the Board or Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **Section 6. Annual Statements**

Each Director, Principal Officer and Member of a Committee with 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.

## **Section 7. 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.

## **Section 8. Use of Outside Experts**

When conducting the periodic reviews as provided for in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

## **Board Compensation**

No member of the Board shall accept a salary from, or be employed by the Board, or profit financially in any manner by reason of any dealings with the Board.

## **Board Travel**

Travel and accompanying expenses may be authorized by a majority of the Board for any of its Members to attend conferences, meetings, seminars, conventions, etc., at the state, regional, and national levels. Travel expenses may include transportation, lodging, meals, and registration fees.

Each Board Member who has been approved for travel shall file with the Business/Finance Office an itemized account of anticipated expenses and may request and receive an advance for these expenses. Upon completion of travel, an actual expense account report, with appropriate receipts, shall be filed with the Business/Finance Office within two weeks of their return.

Travel requests will not normally be approved in the three months prior to the completion of a Board Member's term.

## **Board Committees**

The Board may appoint committees to assist it in carrying out the Board's responsibilities. However, the Board may not delegate those functions which, by law, must be exercised by the Board itself.

### **Section 1. Committee Guidelines**

1. Committees created by the Board will be assigned specific tasks to be performed.
2. Committees will be assigned a specific time frame within which to accomplish assigned tasks.
3. Upon completion of these tasks or upon expiration of the time allotted, the committee will be dissolved unless extended by the Board.
4. Reports of Board committees may be made in written form or be presented verbally at a Board meeting at the discretion of the Board.

### **Section 2. Committee Meetings**

Meetings of committees appointed by the Board or at the Board's direction including advisory committees shall comply with the Sunshine Law (Chapter 610, RSMo.). The School's custodian of records will maintain a current list of such advisory committees.

## **Board Meeting Agenda**

A tentative agenda for each regular, special, or proposed closed meeting of the Board shall be prepared by the Executive Director, in consultation with the Board president, and shall be included in any public notice of such meetings. Any Member of the Board may request items to be placed on the agenda. The tentative agenda, related materials, and minutes of the previous meeting shall be mailed or emailed to each Member of the Board at least two days prior to the stated meeting unless a special emergency meeting is called at a time which makes prior notice impossible.

The agenda for each meeting of the Board shall be adopted or modified by a majority of those Board Members present. Once the agenda is approved, it shall require a vote of the majority of the Board Members present to make additional modifications.

The agenda for closed sessions shall be on a separate document; however, the motion to close a meeting must be voted on during an open public meeting and must also include the reasons for closing the meeting with references to the specific topics under the provision of Section 610.021, RSMo.

## **Public Participation**

A designated period of time may be provided for public comments at all regular Board meetings. The Board is very interested in citizen viewpoints and concerns; however, citizens are encouraged to work through concerns at the building and/or administrative levels before coming to the Board. Remarks may be limited to three minutes and to one appearance, thus allowing a maximum number of comments in the allotted time period in which citizens are to speak to issues. Questions directed to the Board may not always be answered immediately. All questions will be responded to by an appropriate person as soon as possible. Persons who wish to suggest items for the agenda should contact the Executive Director.

## **Policy Development, Adoption, and Review**

The Board is responsible for developing and adopting policies that govern the School's operations. In developing policy, the Board may solicit input from the community, staff and other professionals.

At any meeting of the Board, policies governing the School may be adopted, amended or repealed by a majority vote. The formal adoption of policies shall be recorded in the minutes of the Board. Only those written statements so adopted and so recorded shall be regarded as official Board policy.

### **Section 1. Policy Implementation**

The Executive Director is responsible for ensuring that all Board policies, rules, and regulations are implemented. The Board authorizes the Executive Director to develop administrative guidelines in order to implement Board policy. The Executive Director shall notify all employees and students of their need to abide by Board policies and regulations. Administrators shall prepare staff, student, and parent handbooks that interpret Board policies and state rules and regulations. The handbooks shall be revised annually and distributed within the first month of the school term.

### **Section 2. Policy Review**

The Board shall review written policies on a continuing basis to ensure consistency and legality of Board action and administrative decisions. Policies shall be reviewed and revised as a result of newly enacted state and/or federal legislation, court decisions, as a result of research and/or policy development as presented by state and/or national organizations and agencies, or for other reasons as determined by the Board.

### **Section 3. Posting Board Policies and Student Handbooks**

During periods of time in which the School maintains a website, the Board's policies and regulations along with student handbooks shall be posted on the website.

## **Sunshine Law Policy**

### **Section 1. Custodian of Records**

The School's registrar shall be the custodian of records for Genesis School. The custodian of records is located at the School Office at 3800 East 44<sup>th</sup> Street, Kansas City Missouri, 64130

The custodian of records 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.

1. That the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided: 10 cents per page for paper copies 9 by 14 or smaller, plus \$12.00 per hour for duplicating time. Research time may be billed at actual cost.
2. That it is the policy of Genesis School that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law.
3. That Genesis School hereby closes all public records to the extent authorized by law.
4. That Genesis School shall comply with sections 610.010 to 610.035, RSMo, the Sunshine Law, as now existing or hereafter amended.

## **Nepotism**

Board members shall not debate or vote upon the employment of any person to whom they are related within the fourth degree of consanguinity or affinity. Provided the Board member does not debate or vote upon the employment, the Board may vote to employ a person related to a Board member.

## **Prohibited Expenditures**

**Section 1.** No officer, employee, or agent of Genesis School may use public funds to advocate, support, or oppose the passage or defeat of any ballot measure or the nomination or election of any candidate for public office.

**Section 2.** No officer, employee, or agent of Genesis School may direct public funds to any committee supporting or opposing a ballot measure or candidate.

**Section 3.** No officer, employee, or agent of Genesis School may use public funds to pay any debts or obligations of any committee supporting or opposing a ballot measure or candidate.

# **BOARD FINANCE**

## **Finance Policy**

This policy provides guidelines for the management of various funds held by the organization. These policies supersede any and all prior actions regarding finance policies.

### **Section 1. Finance Committee**

The Finance Committee consists of a minimum of one Board Officer, one Board Member, the Executive Director, Principal, and Finance Director. Meetings will be held on a quarterly basis, posted at least 4 (four) days in advance, and open to the public.

### **Section 2. Funds**

- **Operating Fund:** The purpose of the Operating Fund is to provide sufficient cash to meet the day-to-day financial obligations of Genesis School.
- **Operational Reserve Fund (short-term):** The purpose of the Operational Reserve Fund is to meet the expenses for unanticipated activities and improvements.
- **Board Designated Reserve Fund (long-term):** The purpose of the Board Designated Reserve Fund is to provide secure long-term funding for the mission of Genesis School. The assets of the Board Designated Reserve Fund shall be managed in such a way as to facilitate the organization's goals and objectives as outlined by the Board of Directors. Expenditure of the Principal is subject to Board approval unless otherwise designated by the donor(s) in part or in whole. Also, at the discretion of the Board of Directors, up to 100% of the yearly total return may be utilized for program and agency expenses unless restricted for specific purposes by the donor(s).

### **Section 3. Monitoring Procedures and Manager Evaluations**

The Finance Committee will meet annually to monitor and reevaluate investment allocation in reference to the investment pools. The Finance Committee may employ investment managers whose investment disciplines require investment outside the established asset allocation guidelines. The Board Designated Reserve Fund will be evaluated semi-annually on a total return basis. The evaluation will be on the stated investment goals. The report will be prepared by the Business Accounting Director and submitted to the Finance Committee at least semiannually.

## **Preparation of Budget**

### **Section 1. Budget Process**

**Section 1.1.** The Executive Director will ensure that Genesis School follows a budgeting process that is consistent with the requirements of all applicable state and federal laws and regulations.

**Section 1.2.** Each year the Executive Director is required to submit to the Board for consideration a detailed annual budget showing estimates of income and expenditures for the ensuing fiscal year.

**Section 1.3.** Each year before the annual operating budget is drafted the Finance Committee shall ensure that a needs assessment of Genesis School is drafted and finalized and budget guidance containing assumptions and priorities is provided for budget creation. The needs assessment and budget guidance shall inform the drafting of the annual budget.

**Section 1.4.** The Board shall formally adopt the budget in an open meeting held in accordance with the Board's bylaws by June 30, pursuant to all applicable laws and regulations and before the expenditure of any funds. The approved estimated expenditures for each fund shall not exceed the estimated revenues to be received plus the unencumbered beginning cash balance for the fund.

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

**Section 1.6.** After the beginning of the fiscal year, the Executive Director and Business Manager shall review with the Board the adopted budget in relationship to the beginning cash balances for each fund.

### **Section 2. Fiscal Compliance**

The Business and Finance Director shall ensure that Genesis School complies with all state and federal laws and rules concerning the budget and related processes of the school.

## **Fiscal Year**

The fiscal year begins annually on the first day of July and ends on the thirtieth day of the following June.

## **Expenditures**

The annual budget governs the expenditures and obligations of the School. The Executive Director and Finance Director will establish procedures for fund management and reporting.

No funds may be spent which are not authorized by the annual budget. If an unanticipated need arises, the Board may approve the Executive Director's recommendation to (1) appropriate an amount to cover a needed expenditure from unencumbered budget surplus from the proper fund, or (2) revise the budget to transfer funds from one account to another as permitted by state statutes and DESE regulations.

The Executive Director or Finance Director will prepare a monthly statement to account for each month's expenditures and the total spent to date for the fiscal year. The monthly statement will include all receipts and remaining balances for each fund account.

## **Cash Management**

### **Section 1. Accounting for Cash Transactions**

**Section 1.1. Documentation.** All cash transactions shall be recorded in writing, such as by handwritten receipt detailing from whom the money was and in what amount, which shall be signed and dated by the Business and Finance Director or his or her designee who has the authority to receive cash on behalf of Genesis School.

**Section 1.2. Depositing Cash.** The Human Resources Director shall be responsible for depositing cash in Genesis School's bank account. The Human Resources Director will only be responsible for depositing the cash into the bank account, and shall not be responsible for receiving the cash on behalf of the school. Deposits shall be made weekly at a minimum. All undeposited cash shall be kept in a secured location on School premises with limited access. A copy of the validated deposit slip shall be returned to the School on same day the deposit is made or the next day after the deposit is made.

**Section 1.3. Expenditures.** All expenditures of school funds, including cash expenditures, shall be documented and accounted for by daily receipts. As a general rule, cash shall not be used to make purchases except from petty cash, as described in Section 1.5. School checks shall not be made payable to "Cash".

**Section 1.4. Segregation of Duties.** The Executive Director of Genesis School shall ensure that appropriate segregation of duties exists with regard to the handling of all money transactions including reconciliation.

**Section 1.5. Petty Cash.** Petty cash shall be maintained in a locked box in the Business and Finance Director's office in an amount not to exceed \$100.00. All disbursements from petty cash shall be documented in writing, indicating the date, amount disbursed, the identity of the individual receiving the funds, and the reason for the disbursement. Receipts from purchases made with petty cash shall be remitted to the Business and Finance Director's office as soon as practicable. Petty cash funds shall not be used to cash checks.

## **State and Federal Projects**

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

The Executive Director and Finance Director shall be the designated school officials responsible for coordinating specially funded projects, administering programs, and ensuring that the various departments operating these programs do so within the guidelines of the particular program. The administration shall keep accurate and separate records, as required by state and federal programs, to enable the School to verify program compliance and success. The Executive Director shall keep the Board fully informed.

## **Banking Services**

### **Section 1. Bank Accounts**

**Section 1.1.** The Board has the option of either (1) annually selecting school funds depositaries or (2) entering into a contract of one to five years duration for the deposit of school funds.

**Section 1.2.** When depositaries are to be selected, the School will receive sealed proposals from banking institutions in the county in which the School is located or in adjoining counties.

**Section 1.3.** In order to open new bank accounts in the School's name, the Executive Director and the Treasurer must sign the account authorization. Wire transfers of funds into School accounts must be authorized in writing by the Executive Director or the Business and Finance Director or other individual authorized by the Board. In both instances, the Executive Director may appoint a designee to sign for creation of new accounts and for wire transfers. However, such appointment must be in writing.

### **Section 2. Checks**

**Section 2.1.** Any authorized check drafted on the School's designated bank account over \$20,000.00 shall require two signers from the Board. The following officers are authorized to sign checks from the bank account on behalf of the school:

- Executive Director
- Board President
- Board Treasurer

Each check must be completed in its entirety before it is signed by either party.

**Section 2.2.** Checks received shall be endorsed "for deposit only" and deposits should be made daily by someone other than the person who prepared the deposit.

**Section 2.3.** Services or products rendered, reimbursement requests with original receipts, or mileage reimbursements may receive payment with a check. A check request form must be completed by the requestor and signed by the Business and Finance Director or Executive Director. The check request form shall contain the name of the payee, the date the check is requested to be written, the amount of the check, a brief description for the issuance of the check, and the funding source that will be drawn from. The check request shall then be submitted to the accounting firm for processing. All check request forms shall be maintained by the Business and Finance Director.

**Section 2.4.** Checks payable to cash are prohibited.

### **Section 3. Mail Procedures**

**Section 3.1.** The Human Resources Director should receive the mail, open it, and list all checks on a collection report or in a pre-numbered receipt book. This report or receipt should identify the date, name of organization or person submitting payment, amount of payment and description of what the payment is for.

### **Section 4. Bank Reconciliations**

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

**Section 4.2.** The Business and Finance Director or their designee is responsible for bank reconciliations a minimum of once monthly. Bank statements should be delivered to Business and Finance Director unopened. Each bank statement, assets, and liabilities shall be reconciled to both the checkbook and the general ledger.

### **Section 5. Credit Card Procedures**

Credit card use shall be limited and only the following employees are authorized to use credit cards:

- Executive Director
- Human Resources Director
- Academic Director
- Business and Finance Director

Genesis School will not use debit cards. Credit cards shall only be used by employees for school business expenditures only. Credit cards may not be used for personal purchases and/or cash transactions and shall be maintained using the highest level of security. Credit card transactions exceeding \$1,500 must receive prior board approval and credit card transactions exceeding \$5,000.00 are prohibited.

Employees issued a credit card must receive prior, documented approval from the Executive Director or their designee before the use of the credit card. Each credit card transaction by any user must be accompanied by the original receipts documenting each transaction.

## **Section 6. Transfer of Information**

If the individual serving as the Business and Finance Director ends his or her term with the Board/employment with Genesis school or is terminated by the School or otherwise removed from his or her duties, he or she shall immediately give the School management all necessary passwords and other related information. The School will change the passwords and other security information once the individual serving as the Business and Finance Director ends his or her employment with the School.

## **Payment Procedures**

All money received by the School shall be disbursed only for the purposes for which they are levied, collected or received.

The Executive Director must give final approval to all bills paid. Payment of bills shall be authorized by the Executive Director, only after verification of delivery and satisfaction by the department or staff receiving the item(s). No payment for goods or services shall be made unless there is an itemized invoice showing the name of the person or firm to whom payment is due and a receiving document bearing the signature of an authorized school employee is on file. The invoice must have been issued in response to an approved purchase order.

The Executive Director/designee shall audit all claims, and shall submit all invoices to the Finance Director for approval and authorization for payment. However, payments for materials or services which are necessary for normal business operations which do not individually exceed \$500 or exceed an aggregate monthly amount of \$10,000 may be authorized by the Executive Director/designee. In addition, if cash discount or avoidance of financial penalty can be achieved, the Executive Director/designee is authorized to issue a check.

## **Investment of Genesis Funds**

The Board has an obligation to direct the management of Genesis funds. The primary objective of the School's investment plan will be legality, safety, liquidity, yield, and the provision of a capital base for future needs. In the management of such funds, the Board adheres to the "prudent investor" rule. Investments will be made with judgment and care, under the circumstances which persons of prudence, discretion and intelligence exercise in the management of their own investments. Funds will be managed for investment, not for speculation considering the safety of the funds invested and the probable income to be derived.

Genesis personnel, including Board members, who are involved in the investment of Genesis funds, will not engage in any personal business activity which could:

1. Impair their ability to make impartial decisions concerning investment of Genesis funds;
2. Conflict with proper execution of the Genesis's investment program; or
3. Create an appearance of impropriety.

Genesis employees and directors involved in investment of Genesis funds will disclose any material interests in financial institutions in which they conduct business. Such disclosure will include, but not be limited to any personal financial/investment positions that could be related to the performance of the Genesis's investment portfolio. Similarly, Genesis employees and directors involved in investment of Genesis funds will not engage in personal investment transactions with the same individual with whom business is conducted on behalf of the Genesis.

Investments will be made through banks or securities dealers who have been approved by the Investment Committee of the State Treasurer's Office. Such banks and securities dealers will have been subjected to an appropriate investigation by the staff of the State Treasurer's Office. This investigation will include, among other things, a written review of the firm's financial statements and the background of the sales representatives. All approved dealers must be fully licensed and registered NASD Brokers/Dealers or exempt banks. Criteria used to select securities dealers include:

1. Financial strength and capital adequacy of firm;
2. Services provided by firm;
3. Research service available;
4. Résumé, reputation, and qualifications of sales representatives;
5. Due diligence and firm references; and

6. State government expertise.

The performance goals of the School's active investment management program, over time, should produce book yields that are greater than yields from low risk passive investments. In analyzing the results of the investment program, the School will calculate the book yield and total rate of return on funds compared to the appropriate security market indexes.

The Finance Director/Executive Director will direct the preparation of quarterly investment reports providing a summary of the Genesis's current investment portfolio and all transactions executed since the last report.

Such investment reports will be prepared by the appropriate bank(s) or security dealers for review by the Board, the Executive Director and Finance Director. Investment reports are considered to be public records and will be made accessible to the public.

## **Purchases By and/or Solicitation of School Staff**

### **Section 1. Endorsements**

Employees of Genesis will not endorse products or services in such a manner that will identify the employee as an employee of Genesis.

### **Section 2. Procurement Activities**

In any purchasing activities, all employees shall refrain from soliciting, discourage the offer of, and decline gifts if offered by any vendor wishing to do business with, or who is doing business with Genesis. Instead of making an offer of gifts, the vendor should be encouraged to discount the price of the goods to the school.

### **Section 3. Solicitation/Distribution**

The advertising of sale or distribution of any goods or services on school property, for any school activity, shall have prior approval from the Principal or Executive Director. This includes but is not limited to: school personnel, students, parents/guardians, relatives, general public and commercial businesses.

### **Section 4. Solicitations of School Staff**

Agents, solicitors, and salespersons will be denied the privilege of seeing the school staff during the school day except with permission of the administration.

### **Expenditures for Certificated Staff**

The Board shall expend for teacher retirement, and compensation for certificated staff an amount that reflects the requirements as outlined in state law and regulations.

## **State Tax Sources**

All state funds will be accepted for the operation of Genesis as provided by law.

The Executive Director or Finance Director is responsible for filing all required reports and forms to obtain state funds which Genesis is entitled to receive.

## **Borrowed Funds**

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

## **Building Use**

All receipts from fees for the use of school property by individuals or community groups shall be deposited in the General Revenue fund.

## **Student Fees and Fines**

### **Section 1. Fees.**

No fees shall be charged for enrollment, supplies, equipment or costs attributable to courses of study which are offered for credit.

Students may be charged fees or admission for participation in activities which are voluntary, such as attendance at school athletic or other co-curricular events.

### **Section 2. Fines.**

Every effort shall be made to protect the financial resources of Genesis by collecting all payment for student fines, lost or damaged textbooks, or damage or vandalism to school property. Collected fines shall be deposited in the appropriate account in order to charge replacement costs for books, materials, equipment or repaired property to the appropriate budget item.

## **Fundraising**

All fundraising activities and planning for fundraising shall be done after school hours unless prior permission is received from the Executive Director.

Any fundraising activity which involves students or employees shall require the approval of the Principal and Executive Director. Involvement is defined as: any activity which advertises the school, students, or school organization.

### **Sale/Lease of Real Property**

The Board may vote to sell or lease real property, land, and/or buildings which are no longer needed by Genesis.

### **Sale/Lease of Personal Property**

Whenever Genesis has personal property (i.e., desks, file cabinets, materials, equipment) which Genesis no longer needs, a majority of the Board may vote to sell or lease such surplus property. Surplus personal property may be sold or leased to a city, state agency, municipal corporation, or other governmental subdivision of the state for public purposes at a mutually agreed price and upon notice to the public. In the alternative, Genesis may sell or lease such surplus personal property to the highest bidder.

Public notice of the sale or auction of surplus personal property will be published once a week for two consecutive weeks in a general circulation newspaper published within the county in which Genesis is located. The sale itself will occur as scheduled by the Board at least seven (7) days after the final published notice. The proceeds from the sale or lease of surplus personal property will be placed in the general fund.

## **Accounting System**

### **Section 1. Financial Accounting**

The Genesis School will adhere to the accounting guidelines of the Missouri Department of Elementary and Secondary Education.

**Section 1.1. Accounting records.** The School shall maintain records that adequately identify the source and application of funds. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

**Section 1.2. Internal controls.** The School shall maintain effective control and accountability of all state and local funds, federal grant and sub-grant cash, real and personal property, and other assets obtained with local, state or federal funds. The School shall adequately safeguard all such property and assure that it is used solely for authorized purposes.

**Section 1.3. Source documentation.** Accounting records must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

**Section 1.4. Budget control.** The School shall compare actual expenditures or outlays of state or federal funds with budget amounts for each fund, grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. Applicable federal cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

**Section 1.5. Account Code Structure.** The School shall use the account code structure as described in the Missouri Department of Education's Chart of Accounts.

## **Authorized Signatures**

**Section 1.** The Board of Genesis School shall designate at least one current Board Member to be included as an authorized signature on all financial accounts of the school.

**Section 2.** The Board shall notify all financial institutions that serve the school of the Board Member who is to be included as an authorized signer on financial accounts.

**Section 3.** The Board of Genesis School shall annually certify to its sponsor that the financial institutions that serve the School have on file the authorization form for the Board Member who is to be the signature on all financial account.

## **Travel and Reimbursement**

It is the policy of the Board to pay reasonable travel expenses for those who travel on Genesis business and whose trip has been approved in advance by the Executive Director/Chief of Operations. These expenses include registration, transportation, meals, lodging, tolls, and parking charges. Expenses are reimbursed only when properly accounted for by an individual and approved by the Executive Director/Chief of Operations.

## **Sales Tax**

Genesis is exempt from Missouri sales and use tax on purchases. All sellers or vendors shall be furnished a copy of the official State of Missouri Tax Exemption Letter by the Finance Office at the time a purchase order is delivered.

Administrators, teachers, or other school staff who have been authorized to make purchases for Genesis from local retail dealers will provide a copy of the tax-exempt letter to such dealer at time of purchase.

Genesis representatives are prohibited from using the Genesis tax-exempt letter for personal use.

## **Student Attendance Accounting**

An accurate accounting of student attendance, transportation, and food service records shall be kept by Genesis. The records will be kept in accordance with state law.

The Finance Director and Registrar will be responsible for maintaining student attendance accounting, and for submitting monthly reports of such records to the Executive Director and Principal, who will in turn be responsible for preparing reports to be submitted to the appropriate state offices.

## **Annual Audit**

### **Section 1. Annual Audit.**

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

**Section 1.2.** Once the Board of Genesis School receives the final report, it shall vote to accept the contents of the audit at either its next regularly called meeting or at a special meeting called in accordance with the Board's bylaws.

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

### **Section 2. Annual Financial Statement.**

**Section 2.1.** The Genesis School shall prepare, or cause to be prepared, an annual financial statement for each fund subject to the authority of the Board during the fiscal year showing:

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

**Section 2.2.** The Genesis School shall ensure that the annual financial statement is submitted to the Sponsor in a timely manner pursuant to deadlines.

## **School Activities Funds Management**

School activity funds are used to finance a program of student activities which supplement but do not take the place of the instructional programs. Whether funds are collected from student contributions, club dues, special activities, or result from admissions to events or from other fundraising activities, all funds will be under the jurisdiction of the Executive Director and Principal. The funds will be expended to benefit students currently enrolled in the School. The management of the funds will be in accordance with good business practices, including sound budgetary and accounting procedures, and will be audited in the same manner as other school funds. There shall be full disclosure of the sources and expenditures of all funds.

## **Insurance Programs**

The Board shall maintain adequate insurance programs to cover property, liability and personnel, within the requirements of good risk management and state law. The administration will recommend to the Board the kind and amount of property, casualty and/or liability insurance needed for the protection of Genesis property, employees, and Board, and will administer insurance authorized by the Board, unless otherwise directed.

Every effort shall be made to obtain insurance at the most economical cost consistent with required service by obtaining quotations or by negotiations, whichever method is advantageous to Genesis.

Genesis will maintain coverage on all buildings and capital outlay contents. Coverage should be 100% without coinsurance if available.

Liability coverage should include comprehensive general liability, employee benefits liability, vehicular liability and school board legal liability.

## **Liability Insurance**

The Board recognizes that legal actions may be initiated from time to time against Genesis as a corporate entity, against the Board as a whole, against Board members as individuals, or against Genesis officers, employees or other agents. The Board also recognizes the contribution that is rendered to the students of Genesis by volunteers and is mindful that legal actions may be initiated against these individuals as well.

To protect members of the Board, Genesis officers, employees, other agents, and volunteers in the performance of their duties and responsibilities, the Board will defend its Board members, officers, employees, other agents, and volunteers against claims for suits arising out of the performance of their duties and responsibilities. The Board shall indemnify its Board members, officers, employees, other agents, and volunteers against all financial liability or loss resulting from such claims or suits including judgments for damages, attorney's fees, fines, court costs and amounts paid in settlement of such matters and reasonable and customary ancillary costs. Ancillary costs may include, for example, travel expenses incurred by Board members or others if they must appear for a case that is being tried outside the area.

The protection provided by this policy shall apply on an occurrence basis, which means that an individual will be indemnified even though he/she is no longer a member of the Board or employed by or otherwise associated with Genesis when the lawsuit is filed.

The Board reserves the right, however, to deny representation and indemnification to any person covered by their Board policy in any instance in which there would be no coverage under Genesis's applicable liability insurance program in which the claim "results in civil judgment or criminal conviction for" an intentional tort, immoral conduct, violation of any criminal or civil statute or violation of Board policy or regulations or administrative order or directive, whether verbal or written.

As a prerequisite to the right of legal representation and indemnification, any person who is served with legal notice commencing any action or proceeding against him/her for which indemnification is sought is required to immediately notify the Executive Director of the legal action after receipt of such legal notice.

Genesis shall maintain a program of self-insurance and/or insurance coverage sufficient to provide the legal defense and indemnification described in this policy. However, Genesis's purchase of liability insurance does not waive Genesis's entitlement to sovereign immunity.

## **Bond For All Employees**

All employees of Genesis shall be covered by a blanket bond in an amount to be determined by the Board with premiums to be paid by Genesis.

## **Federal Fiscal Compliance**

### **Section 1. Fiscal Requirements under Title I, Title II, and Title IV of ESSA**

**Section 1.1. Supplement not Supplant.** Genesis School shall ensure that federal funds will be used to supplement, not supplant regular non-federal funds.

**Section 1.2. Documentation.** Documentation shall be maintained, or caused to be maintained, by the Finance Director. The documentation must clearly demonstrate the supplementary nature of federal funds.

### **Section 2. Federal Grant Allowable Expenditures.**

Prior to expending funds, the Finance Director shall consult the appropriate OMB Circular (OMNI Circular) or other federal guidance to determine what costs are allowable under the grant awarded. The Finance Director shall ensure that all grant funds are expended in accordance with the requirements in section 2.1 and the Circular or other applicable federal law or rule.

**Section 2.1 Allowability.** To be allowable under a federal award, costs must meet the following general criteria and be documented that such criteria are met:

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to the types or amount of cost items;
- Be consistent with the policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
- Be adequately documents; and
- Be net of all applicable credits.

**Section 3. Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430, OMNI DESE Memo FAS-15-003 Time and Effort under the OMNI Circular, April 2, 2015)**

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

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

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

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

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

## **Section 4. Charter Schools Program (CSP), ESSA Title IV, Part C**

**Section 4.1. Compliance.** If the Genesis School receives CSP grants, the Finance Director shall ensure that the Genesis School shall comply and use the federal funds in accordance with all statutes, regulations, and approved applications.

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

**Section 4.3. Procurement.** When using CSP funds to enter into a contract for equipment or services the Finance Director shall comply with the applicable federal procurement standards.

## **Section 5. Use of Federal Grant Funds for Procurement**

**Section 5.1. Open and Free Competition.** The Finance Director shall ensure that all procurement transactions are conducted in a manner that provides open and free competition. Awards must be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the Genesis School considering price, quality, and other relevant factors deemed appropriate by the Genesis School.

**Section 5.2. Conflicts of Interest.** Pursuant to the Conflict of Interest Board Policy, no employee, officer, or agent of, who has a real or apparent conflict of interest, will participate in the selection, award, or administration of a contract supported by federal funds. Employees, officers, and agents may also not solicit or accept favors, gratuities, or anything of monetary value from contractors or their agents.

## **Section 5.3. Solicitation of Bids or Offers**

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

- Procurement documents shall be made available, upon request, to appropriate government officials.

**Section 5.4. Record Documentation.** The Finance Director shall ensure there is a cost or price analysis made and documented with every procurement action as well as appropriate documentation for the basis for contractor selection. The (insert title) shall also ensure the evaluation of the contractor performance and document whether the contractor has met the terms, conditions, and specifications of the contract.

**Section 5.5.** All prequalified lists of persons, firms, or products which are used in acquiring goods and services must be reviewed and kept current and shall include enough qualified sources to ensure maximum open and free competition.

**Section 5.6.** The school shall utilize the most appropriate procurement method based on the particular procurement. The school utilize one of the following methods or any more restrictive method:

**Section 5.7. Micro-purchases.** Procurement by micro-purchase is the acquisition of supplies or services which are up to \$10,000. This purchase may be awarded without soliciting competitive quotations.

**Section 5.8. Small purchase procedures.** Small purchase procedures are those simple and informal procurements for securing services, supplies or other property that cost between \$10,001 to \$249,999. Price and rate quotations must be obtained from at least two qualified sources.

**Section 5.9. Sealed bids (formal advertising).** Bids are publicly solicited and a firm fixed price contract is awarded. This method is preferred for procuring construction.

**Section 5.10. Competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer and either a fixed price or cost reimbursement type of contract is awarded.

**Section 5.11. Noncompetitive proposals.** This is the solicitation of a proposal from only one source and may be used only when one or more of the following applies:

- The item is available only from a single source;
- The public emergency for the requirement will not permit a delay;
- The pass-through entity authorizes noncompetitive proposals in response to a written request; and/or
- After solicitation of a number of sources, competition is determined inadequate.

**Section 6. Travel Costs.**

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

**Section 6.1** Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip and results in charges consistent with those normally allowed in like circumstances in the school's non-federally-funded activities and in accordance with the school's written travel reimbursement policies.

**Section 6.2** Cost incurred by employees for travel, including costs of lodging, other subsistent, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school as a result of the school's written travel policy.

If these costs are charged to the Federal award, documentation must justify that (1) the Participation of the individual is necessary to the Federal award; and (2) the costs are reasonable and consistent with the school's travel policy. Document may include any or all of the following: an agenda; prior written approval; and/or written justification statement.

**Section 6.3** The School shall not use its grant funds for temporary dependent care costs unless specifically permitted by the authorizing statute, regulation, and Department.

## **Section 7. Compliance with the Cash Management Improvement Act.**

**Section 7.1.** In order to comply with the Cash Management Improvement Act ("CMIA") the Department of Elementary and Secondary Education will only make payments to the School for reimbursements. Reimbursements are only for funds "spent"—transactions that are recorded on the School's books and the funds delivered to the recipients.

**Section 7.2.** The School may only make requests for payment once an initial budget application for the grants has been approved and must only include actual cumulative expenditures up to the payment request submission date.

**Section 7.3.** The School must at least annually submit an accounting of any interest earned on any Federal funds to the federal Department of Health and Human Services through the Department of Elementary and Secondary Education. The School may retain up to \$500 of earned interest annually on all combined Federal programs for administrative expenses. The School must document all administrative expenses in order to claim the interest offset. Under this section, the interest calculation is the

amount of reimbursement times the annualized Federal interest rate for the fiscal year times the number of business days the funds were held until delivery. The federal interest rates may be found at <http://www.fms.treas.gov/cmia/index.html>.

## **Capital Assets Accounting**

**Section 1. Definition of Capital Asset.** A capital asset is an asset that is tangible in nature; has a life that exceeds one year; of significant value (\$1,600); and reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

**Section 2. Documentation.** The Business and Finance Director shall ensure that Genesis School maintains accurate records of capital assets in accordance with applicable rules.

**Section 3. Inventory.** The Business and Finance Director will ensure that a physical inventory of capital assets takes place once every two years.

**Section 4. Annual Audit.** The annual financial audit required by the Board shall include an exhibit in the audit report identifying all capital assets and the ownership interest of local, state, and federal parties.

# **HUMAN RESOURCES**

## **Equal Employment Opportunity**

To give equal employment and advancement opportunities to all people, we make employment decisions at Genesis School based on each person's performance, qualifications, and abilities. Genesis School does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

The School will make reasonable accommodations for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to Genesis School.

This policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

To further this policy, the School will make every effort to:

- Provide educational opportunities to help employees grow in their jobs and prepare for advancement, assuring protected groups every opportunity to participate.
- Assist employees in securing positions commensurate with their skills and knowledge, assuring equal access to professional development.
- Efficiently resolve concerns and grievances of all employees and prospective employees which may arise in connection with the affirmative action program.

To ensure implementation of this policy, the Executive Director should carry out the following:

- Appoint a nondiscrimination compliance and grievance officer.
- Develop administrative practices pertaining to the above-enumerated goals and related activities.
- Periodically report to the Board on the progress toward these goals.

The Board is required by the Immigration Reform and Control Act to employ only American citizens and aliens who are authorized to work in the United States. The purpose of this law is to preserve jobs for those individuals who are legally entitled to them.

## **Payroll**

### **Section 1. Accurate & Timely Payroll.**

The Human Resources Director shall ensure that school employees are paid accurately and timely in accordance with applicable laws and rules.

### **Section 2. Payment of School Employees.**

School employees shall be paid:

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

### **Section 3. Paydays.**

Pay schedules are set by the Executive Director and approved by the Board of Directors.

### **Section 4. Withholding of Wages.**

The Genesis School shall ensure that the wages of school employees are not withheld except in the following situations as permitted by applicable laws and rules:

- a. The school is ordered to do so by a court of competent jurisdiction;
- b. The school is authorized to do so by state or federal law; or
- c. The school has written authorization from the employee to deduct part of their wages for a lawful purpose.

### **Section 5. Teachers Retirement System.**

As prescribed by Statute, all teachers at Genesis School shall be members of the Public School Retirement System of the School District and subject to its requirements. The Board shall expend for teacher retirement and compensation for instructional staff an amount that reflects the requirements as outlined in Missouri State Statute and Department of Elementary and Secondary Education regulation

## **Employment Procedures**

The Board of Genesis School is solely responsible for hiring of an Executive Director. The Board should consult with or utilize the services of personnel who are not Members of the Board in recruiting, selecting, and hiring the Executive Director.

The Executive Director has direct authority for hiring and firing all other employees, including those providing direct and indirect services to the School. The Executive Director is responsible for maintaining a selection process maximizing staff input.

## **Special Projects and Extended Duty Contracts**

All off-site special projects shall be approved in advance at the discretion of the Executive Director or designee.

There may be times when Genesis cannot meet its operating requirements or other needs during regular working hours. If this happens, the Executive Director may schedule employees to work overtime hours. When possible, the Executive Director will try to give employees advance warning of a mandatory overtime assignment.

It the School's policy that no overtime can be worked without the approval and authorization of the employee's supervisor. The School tries to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

Nonexempt employees will receive overtime pay in accordance with the federal and state wage and hour laws. Overtime pay is based on the actual hours worked. For this reason, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not counted as hours worked when calculating overtime pay.

## **Certificated Personnel Reemployment**

Contract renewal for staff shall be considered not later than the end of April of each year. All Employees who will be asked to return the next school year shall be recommended by the Principal and/or immediate supervisor to the Executive Director. Employees will be notified in writing no later than April of each year of the decision of the Executive Director.

## **Substitute Teacher Employment**

Genesis will employ qualified substitutes for all employee groups. The Executive Director, Principal, and Human Resources Director will work to prepare and plans to fill employment vacancies.

Substitute teachers shall meet all requirements as established by the State Board of Education. Rate of compensation shall be according to the annual school budget approved by the Board.

Records shall be kept by the Administrative Office concerning number of days taught by substitutes and the amount of funds expended. The Board shall be informed concerning this data at periodic intervals.

## **Family and Medical Leave Act**

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 Executive Director function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

"Parent" means a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law."

"Qualifying exigency" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

"Spouse" means a husband or wife.

### **Section 3. Amount and Type of Leave Taken**

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

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

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

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

**Section 3.5. Notification of Leave.** If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to the Human

Resources Director. 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 Human Resources Director 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.

## **Professional Development**

The Board encourages all employees to be engaged in a continuous program of professional and technical growth in order that they may be qualified to provide quality educational programs and services for all students.

Full-time employees may be required to attend programs, courses, or participate in activities which provide personal or professional growth. Required professional time will be determined by the Executive Director or Principal. Leave time to meet this requirement must be approved by the Executive Director or Principal in advance of the taking of such leave.

In addition to the personal and professional growth activities required above, employees are encouraged to attend and to participate in activities, including conferences, institutes, and workshops related to their profession and their duties at Genesis. Approval for leave to attend or participate in such activities may be granted by the Executive Director or designee consistent with these policies and procedures. The Executive Director, Directors or Principal should consider the position of the staff member, the needs of the School, and the purpose of the activity requested. The Board has responsibility for evaluating any request of the Executive Director to participate in any such activity or program. The Executive Director (or the Board) shall determine whether Genesis will pay the expenses, or any portion thereof, of a staff member attending an approved activity or program.

The Board shall provide a Professional Development Program in compliance with state statutes regarding assistance for beginning teachers. The Instructional Leadership Team will develop a plan to carry out the goals of the Professional Development Program.

The Professional Development Program shall further be in compliance with Section 7 of the Outstanding Schools Act, Section 160.500, RSMo, *et seq.*

Genesis will the Instructional Leadership Team, to work with beginning teachers and experienced teachers in identifying instructional concerns and remedies; assist beginning teachers with implementation of their professional development plan; serve as a consultant upon a teacher's request; arrange training programs for mentors; assess faculty needs and develop in-service opportunities for school staff; present faculty suggestions, ideas and recommendations pertaining to classroom instruction within the School; and review and evaluate the Genesis staff development program.

## **Salary**

Salary recommendations for all administrators will be prepared and submitted to the Board annually. Administrative salaries will be based upon a variety of factors including, educational preparation, years of service with Genesis, and with public education, years of service as an administrator at each administrative level, regional comparisons to similar LEAs, number of contracted days, administrative responsibilities, and salaries of other administrators within category. Consideration will be given to administrators' previous salary for all newly hired administrators.

## **Group Insurance Benefits**

Medical group insurance coverage for staff members will be provided. The Finance Director will solicit proposals through the Charter School Consortium and make recommendations to the Executive Director.

Employees shall be given information regarding COBRA benefits at the times of employment and separation.

## **Retirement Compensation**

Retirement provisions for all eligible employees will be in accordance with the Public School Retirement System of the School District of Kansas City.

Full-time certificated staff employed after April 15, 1986, are subject to the Medicare portion of Social Security.

At the time of initial employment an employee shall be given his/her first COBRA notification. Second notification and continuation of benefits are contingent upon the employee notifying the District of a qualifying event.

Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired, to become members of the plan if they are eligible to receive benefits under the Retirement System, by paying premiums at the same rate as other members of the group.

Employees who retire or who have retired and who are eligible for retirement benefits from either the PSRS or PEERS Plans are eligible to participate in Genesis health benefit programs. In addition, the spouse and/or unmarried dependent children of any employee may also participate in Genesis health benefit programs provided that these family members are receiving or are eligible to receive retirement benefits from either the PSRS or PEERS Systems. The retiree must apply for insurance coverage within the first year he/she is eligible to receive retirement benefits.

## **Performance Reviews and Merit Increases**

Supervisors and employees are strongly encouraged to regularly discuss job performance and goals on an informal basis. Formal performance evaluations will be conducted annually, to provide both the employee and their manager or supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals. Additional evaluations may be conducted as appropriate.

Without demonstrated progress in performance on the job, an employee should not expect to receive a pay increase. Increases are not automatic or annual, nor does time on the job itself qualify an employee for a merit increase.

An employee's failure or inability to perform assigned duties for reasons such as lack of necessary experience, education, skill, integrity, diligence or other job related factors may result in the organization's decision to release an employee from employment.

## **Staff Conduct**

The Board requires all staff members to serve as positive role models for all students. Genesis exists to provide quality, cognitive, and affective education for all students. In achieving these objectives, staff are required to meet certain performance criteria including, but not limited to:

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

The Board expects employees to follow certain work rules and conduct themselves in ways that protect the interests and safety of all employees and students at Genesis.

While it is impossible to list every action that is unacceptable conduct, the following lists

some examples. Employees who break work rules such as these may be subject to disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or possession of property
2. Falsification of timekeeping records
3. Working under the influence of alcohol or illegal drugs
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
5. Fighting or threatening violence in the workplace
6. Boisterous or disruptive activity in the workplace
7. Negligence or improper conduct leading to damage of employer-owned or customer-owned property
8. Insubordination or other disrespectful conduct
9. Violation of safety or health rules
10. Smoking in prohibited areas
11. Sexual or other unlawful or unwelcome harassment
12. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
13. Excessive absenteeism or any absence without notice
14. Unauthorized absence from work station during the workday
15. Unauthorized use of telephones, mail system, or other employer-owned equipment
16. Unauthorized disclosure of business "secrets" or confidential information
17. Violation of personnel policies
18. Unsatisfactory performance or conduct

## **Reduction in Force**

**Section 1. Instructional Staff.** Positions may be eliminated due to reorganization, budgetary constraints, or other circumstances. The Executive Director, with approval of the Board, shall make the final decision regarding the elimination of any instructional staff position.

**Section 2. Support Staff.** The Executive Director is authorized to reduce the number of support staff when in the Board's sole discretion factors including, but not limited to, decreases in student enrollment, reorganization or financial reasons necessitate such reduction. In making such staff reductions, the Board will seek to retain those staff members best able to serve the needs of Genesis students.

## **Employees with Communicable Diseases**

An employee may be excluded from work if the employee (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is likely to transmit the contagious or infectious disease, unless the Board or its designee has determined, based upon medical evidence, that the employee:

1. No longer has the disease.
2. Is not in the contagious or infectious stage of an acute disease.
3. Has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

Genesis officials may require an employee suspected of having a contagious or infectious disease to be examined by a physician and may exclude the employee from work, in accordance with the procedures authorized by this policy, so long as there is a substantial risk of transmission of the disease in the school environment.

Employees with acute or chronic contagious or infectious diseases have a right to privacy and confidentiality. Only staff members who have a medical reason to know the identity and condition of such employees will be informed. Willful or negligent disclosure of confidential information about an employee's medical condition by staff members will be cause for disciplinary action.

Genesis will implement reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health publication PACH-16, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the office of the Supervisor of Health Services and in the office of each school nurse.

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal lives, including work, to the degree that they can. Genesis School wants to help these employees to work as long as they continue meeting acceptable performance standards.

As in the case of other disabilities, we will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on any employee is confidential. Genesis will take reasonable precautions to protect medical information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing medical information is subject to disciplinary action, up to and including termination of employment.

If you have questions or concerns about life-threatening illnesses, you should contact the Director of Human resources for information and referral to appropriate services and resources.

## **Board/Staff Communications**

We believe that teachers, administrators, and the Board share a common goal of providing the best possible school for the children and adults. Therefore, it is imperative that teachers, administrators, and the Board establish a means of communication that will aid in the mutual development of policies and practices that will further this common goal.

## **Staff Involvement in Decision Making**

The Board encourages employees to offer suggested improvements regarding the working conditions of Genesis employees. The Board shall make the final decision to accept or reject any and all proposals submitted by employee groups.

## **Conflict of Interest and Non-Disclosure**

All employees must comply with the conflict of interest and non-disclosure requirements of this policy.

An actual or potential conflict of interest is when the employee is in a position to influence a decision or have business dealings on behalf of Genesis that might result in a personal gain for an employee or for a relative of an employee. For conflicts of interest, a relative is any person who is related to the employee by blood or marriage, or whose relationship to the employee is similar to being a relative even though they are not related by blood or marriage.

Genesis does not automatically assume that there is a conflict of interest if the employees has a relationship with another company. However, if the employee any influence on transactions involving purchases, contracts, or leases, the employee must tell an officer of Genesis as soon as possible. By telling Genesis that there is the possibility of an actual or potential conflict of interest, the School can set up safeguards to protect everyone involved.

The possibility for personal gain is not limited to situations where the employee or their relative has a significant ownership in a firm with which Genesis does business. Personal gains can also result from situations where the employee or their relative receives a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving Genesis.

The following are some examples of conflicts of interest that violate this policy:

- Employees participating for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or their parents/guardians.
- Employees who have patented or copyrighted any device, publication, or other item who receive royalties for use of such item in the school.
- Employees engaging in any type of work where the source of information concerning customer, client, or employer originates from information obtained through the School or the employee's involvement in the school.
- Employees acting as agents or accepting commissions or other rewards for books or other School materials, the selection of purchase of which they may influence. The School may not purchase products distributed directly or indirectly by employees of the School.

It is very important to Genesis that School protect confidential business information and trade secrets. Confidential information includes, but is not limited to, the following

examples:

- Compensation data
- Computer processes
- Computer programs and codes
- Correspondence
- Financial information
- Marketing strategies
- New materials research
- Payroll records
- Pending projects and proposals
- Performance appraisals
- Proprietary production processes
- Research and development strategies
- Scientific data
- Scientific formulae
- Scientific prototypes
- Student rosters and addresses
- Technological data
- Technological prototypes

If you have access to confidential information, the employee must sign a non-disclosure agreement as a condition of employment.

If an employee improperly uses or discloses a trade secret or confidential business information, the employee will be subject to disciplinary action, up to and including termination of employment and legal action. This applies even if the employee does not get any benefit from releasing the information.

## **Staff Dispute Resolution**

Genesis encourages an environment in which any problem, complaint, suggestion, or question receives a timely response from Genesis supervisors and management.

Genesis strives to ensure fair and honest treatment of all employees. The Board expects supervisors, managers, and employees to treat each other with mutual respect. The Board also encourages employees to give positive and constructive criticism to each other.

No employee will be penalized, formally or informally, for making a complaint or for using this problem resolution procedure.

If a situation occurs where an employee believes that a condition of employment or a decision that affects them is not fair, employees are encouraged to use the following problem resolution steps. The employee may stop the procedure at any step.

1. Present the problem to supervisor after the incident occurs. If the employee's supervisor is unavailable or the employee believes it would be inappropriate to discuss it with their supervisor, the employee may present the problem to a member of management.
2. The employee's supervisor responds to the problem during discussion or after consulting with appropriate management, when necessary. The employee's supervisor documents the discussion.
3. The employee presents the problem to the Human Resources Specialist if the problem is not resolved.
4. The Human Resources Specialist counsels and advises the employee, helps the employee to put the problem in writing, visits with your managers, if necessary, and directs the employee to the Executive Director for a review of the problem.
5. The employee presents the problem to the Executive Director in writing.
6. The Executive Director reviews and considers the problem. The Executive Director informs the employee of the decision and forwards a copy of the written response to the employee's file. The Executive Director has full authority to make any adjustment that is determined to be appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction. However, Genesis believe sthat honest discussion and listening to each other will build confidence between employees and management and help make Genesis a better place to work.

## **Personnel Records**

Personnel files on all employees will be maintained in Genesis's administrative offices. It is the intent of the Board to maintain complete and current personnel files, including all information necessary to comply with the Fair Labor Standards Act, for all Genesis employees.

Genesis will maintain the following information in personnel files: applications, certification documents, performance evaluations, current transcripts, employment contracts and performance related documents. Medical records, including health insurance records, will be maintained separately. Files containing immigration records will be kept separate from personnel files.

The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Access to personnel files will be on a strict need-to-know basis by appropriate Genesis administrators, legal counsel, or state agencies with authority.

Upon request to and in the presence of the appropriate administrative official, any employee will have the right during regular working hours to inspect his/her own personnel file, with the exception of the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers.

Information of a critical nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder.

## **Drug Free Workplace**

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

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

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

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

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

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

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

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

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

## **Alcohol and Illicit Drugs**

Genesis prohibits all employees from the possession, distribution, or presence under the influence of alcohol and non-prescribed controlled substances while on school premises. Violation of this policy will result in disciplinary action up to and including termination. In addition, such violation may result in substantially reduced or forfeiture of workers' compensation benefits where the use of substances prohibited by this policy were used during the occurrence of a work place injury or related to a work place injury.

### **Post-Accident Drug / Alcohol Testing**

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students, to other employees, and to Genesis property. Where an employee holding a safety sensitive position is involved in an accident producing injury, Genesis will require the employee to submit to post-accident alcohol/drug testing.

Post-accident testing will be utilized after any accident

- a. involving the loss of life;
- b. resulting from a violation of Board Policy or Regulations, or municipal, state, or federal law;
- c. which results in an injury to a person who receives medical treatment;
- d. resulting in disabling damage to any motor vehicle or piece of Genesis equipment;
- e. resulting from a violation of a safety regulation or safety directive.

Refusal to submit to post-accident testing will result in disciplinary action up to, and including termination, and may result in forfeiture of Workers Compensation benefits for injuries related to the request for testing.

Employees holding a non-safety sensitive position will be subject to post-accident drug testing where a Genesis administrator has sufficient cause to suspect the employee's use of alcohol or non-prescribed controlled substance producing accident, in conjunction with or related to a work place testing. Such post-accident testing will be utilized in any accident that results in the outcomes listed above.

### **Safety Sensitive Positions:**

The following list of positions are hereby classified as "safety sensitive" due to the serious risk of harm that can result from performing said job duties while impaired by

drugs or alcohol; therefore, employees occupying such positions are subject to drug testing in accordance with published Board Policies and Regulations:

- Custodial employees.
- Any Genesis employee whose job duties involve the performance of supervising children, including, but not limited to teachers, teachers' aides, lunchroom/playground monitors, etc.

## **Use of Genesis Property**

Employees may be provided access to and use of Genesis property including, but not limited to, desks, file cabinets, closets, storage areas and computers for classroom use. These items remain the property of the Genesis and are subject to inspection by Genesis administrators.

Genesis is not responsible for personal property that is lost, damaged or stolen. If an employee brings personal property/items/belongings into the office or on school property, the employee is responsible for such property. An employee's personal property will not be covered under the School's insurance.

Genesis prohibits the following items on its premises:

- Items that are sexually suggestive
- Items that are offensive, or demeaning to specific individuals or groups
- Firearms or other weapons

All personal property brought on to School premises may be inspected for purposes of enforcing the organization's policies and to protect against theft.

## **Employee Information Sharing**

**Section 1.** The Executive Director or his/her designee shall be permitted to respond to requests for information from public schools about former employees.

### **Section 2. Information Sharing**

**Section 2.1.** The School shall provide information about a former employee to another **public school upon request.**

**Section 2.2.** The School shall share the following information:

- information regarding any violation of the published regulations of the Governing Board of the School by the former employee if such violated related to sexual misconduct with a student and was determined to be an actual violation by the Governing Board after a contested case due process hearing conducted pursuant to board policy
- the results of a children's division investigation if the investigation involved allegations of sexual misconduct with a student and the children's division reached a finding of substantiated.

**Section 3.** All current and potential employees shall be given notice of this policy upon its adoptions.

## **Missouri Victims' Economic Security and Safety Act**

In accordance with the Missouri Victims' Economic Security and Safety Act (VESSA), the Genesis School offers eligible employees unpaid leave for qualifying domestic or sexual violence related reasons, with a guarantee of restoration to the same or an equivalent position on return from leave. Employees must comply with the terms and conditions set forth in this policy.

### **Section 1. Definitions**

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

### **Section 2. Eligible Employees**

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

### **Section 3. Qualifying Reasons for Leave**

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

1. To seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence against the employee or their family or household member.
2. To obtain victim services from a victim services organization for the employee or their family or household member.
3. To obtain psychological or other counseling for the employee or their family or household member.
4. To participate in safety planning, including temporary or permanent relocation or other actions to increase safety for the employee or their family or household member from future domestic or sexual violence.
5. To seek legal assistance to ensure the health and safety of the employee or their household or family member, including participating in court proceedings related to the domestic or sexual violence.

#### **Section 4. Leave Time**

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

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

#### **Section 5. Notice of Need for Leave and Certification**

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

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

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

This information must be provided to the Human Resources Director within a reasonable time after it is required by the School. Full cooperation to obtain this supplemental information is required under this policy.

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

#### **Section 6. Medical and Other Benefits**

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

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

## **Section 7. Reasonable Safety Accommodations**

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

## **Section 8. Non-Retaliation**

Employees who seek good faith leave or reasonable safety accommodations under this policy will not be retaliated against. If you believe you have been subject to retaliation or discrimination, you should report it to the Human Resources Director

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

## **Instructional Schedules and Working Hours**

Genesis shall provide an annual work calendar establishing work days for the contractual year. Genesis retains discretion to change the School calendar based on funding source requirements and inclement weather.

All instructional staff is required to be on duty during the work day. In addition, instructional staff is required to attend scheduled staff meetings, parent teacher conference days, IEP meetings, and other meetings as may be determined by administration.

## **Staff Attendance**

Regular attendance is essential in providing students with a high quality of instruction. Eligible instructional and support staff is eligible to earn paid time off. Paid time off for instructional and support staff is in addition to days when school is closed. Paid Time Off earned shall be posted to an employee's record each month before leave taken is charged against leave balances.

## **Personnel Leave**

The Executive Director shall adopt a policy in the employee handbook with regarding to Personnel leave, including:

1. Paid Time Off
2. Bereavement Leave:
3. Leave for Jury Duty
4. Military Leave
5. Leave of Absence
6. Family and Medical Care Leave

## **Holidays**

Genesis gives time off to all employees on the following holidays:

- January 1st (New Year's Day)
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth (June 19th)
- July 4th
- Labor Day
- Thanksgiving and the day after
- Christmas Eve and Christmas Day

Eligible employees will be paid for holiday time off. If you are eligible, your holiday pay will be calculated at your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked that day.

You must also work both the last scheduled workday immediately before the holiday and the first scheduled day immediately after the holiday.

If on the holiday you are on a paid absence, such as vacation or sick leave, you will get holiday pay instead of the paid time off pay you would have received.

We do not count holiday paid time off as hours worked when calculating overtime.

## **Business Travel Expenses**

Genesis will reimburse employees for reasonable business related travel expenses if Executive Director or Finance Director approves the travel in advance.

In its discretion, Genesis may allow reimbursement of expenses incurred in clinics, workshops, degree classes, etc., that full-time employees attend which have for their purpose strengthening of the School's programs and the improvement of instruction.

Genesis reimburses approved travel expenses such as registration, board, lodging, tuition, transportation, and other expenses as long as they were necessary to meet the objectives of the trip. You are expected to keep expenses within reasonable limits.

If the employee is involved in an accident while on business travel, the employee should immediately report the accident to their supervisor. If the employee uses a vehicle owned, leased, or rented by Genesis, the employee may not use that vehicle for personal reasons unless the employee receives advance approval.

When a business trip is over, submit completed travel expense reports within 30 days to the Human Resource Specialist. With the expense report, submit receipts for every expense item.

The employee should contact their supervisor for help and questions about business travel, expense reports, or any other travel issues.

Employees who do not follow this business travel policy could be subject to disciplinary action, up to and including termination of employment.

## **Salary Deductions**

### **Section 1. Withholding Taxes**

A Federal withholding tax is retained for the Collector of Internal Revenue as payment on Federal Income Tax for the current year. The amount withheld is determined by salary and the number of dependents. No salary check will be issued until all withholding forms are submitted.

A State withholding tax is retained for the Missouri Department of Revenue. The amount withheld is determined in the same manner as the Federal Income Tax. Employees may authorize additional sums to be withheld by notifying the payroll department in writing and completing a new W-4 form indicating the additional amount to be withheld each pay period. No salary checks will be issued until all withholding forms are submitted.

### **Section 2. Public School Retirement System (PSRS) of the School District of Kansas City**

All full-time teachers and part-time teachers who work seventeen (17) hours or more per week are members of PSRS. Support employees with a teaching certificate are also eligible for membership in PSRS.

### **Section 3. Public Education Employees Retirement System (PEERS)**

All support employees who work twenty (20) hours or more per week on a regular basis for thirty (30) calendar days are members of PEERS and are also covered by Social Security.

### **Section 4. Medical, Dental and Life**

Medical, dental and life insurance payments will be deducted for all employees (with dependents and/or spouse) on a twelve (12) month basis each month.

### **Section 5. Additional Deductions**

Any staff member may authorize additional voluntary deductions for payment of tax-sheltered annuities, dues to professional organizations, credit union, and dependent coverage for medical benefits.

## **Workers' Compensation Benefits**

Genesis provides a comprehensive workers' compensation insurance program to employees.

The workers' compensation program covers injuries or illnesses that might happen during the course of employment that require medical, surgical, or hospital treatment. Subject to legal requirements, workers' compensation insurance begins after a short waiting period, or if the employee is hospitalized, the benefits begin immediately.

It is very important that an employee tell their immediate supervisor or Human Resource Specialist immediately about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that the employee qualify for coverage as quickly as possible and let us investigate the matter promptly.

Workers' Compensation covers only work-related injuries and illnesses. Neither Genesis nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if an employee voluntarily participates in an off-duty recreational, social, or athletic activity that Genesis might sponsor.

## **Suspension or Termination Staff**

Genesis believes it is important to make sure that all employees are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The purpose of a disciplinary action is to correct the problem, prevent it from happening again, and prepare the employee for satisfactory performance in the future.

Examples of conduct which are prohibited include, but are not limited to the following:

- Conflict of interest
- Failure to follow Genesis procedures or administrative directives
- Conviction of a crime against society
- Falsifying records of documents, including an employment application
- Knowingly providing untruthful information in official activities
- Gambling or drinking alcoholic beverages while on duty time or on School premises
- Possession of or use of illegal drugs
- Reporting for duty under the influence of intoxicants or narcotics
- Unauthorized disclosure of confidential information concerning employees, students, or Genesis
- Possession of explosives, firearms, or other weapons on Genesis' premises or during School activity
- Theft or unauthorized use or possession of property belonging to Genesis, its students, other employees or visitors
- Other conduct deemed by Genesis to be injurious to security, personal safety, employee welfare and the School's operations
- Loss of confidence/trust

Although employment is based on mutual consent and both the employee and Genesis have the right to terminate employment at will, with or without cause or advance notice, Genesis may use progressive discipline at its discretion.

Disciplinary action may be any of the following four steps: 1) verbal warning, 2) written

warning, 3) suspension with or without pay, or 4) termination of employment. Genesis will look at how severe the problem is and how often it has happened when deciding which step to take. There may be circumstances when one or more steps are bypassed.

In very serious situations, some types of employee problems may justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps. In this case, the employee should be notified of his/her right to appeal.

The procedure for an employee appealing a penalty that results in suspension or termination of employment is as follows:

1. If the employee wishes to appeal the action, he/she must assert his/her appeal to the Executive Director in writing ten (10) working days from notification by the Executive Director. The employee's appeal letter must contain the reasons(s) for the disagreement with the decision. The Executive Director should advise the President of the Board who may convene the Review Board to hear the appeal. The Executive Director should provide documentation for their consideration, including the relevant files.
2. Upon receipt of the employee's request for appeal from the Executive Director, the Chairman of the Review Board should set a hearing date at the mutual convenience of the employee and that Board to occur, in possible, within ten (10) working days from the date of receipt of the employee's request. If a convenient time cannot be agreed upon, the period may be extended so as to accommodate all parties. Written notice of time and place of the hearing may be mailed to the address of the employee, as stated on his/her request for appeal, along with a copy of this procedural outline.
3. The Review Board at the hearing should consist of the following three (3) persons: (1) The President of the Board or his/her designee who may serve as Chairperson of the Review Board, (2) One person, either from staff or Board, selected by the person with the grievance, (3) One person, either from staff or Board, selected by the President of the Board. The scope of the review should be limited to a finding on the validity of the recommendation made by the supervising employee. If there is not sufficient evidence to support the recommendation made, the Review Board may recommend overruling or altering the decision of record. In the event any member of the Review Board is unable to attend, a substitute may be selected by the Chairman of the Review Board.
4. The employee should be entitled to a fair and impartial closed hearing. The Review Board should submit a written copy of the recommendation to the Executive Committee for action.

The acceptance or rejection of the Review Board's recommendations by the Executive Committee is final, at which time written notice of the final decision should be sent to

the employee and place in their personnel file.

## **Executive Director of Schools**

The Executive Director is the chief administrative officer of the School. The Executive Director, under the direction of the Board, is responsible for the general supervision of the School and all personnel. The Executive Director is the chief executive officer of the Board and shall be responsible to the Board for the execution of the policies, rules and regulations and directives given by the Board.

The Executive Director is the authorized representative and signatory for all official matters pertaining to the School.

### **Section 1. Qualifications of the Executive Director of Schools**

The Executive Director shall hold Missouri Teacher's and Principal's Certificates and have prior teaching experience. Prior experience as a school administrator is desirable. The Board shall establish additional qualifications for the Executive Director.

### **Section 2. Terms of Employment**

The terms of the Executive Director's employment will be contained in a written contract signed by the Executive Director and Board President. During the term of the Executive Director's contract, the amount of the compensation and benefits provided in the contract may not be changed unless approved by the Board.

In addition, and as provided in the Executive Director's employment contract, the Executive Director's contract may be terminated by mutual consent, termination for cause or death or incapacity.

### **Section 3. Termination**

The employment of the Executive Director terminates upon expiration of the Executive Director's contract. The decision to extend the Executive Director's contract or to deny such extension lies in the discretion of the Board.

In addition, and as provided in the Executive Director's employment contract, the Executive Director's contract may be terminated by mutual consent, termination for cause, or death or incapacity.

### **Section 4. Resignation**

The Executive Director must give one month noticed to the Board when resigning from the position.

## **Section 5. Evaluation**

The Board will evaluate the performance of the Executive Director in or by the June each contract year. The Executive Director's evaluation will be based, in part, upon the Executive Director's annual goals provided to the Board.

## **Title IX Sexual Harassment**

### **Section 1. Definitions**

**Section 1.1** The following definitions are applicable to this policy:

**Actual knowledge:** notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or any official of the school who has authority to institute corrective measures on behalf of the school, or any employee of the school. The actual knowledge standard is not met when the only official of the school with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures.

**Complainant:** an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

**Deliberate indifference:** a response to a sexual harassment claim that is clearly unreasonable in light of the known circumstances.

**Education program or activity:** locations, events, or circumstances over which the school exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

**Respondent:** an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Sexual harassment:** conduct on the basis of sex that satisfies one or more of the following:

An employee of the school conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct;

Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or

“Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C.12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

**Supportive measures:** non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or respondent before or after the filing of a formal complaint or where not formal complaint has been filed. Such measures are designed to restore or preserve equal

access to the school's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. These measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security or monitoring of certain areas of the campus, and other similar measures. The school must maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining confidentiality could not impair the ability of the recipient to provide supportive measures.

## **Section 2. Designation of Title IX Coordinator**

**Section 2.1.** Genesis School shall designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under Title IX. This employee shall be referred to as the Title IX Coordinator.

**Section 2.2.** The Title IX Coordinator's information shall be prominently displayed on the school's website and in each handbook made available to students, parents or legal guardians of students, applicants for admission and employment, and employees

## **Section 3. Notification**

**Section 3.1.** The School shall provide notification to applicants for admission and employment, students, parents or legal guardians of students, and employees of the following:

The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator.

That the School does not discriminate in education programs and activities on the basis of sex, and that the school is required by Title IX not to discriminate.

The School does not discriminate in admission and employment, and that inquiries about the application of Title IX may be directed to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the federal Department of Education, or both individuals.

The School's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the recipient will respond.

## **Section 4. Response to Sexual Harassment**

**Section 4.1.** If the School has actual knowledge of sexual harassment the School must respond promptly in a manner that is not deliberately indifferent.

**Section 4.2.** The School's response must treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance process as defined in Section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

**Section 4.3.** The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

**Section 4.4.** The School may remove a respondent from the school's education program or activity on an emergency basis, provided the school undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**Section 4.5.** The Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the school's education program or activity, how to conduct an investigation and grievance process. This training shall also include how to use any technology at a live hearing, issues of relevance of questions and evidence, and issues of relevance to create an investigative report that fairly summarizes the relevant evidence. This training must be posted on the school's website.

**Section 4.6.** The school may place an employee on administrative leave during the pendency of a grievance process that complies with Section 5.

## **Section 5. Grievance Process for Formal Complaints of Sexual Harassment**

**Section 5.1.** The School's treatment of a complainant or respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

**Section 5.2.** All provisions of the grievance process outlined in this policy must be applied equally to complainants and respondents.

### **Section 5.3. Grievance Process Requirements**

**Section 5.3.1** The grievance process must treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent.

**Section 5.3.2.** The grievance process must be followed before the imposition of any disciplinary sanctions or other actions that are not supportive measures are imposed on a respondent.

**Section 5.3.3.** Remedies must be designed to restore or preserve equal access to the School's education program or activity.

**Section 5.3.4.** All relevant evidence, including both inculpatory and exculpatory evidence, must be evaluated.

**Section 5.3.5.** Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

**Section 5.3.6.** The Title IX coordinator, any individual designated as an investigator, decision-maker or any individual designated to facilitate an informal resolution process, must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

**Section 5.3.7.** The School shall select an unbiased individual to serve as the decision-maker. This individual shall not be the Title IX coordinator or the investigator.

**Section 5.4. Notice of Allegations.** Upon receipt of a formal complaint, the school must provide the following written notice of the known parties:

- Recipient's grievance process, including an informal resolution process.
- Allegations of sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment and the date and location of the alleged incident, if known.
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- The parties may have an advisor of their choice, who may be, but is not required to be an attorney.
- The parties may inspect and review evidence.
- Any provision in the school's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

**Section 5.4.1** If the school decides to investigate any allegations not provided in the original notice as outlined in Section 5.4, the school must provide notice of the additional allegations to the parties whose identities are known.

## **Section 5.5. Investigation of a Formal Complaint**

**Section 5.5.1.** During an investigation, the school must ensure that the burden of proof and burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the school and not the parties.

**Section 5.5.2.** The School must obtain consent of a party to use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or paraprofessional acting the profession's or paraprofessional's capacity or assisting in that capacity and which are made and maintained in connection with the provision of treatment to the party.

**Section 5.5.3.** The School must provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.

**Section 5.5.4.** The parties may not be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

**Section 5.5.5.** Parties must be provided the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any relevant meeting or proceeding by the advisor of their choice, who may be an attorney. The school may not limit who may be an advisor, however, the school may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions are applied equally.

**Section 5.5.6.** The School must provide any party with written notice of the date, time, location, participants, and purpose of all hearing, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

**Section 5.5.7.** The School must provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the school does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The school must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

**Section 5.5.8.** Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a hearing (if so provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

**Section 5.6. Hearings.** The School may choose to provide a hearing. Regardless of whether a hearing is provided, the School must, after the investigative report is sent to both parties, provide an opportunity before a decision is reached, for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

**Section 5.6.1.** With or without a hearing, questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

**Section 5.7. Determination Regarding Responsibility.** The decision-maker, who is someone other than the Title IX coordinator or the investigator, must issue a written determination regarding responsibility.

**Section 5.7.1.** The written determination must include:

- Identification of the allegations potentially constituting sexual harassment.
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods use to gather other evidence, and hearings held.
- Findings of fact supporting the determination.
- Conclusions regarding the application of the school's code of conduct to the facts.
- Statement of and rational for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school imposes on the respondent, and whether remedies designed to restore or preserve equal access to the school's education program or activity will be provided by the school to the complainant.

- The School's procedures and permissible bases for the complainant and respondent to appeal.

**Section 5.7.2.** The written determination must be provided to the parties simultaneously.

**Section 5.7.3.** The determination regarding responsibility becomes final either on the date the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

**Section 5.8. Remedies.** The Title IX coordinator is responsible for effective implementation of any remedies.

**Section 5.9. Appeals.** The School must offer both parties an appeal from a determination regarding responsibility and from a school's dismissal of a formal complaint or any allegations on the following bases:

- Procedural irregularity that affected the outcome of the matter.
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome.
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- The school may offer an appeal equally to both parties on additional bases.

**Section 5.9.1.** The School must notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

**Section 5.9.2.** The School must ensure the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding the responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

**Section 5.9.3.** Both parties must be given a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome

**Section 5.9.4.** The School must issue a written decision describing the result of the appeal and the rationale for the result

**Section 5.9.5.** The School must provide the written decision simultaneously to both parties.

**Section 5.10. Consolidation.** The School may consolidate formal complaint as to allegations of sexual harassment against more than one respondent, or more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

**Section 5.11. Dismissal.** After an investigation, if it is determined that the conduct alleged in the formal complaint would not constitute sexual harassment, the conduct did not occur in the School's education program or activity, or did not occur against a person in the United States, then the recipient must dismiss the formal complaint with regard to that conduct for the purposes of sexual harassment under Title IX. This dismissal does not preclude action under another provision of the school's code of conduct.

**Section 5.11.1.** A complaint or any allegations therein, may be dismissed at any time during the investigation or hearing if a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; if the respondent is no longer enrolled or employed by the recipient; or specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

**Section 5.11.2.** Upon dismissal of a complaint or any allegation therein, the School shall promptly send written notification of the dismissal and the reason(s) therefor simultaneously to the parties.

## **Section 6. Informal Resolution Process**

**Section 6.1.** The School may not require as a condition enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment.

**Section 6.2.** The School may not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed.

**Section 6.3.** At any time prior to the determination regarding responsibility, the School may facilitate an informal resolution process that does not involve a full investigation.

The School may do this if the parties are provided a written notice disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any

consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be share.

The parties must provide their voluntary, written consent to the informal resolution process

The School does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

## **Section 7. Recordkeeping**

**Section 7.1.** The School must maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity.
- Any appeal and the result of that appeal.
- All training materials.

**Section 7.2.** For each response under Section 4, the School must create and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. The school must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the school's education program or activity. If the school does not provide supportive measures, the school must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

## **Section 8. Retaliation.**

No individual may be intimidated, threatened, coerced, or discriminated against for the purpose of interfering with any right or privilege secured by Title IX because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part.

Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. The school must keep confidential the identity of all parties.

**Section 8.1.** The exercise of rights protected under the First Amendment does not constitute retaliation.

**Section 8.2.** Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

## Harassment Policy

### Section 1. Unlawful Harassment

**Section 1.1.** In accordance with applicable law, the Board of Genesis prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age, or any other basis protected by federal, state or local law. Genesis is committed to taking all reasonable steps to prevent harassment from occurring.

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

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

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

### Section 2. Reporting

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

**Section 2.1.1.** If any employee believes he/she has been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report as soon as possible to their most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority. The report should include details of the incident(s), the names of

individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

**Section 2.1.2.** All incidents of harassment that are reported will be thoroughly investigated and documented. Genesis will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

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

### **Section 3. Protection Against Retaliation**

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

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

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

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

### **Section 4. Liability for Harassment**

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

### **Section 5. Additional Enforcement Information**

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

## Personnel Evaluations

### Section 1. Staff Observations and Evaluations

**Section 1.1.** The Executive Director shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

**Section 1.2.** Each certified staff member shall be formally observed and evaluated by the Academic Director or supervisor on at least an annual basis.

**Section 1.3.** Each classified staff member shall be formally evaluated by their Supervisor on at least an annual basis.

**Section 1.4.** The individual evaluating the employee shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

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

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

## **Staff Complaints and Grievances Policy**

### **Section 1. Intent of the Policy**

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

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

### **Section 2. Definitions**

1. Complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.
2. Employee means any person hired by the Board to perform services either full or part-time.
3. Days mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.
4. Executive Director means the employee possessing that degree of administrative authority.
5. Parties in Interest means persons involved in the processing and investigation of the complaint.
6. Complaint File means a file maintained by the Human Resources Director containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.
7. Board means the Governing Board of Genesis School.
8. Notification means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

### **Section 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record**

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

**Section 3.2** The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by the charter school's office via certified mail at the following address Genesis School, 4300 East 44<sup>th</sup> Street, Kansas City Mo. 64130.

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

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

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

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

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

**Section 4.7.** Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be sent to the complainant by certified mail or hand delivered by a person designated by the Executive Director within twenty (20) business days of the hearing.

**Section 4.8.** The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the (Executive Director either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

**Section 4.9.** If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Human Resources Director within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Human Resources Director will notify the Executive Director or his/her designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to the Executive Director.

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

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

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

## **Section 5. Prohibited Reprisal Provision**

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

## **Section 6. Collection of Information**

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

## **Telework**

### **I. Purpose**

Approved telework is provided to assure the goals and mission of the School are accomplished in a productive, thoughtful, and economical manner. Teleworking can increase employee productivity when there is a beneficial match between the needs of the School and the employee.

### **II. Definitions**

- a. Approved alternate location is a work location approved by the School that is not the employee's designated office or residence.
- b. An approved telework position is an existing position that has been approved for teleworking by [school administrator]. The duties and responsibilities of eligible positions shall be suitable for telework. Individual telework schedules must fit the needs of the School and employees.
- c. Designated office is the employee's usual and customary School work address.
- d. A home-based office is an area in is an employee's residence used for work during teleworking hours.
- e. Teleworking or telecommuting, is the practice of working from a remote work location such as a home-based office or an approved alternate location.
- f. Teleworking schedule is a flexible deployment of staff to meet the School and employee needs. Telework may occur on either a regular schedule or episodic schedule. Teleworking may be less than full-time, supplemented by working at the designated office.

### **III. Procedures**

- a. Telework Agreement
  - i. Teleworking at the School is a management option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that management uses whenever there is agreement between the employee and the appropriate administrator that telework is most appropriate for the situation and circumstances.

- ii. This is a voluntary program both for the School and the employee, and the arrangement can be terminated by either party.
  - iii. The employee shall complete a Telework Agreement form and return it to their supervisor. Employees shall complete a new Telework Agreement form each year.
  - iv. In the event of a mandatory school shutdown, it is a management option to allow employees to telework. In that circumstance, any employee who teleworks is still subject to this policy.
- b. Employee Duties and Responsibilities
  - i. All applicable federal, state, and local laws, and Genesis policies apply to teleworkers.
- c. Training
  - i. Teleworkers will participate in specialized telework training, including strategies, expectations, commitment, and logistics.
  - ii. In the event of an emergency school shutdown, [school administrator] may waive any and all training requirements.
- d. Authorized Expenses
  - i. Directors may authorize expenditures using established procedures and based on available funding for office equipment, software, communication devices and office supplies needed by teleworkers at their remote work place.
- e. User Responsibilities for Computer Systems and Network Security
  - i. The School retains ownership of all equipment provided for telework. When the School equipment is used at a remote work location, the employee is financially responsible for that equipment if it is lost, stolen, or damaged because of that employee's negligence, misuse, or abuse. The use of any personal equipment by the employee for purposes of telework is done solely at the employee's risk.
  - ii. Teleworkers must protect information and resources against theft, unauthorized access, tampering, and loss.
  - iii. Teleworkers must comply with any and all school policies relating to computer and network use.

## **Telework Agreement**

## **1. Introduction**

- 1.1.** This Agreement establishes the respective obligations of the parties under the School telework program. The employee has been authorized to telework at a location other than their designated office, such location being described in this Agreement.
- 1.2.** This Agreement is neither an employment contract nor a guarantee of employment. The unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement.
- 1.3.** Both parties will abide by the School policies and any changes thereto.
- 1.4.** Teleworking at the School is a management option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that management uses whenever there is agreement between the employee and the Genesis School that telework is most appropriate for the situation and circumstances. The teleworking arrangement can be terminated by either the employee or their supervisor at any time, using the process outlined in this Agreement. Termination of an employee's participation in the telework program is not by itself grounds for an administrative complaint or subject to appeal.

## **2. Work Location**

- 2.1.** The terms "remote work location" or "remote workplace" shall mean the employee's home-based office or approved alternate location. "Offsite" is a general term to describe any work location other than the designated office, which shall mean the employee's usual and customary School work address.
- 2.2.** The employee agrees that the School may make on-site visits to the remote workplace during the employee's work hours. Any visits shall be made at a mutually-agreeable time for the purpose of picking up or delivering work, equipment, materials, evaluating the telework arrangement, or checking or maintaining the School owned equipment.
- 2.3.** The employee must work at the designated office or other School assigned location when not at the remote workplace.

## **3. Supplies and Equipment**

- 3.1.** All the School policies and procedures relating to supplies and equipment applicable to employees who work at their designated office, apply to employees who telework.

- 3.2.** The costs associated with internet and telephone service will be the sole responsibility of the employee. Further, the employee understands that the School is not responsible for the operation or troubleshooting of remote networking environments.
- 3.3.** Equipment, software, and supplies provided by Genesis for use at the remote workplace shall be limited to use by authorized persons for purposes related to official School business, including professional development training and tasks sponsored by the School.
- 3.4.** Employee agrees that all School-owned data, software, equipment, facilities, and supplies will be properly protected and secured. School-owned data, software, equipment, and supplies shall not be used to create employee-owned software or personal data. School software shall not be duplicated. Products and programs developed while telecommuting for the School shall become the property of the School.
- 3.5.** In the event of School-owned equipment failure or malfunction, the employee shall immediately notify the School so that the equipment may be repaired or replaced, as necessary. In the event of delay in repair or replacement, or any other circumstances under which it would be impossible or impractical for the employee to telework, the employee will be assigned other work and/or assigned to another work location, at the sole discretion of the School.
- 3.6.** Upon separation of employment, the School equipment will be returned to the School IT Department within five (5) business days, or within a timeframe previously arranged and agreed upon by the [school administrator] and the IT Department. In the event that legal action is required to regain possession of property owned by Genesis, the employee shall pay all costs incurred by School, including attorney's fees, should School prevail.

#### **4. Work Hours and Compensation**

- 4.1.** The Human Resources Director shall validate the employee's time and work accomplished at the remote workplace.
- 4.2.** Schedule changes may be made at the supervisor's discretion. In every case, the operational needs of School shall take precedence over telework arrangements.
- 4.3.** Work hours and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. Before overtime is worked, approval must be obtained from the supervisor. The employee's salary, retirement, and benefits remain unchanged.

## **5. Safety and Liability**

- 5.1.** The employee and School liability and obligations shall be governed by all applicable federal, state, and local laws and regulations.
- 5.2.** School does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of School equipment and shall be liable for any damage or loss caused by the employee's intentional wrongful or negligent act. The employee is not required to insure School-owned property; however, any loss of School property that is paid by the employee's homeowner's or renter's insurance policy will be reimbursed to School.
- 5.3.** The employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition—free from hazards and other dangers to the employee and equipment.
- 5.4.** The employee shall maintain the same environment in the remote workspace as they would at the designated office. Employees are subject to the same School policies, regulations, and procedures regardless of work location.
- 5.5.** Furniture, lighting, environmental protection, and household safety equipment incidental to use of School equipment, software, and supplies shall be appropriate for its intended use and shall be used and maintained in a safe condition, free from defects and hazards.
- 5.6.** The employee shall notify the Human Resources Director immediately in case of injury that occurs while conducting School business in the remote work location designated in this document.

## **6. Employee Duties and Obligations**

- 6.1.** The employee shall adhere to the agreed upon alternate work arrangement details specified in the Work Assignment and Conditions Addendum.
- 6.2.** The employee shall be held responsible for official documents and shall be subject to disciplinary action for any loss of these documents that is attributable to the employee's actions or negligence.
- 6.3.** The employee shall be held responsible to ensure all documents, such as requisitions, payroll-related forms, reimbursement requests, etc., are processed in a timely manner and not hindered by the employee's location away from School.
- 6.4.** The employee agrees to come to their designated office for meetings on offsite work days with a minimum of twenty-four (24) hours advance notice by their supervisor.

- 6.5. The employee shall submit a plan to the [school administrator] indicating how daily mail/email will be handled and how other time-sensitive documents will be handled to ensure a timely process. Such plan shall be addressed in the Work Assignment and Conditions Addendum.
- 6.6. The employee agrees to obtain from the designated office all supplies needed for work at the remote workplace. Out-of-pocket expenses for supplies will be reimbursed only upon prior approval by the Business and Finance Director.
- 6.7. The employee shall comply with all applicable laws, policies, regulations, and instructions regarding ethics, conflicts of interest and confidentiality.
- 6.8. The employee shall participate in all required telework surveys, reports, or analysis relating to teleworking for Genesis.
- 6.9. The employee shall comply with all Genesis rules, policies, regulations, procedures, instructions, telework policies, and this Agreement. The employee understands that violation of such may result in cancellation of this Agreement and/or disciplinary action, up to and including termination of employment

## **7. Termination of Agreement**

- 7.1. This agreement shall remain in effect for no more than one year, beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_, unless terminated by either party under the terms set forth in this Agreement. The employee understands that they must re-apply each year for the privilege of teleworking.
- 7.2. Teleworking is a voluntary program. School reserves the right to terminate this Agreement at any time for any individual employee or as a program, and will provide written notice of terminations within ten (10) business days. In cases of termination for cause, this Agreement may be terminated without prior notice, according to Genesis policies. The employee may terminate this Agreement at any time, and will provide written notice of termination within ten (10) business days.
- 7.3. School will not be held responsible for costs, damages, or losses associated with the termination of this Agreement.
- 7.4. Upon termination of this Agreement by either party, the employee shall return to their designated office all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other Genesis documents in the employee's possession or control at the alternate work location within five (5) days of termination.

I affirm by my signature below that I have read this agreement and agree to the terms specified herein and in the Work Assignment and Conditions Addendum.

\_\_\_\_\_  
Employee Printed Name                      Date

\_\_\_\_\_  
Employee Signature                              Date

***I have reviewed and accepted this alternate work arrangement.***

\_\_\_\_\_  
Administrator Printed Name                      Date

\_\_\_\_\_  
Administrator Signature                              Date

**WORK ASSIGNMENT AND CONDITIONS ADDENDUM**

*The following telecommuting assignment and conditions must be completed by the employee and initialed by both the employee and the Human Resources Director*

1. The employee agrees to work via telecommuting at the following location(s):

\_\_\_\_\_Residence / Address:

\_\_\_\_\_Alternate Location / Address:

2. The employee will telecommute \_\_\_\_\_ days per week, or as agreed upon with the Human Resources Director and specified below:

3. The employee’s work hours will be as follows:

**Days/Hours at designated office:**

\_\_\_\_Monday \_\_\_\_Tuesday \_\_\_\_Wednesday \_\_\_\_Thursday \_\_\_\_Friday

Hours per day \_\_\_\_\_ Start time: \_\_\_\_\_ a.m. / p.m. Finish time: \_\_\_\_\_ a.m. / p.m.

**Days/Hours at offsite location:**

\_\_\_\_Monday \_\_\_\_Tuesday \_\_\_\_Wednesday \_\_\_\_Thursday \_\_\_\_Friday

Hours per day \_\_\_\_\_ Start time: \_\_\_\_\_ a.m. / p.m. Finish time: \_\_\_\_\_ a.m. / p.m.

The employee will be accessible during work hours via the following contact information:

\_\_\_\_\_Phone(s):

\_\_\_\_\_Work Email:

\_\_\_\_\_Alternate Email:

4. The employee agrees to come into their designated office for meetings on offsite work days with \_\_\_\_\_ hours advance notice. Genesis will provide a minimum of twenty-four (24) hour notice.)
  
5. The following Genesis-owned\* or employee-owned equipment will be used by the employee at the remote work location(s):

Description	Company/Item#	Serial#	Owned By

*\*The employee is financially liable for loss or damage to VSD-owned equipment if the loss or damage results from the employee's negligence, intentional act, or failure to exercise reasonable care, safeguarding, maintenance, or service of this equipment.*

6. The following arrangement is agreed upon for handling telephone calls made by the employee from the remote work location for Genesis business:

The following plan will ensure timely paperwork processing and flow for mail, reimbursements, requisitions, payroll-related forms, etc. Conditions agreed upon by the employee and the [school administrator] are as follows:

# **SCHOOL OPERATIONS**

## **Religious Expression**

The School is committed to maintaining a learning environment which does not limit or deny participation in constitutionally protected prayer or other protected religious expression. Consistent with the provisions of state and federal law, the School and its employees, who are engaged in official duties, will not sponsor any religious activity or expression. Conversely, the School and its employees, who are engaged in official duties, will not discourage or preclude religious expression that is privately initiated, consistent with this policy and state and federal law.

## **School Year and School Day**

The Board will annually adopt a school calendar that provides for 1,044 hours of pupil attendance. The calendar shall also include thirty-six make-up hours for possible loss of attendance due to inclement weather<sup>1</sup>. Hours, in excess of the state required minimum, may be recommended by the Executive Director and approved by the Board.

The School shall be required to make up the first 36 hours of school lost or canceled due to inclement weather and half the number of hours lost or cancelled in excess of the 36 make-up hours if the make-up of the hours is necessary to ensure the students attend a minimum of 1,044 hours for the school year.

The School is exempt from the requirement to make-up school lost or cancelled due to inclement weather when the school has made up the required thirty-six hours (see above) and half the number of additional lost or cancelled hours (with a cap of forty-eight hours), resulting in no more than sixty total make-up hours.

The School shall be exempt from making up, up to 36 hours of school, lost or cancelled to due to exceptional or emergency circumstances<sup>2</sup> if the School has an alternative methods of instruction plan approved by the department of elementary and secondary education.<sup>3</sup>

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<sup>1</sup> For purposes of this Policy, “inclement weather” means ice, snow, extreme cold, flooding or a tornado

<sup>2</sup> For purposes of this Policy, exceptional or emergency circumstances shall include, but not be limited to, inclement weather, a utility outage, or an outbreak of a contagious disease.

<sup>3</sup> § 171.033, RSMo.

## **School Calendar**

### **Section 1. Approval of Annual Calendar**

Section 1.1. The Executive Director or his/her designee shall submit for approval by the Governing Board a calendar for the upcoming school year no later than [month] of each preceding year. The calendar shall specify the dates of the school year for students, the work year for staff, holidays and breaks, and other critical activities and events. The annual calendar shall comply with the School's policies and applicable laws and regulations.

Section 1.2. No later than the last regularly scheduled board meeting in May, the Governing Board shall officially adopt the upcoming school year calendar.

Section 1.3. Information pertaining to dissemination and publishing of the adopted calendar shall be published on the School's website and via other communication channels no later than June 30<sup>th</sup>.

### **Section 2. Authorization to Revise the Annual Calendar**

Section 2.1. The Governing Board, upon recommendation by the Executive Director or his/her designee has the authority to make changes to the official school calendar through a duly adopted board resolution.

## **Equal Educational Opportunity**

The School shall provide a free and appropriate education for students with disabilities. Students with disabilities are those who, because of certain atypical characteristics, have been identified by professionally qualified personnel as requiring special educational planning and services. Students with disabilities will be identified on the basis of physical, health, sensory, and/or emotional handicaps, behavioral problems or observable exceptionalities in mental ability. A student may have more than one type of disability.

The School's programs and services available to meet the needs of these students shall meet the requirements of: The Individuals with Disabilities Education Act, The Education for All Handicapped Students Act of 1975, The Rehabilitation Act of 1973, Section 504, and Missouri Special Education Services requirements found in sections 162.670 - .995, RSMo.

The identification of students with disabilities and the services provided by the LEA shall be in accordance with the regulations and guidelines of the department of elementary and secondary education's Current Plan for Part B of The Education of the Handicapped Act, as amended.

## **Civil Rights, Title IX, Section 504**

The School will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance.
3. Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs and activities receiving Federal financial assistance. The provisions of Title IX apply to students with regard to educational opportunities and freedom from harassment, employees with regard to employment opportunities and freedom from harassment, and to individuals with whom the Board does business.
4. The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

The School shall appoint an administrator(s) to assure compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

The School may designate only one employee to serve as both the Title IX and Section 504 Coordinator. In that case, the individual must assume the responsibilities of both coordinators.

It is the policy of the School to process all grievances in a fair and expeditious manner, with the intent of resolving them in a mutually agreeable manner.

## **Parent/Family Involvement in Education**

The Board recognizes the positive effects of parent/family involvement in the education of their children. The Board is committed to strong parent/family involvement in working collaboratively with Genesis's staff as knowledgeable partners.

In order to implement the Board's commitment to parent/family involvement in education, the Executive Director will appoint the Director of Parent Involvement/Community Outreach to oversee a committee of parents, staff, and community representatives to serve as the School's Parent Involvement Committee. The Committee's responsibilities will include recommendations for parent's program development, parent/staff training and program evaluation. Program evaluation reports will be prepared and submitted to the Executive Director annually by June 30.

## **Local Educational Agency Title I.A Parental Involvement**

*In support of strengthening student academic achievement, each school that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parental and family engagement policy as required by the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (parental involvement policy).*

### **I. LOCAL EDUCATIONAL AGENCY POLICY.**

1. In General: A local educational agency may receive Title I, Part A funds only if such agency Conducts outreach to all parents and family members and implements programs, activities, and procedures for the involvement of parents and family members consistent with the provisions below. Such programs, activities, and procedures shall be planned and implemented with meaningful consultations with parents of participating children.
2. Written Policy: Each local educational agency that receives funds under Title I, Part A shall develop jointly with, agree upon with, and distribute to, parents and family members of participating children a written parent and family engagement policy that is incorporated into the local educational agency's plan developed under section 1112, establishes the expectations and objectives for meaningful parent and family involvement, and describes how the local educational agency will:
  - involve parents and family members in the joint development of the plan under section 1112, and the support and improvement plans under section 1111.
  - provide the coordination, technical assistance, and other support necessary to assist and build the capacity participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance,; which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education
  - coordinate and integrate parent and family involvement strategies under this part with parent and family engagement strategies under relevant federal, state, and local programs, such as the Head Start program, Reading First program, Early Reading First program, Even Start program, Parents as Teachers program, and Home Instruction Program for Preschool Youngsters, and State-run preschool programs;
  - conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family

- engagement policy in improving the quality of the schools served under this part, including identifying barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions. The LEA should use the findings of such evaluation to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parental and family engagement policies described in this section; and
- involve parents in the activities of the schools served under Title I, Part A, which may include establishing a parental advisory board comprised of a sufficient number and representative group of parents or family members served by the local educational agency to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy.
3. Reservation of Funds: Each local educational agency shall reserve at least 1 percent of such agency's allocation under Title I, Part A, subpart 2 to carry out parental and family involvement, including family literacy and parenting skills, (unless 1 percent of such agency's allocation under Title I, Part A, subpart 2 for the fiscal year for which the determination is made is \$5,000 or less.) Parents of children receiving services under Title I, Part A shall be involved in the decisions regarding how funds reserved as set forth above are allotted for parental involvement activities.

## **II. SCHOOL PARENTAL INVOLVEMENT POLICY.**

Each school served under Title I, Part A shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, that shall describe the means for carrying out the requirements of Policy Involvement, Shared Responsibilities for High Student Academic Achievement, and Building Capacity for Involvement and Accessibility.

Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

1. Parental comments. If the plan under section 1112 is not satisfactory to the parents of participating children, the local educational agency shall submit any parent comments with such plan when such local educational agency submits the plan to the State.

2. Policy Involvement. Each school served under Title I, Part A shall:

- convene an annual meeting, at a convenient time, at the beginning of the school year, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A and to explain Title I, Part A, its requirements, and their right to be involved. The school shall have sign-in sheets for this meeting and retain such sign-in sheets, the agenda for the meeting and minutes of the meeting for audit purposes by DESE;
- offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement;
- involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of its programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
- provide parents of participating children—
  - timely information about programs under this part;
  - a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and
  - if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and
- if the schoolwide program plan under section 1114(b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency.

3. Shared Responsibilities for High Student Academic Achievement. As a component of the school-level parent and family engagement policy, each school shall served under this part shall jointly develop with parents for all children

served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall:

- describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the challenging State academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their children's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and
  - address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
    - parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
    - frequent reports to parents on their children's progress; and
    - reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and
    - ensuring regular two-way meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.
4. Building Capacity for Involvement. To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A:
- shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children;
  - shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement;

- shall educate teachers, specialized instructional support personnel, Principals, and other Executive Directors, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
- shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children;
- shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
- may involve parents in the development of training for teachers, Principals, and other educators to improve the effectiveness of such training;
- may provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
- may pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
- may train parents to enhance the involvement of other parents;
- may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
- may adopt and implement model approaches to improving parental involvement;

- may establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;
- may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and
- shall provide such other reasonable support for parental involvement activities under this section as parents may request.

### **III. ACCESSIBILITY.**

In carrying out the parent and family engagement requirements, local educational agencies and schools, to the extent practicable, shall provide full opportunities for the informed participation of parents and family members including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children, including providing information and school reports required under section 1111 in a format and, to the extent practicable, in a language such parents understand.

## **Relations with Law Enforcement Authorities**

It is the School policy to cooperate fully with law enforcement agencies in promoting the welfare of the School's students, staff and the community.

## **Community Use of School Facilities**

School's facilities are available for community use when facilities are not required for instructional or administration purposes. Use of School's facilities is subject to approval of the community group's written request and is subject to conditions established by the Board as set forth in administrative regulations.

To the extent that school facilities are available for community use, such facilities will be open, under the same terms and conditions, to youth groups including but not limited to Boy Scouts, Girl Scouts, Big Brothers-Big Sisters of America, Boys and Girls Clubs of America, Little League Baseball and similar groups. When outside groups are permitted to use school facilities under this policy, the School will not unlawfully discriminate against groups based upon a group's religious, political or philosophical content of the speech at such meetings.

## **School Volunteers**

The School encourages parents and members of the community to volunteer in the School in order to serve as additional resources to the teachers and students. Prior to serving as a volunteer, each individual who may have unsupervised contact with a child must complete an application for the position, have a satisfactory criminal records check, and have a satisfactory check of the child abuse/neglect records maintained by the Missouri Department of Social Services.

## **School Visitors**

### **Section 1. Visits to the School**

Principals and teachers shall welcome and encourage visits by parents/guardians, Board members, volunteers and patrons of the School. All visitors shall report to the Front office upon entering the building so that the Executive Director/Principal/Designated Director will be aware of their presence. When a patron of the School has a need for a conference with a teacher or counselor, an appointment should be made so the staff member may precede with his/her assigned duties without undue interruption.

Groups of visitors wishing to visit the School or facilities shall notify the Executive Director as far in advance as possible.

All persons who do not obtain permission from administration to visit the School, or visitors who create serious distractions to the learning environment in the building or on the premises, shall be considered trespassers and subject to arrest and prosecution.

In order to minimize the potential harm to staff and students, persons listed on the sex offenders list may not be present in any school building, or other school property, in any school vehicle utilized to transport students, or be present at school activities.

## **Code of Conduct - Adults**

The Board believes in and fosters a safe and orderly environment for all students, staff, and visitors.

Therefore, the Board has established a code of conduct for all parents, guardians, and other visitors on school premises and at school activities. All individuals on school premises are expected to conduct themselves in a manner reflective of a positive role model for children. Public displays contrary to this expectation will result in sanctions which will limit a person's access to school activities and school premises.

## **Prohibition Against Firearms and Weapons**

The presence of firearms and weapons poses a substantial risk of serious harm to the School's students, staff and community members. Therefore, possession of firearms and weapons is prohibited on school premises at all times except for law enforcement officials. As used in this policy, the phrase *school premises* includes all school buildings, grounds, vehicles, and parking areas. This prohibition also extends to the sites of school activities, whether or not those school activities are conducted on school property.

Any student found with a firearm or other weapon will be disciplined up to and including expulsion. Law enforcement officials will be notified and the individual violating this policy will be directed to leave school premises. Non-students violating this policy will be barred from all school premises and school activities for a period of one (1) year. Subsequent violations by the same individual will result in a permanent bar from school premises and school activities.

Student participation in school sanctioned gun safety courses, student military or ROTC courses, or other school sponsored firearm related events is not a violation of this policy, provided the student does not carry a firearm or other weapon into any school, school bus, or onto the premises of any other activity sponsored or sanctioned by school officials. In addition, persons passing through school property for purposes of dropping off or picking up a student do not violate this policy if they possess a lawful permitted weapon in their vehicle during this time.

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## **Research Requests**

Requests for research studies involving students and/or staff of the School must be submitted to the Executive Director or the Executive Director's designee for approval. Any research utilizing human subjects must be approved by the sponsoring university. Written permission from parents of the students to be involved must also be obtained as well as approval by the Executive Director.

The School will provide its Sponsor with the necessary information and data to conduct research and make decisions to support and improve charter schools. Student privacy will be respected in all such matters.

## **Public Complaints**

Although no member of the community shall be denied the right to petition the Board for redress of a grievance, the complaints will be referred through the proper administrative channels for solution before investigation or action by the Board. Exceptions are complaints that concern Board actions or Board operations only.

The Board advises the public that the proper individuals to makes complaints involving instruction, discipline, or learning materials are as follows:

1. Teacher
2. Principal
3. Executive Director
4. Board

Any complaint about school personnel will be investigated by the Administration before consideration and action by the Board.

## **School Accountability Report Card**

School officials will submit to the department of elementary and secondary education a completed school accountability report card in accordance with Section 160.522, RSMo.

The School shall provide information included in the report card to parents, community members, the print and broadcast news media, and legislators by December first annually or as soon thereafter as the information is available to the district,

## **Programs Administration**

Where appropriate the School will seek to participate in private, state and federal grant programs as recommended by the Administration and approved by the Board.

Grants from outside agencies are to be related to the needs and priorities of the School. Outside funds are to be regarded as supplemental in nature, intended to enhance or augment the usual efforts toward desired goals, quality of learning, in-service education, or capital improvement. Grants may lead to research and development that will be of value to the School. All such funds will be deposited, accounted, and reported through the School's accounting office. The Board directs that the Administration keep financial and program records to document the compliance with all state and federal requirements and to corroborate program success.

All employees of the School who plan to apply to an outside agency (private, corporate, or governmental) for grants or other types of funds for School use must clear the request with the Executive Director or designee before preparing an application.

Grants cannot be requested that would require School expenditures not budgeted in the current fiscal year. School funds may not be obligated in advance for future years by the terms of a grant without prior Board approval.

If a grant requires participation by children in experimental types of instruction, written permission of parents must be secured.

## **Protection of Student Rights**

All instructional materials, including teachers' manuals, films, tapes or other supplementary material which will be used in connection with any student survey, analysis or evaluation shall be available for inspection by parents/guardians of the students. This requirement also applies to the collection, disclosure or use of student information for marketing surveys.

No student shall be required to submit to a survey, analysis, or evaluation as part of a school program or marketing survey that requires students to reveal personal information concerning:

1. Political affiliations of the student or student's family;
2. Mental and psychological problems of the student or his/her family;
3. Sexual behavior and attitudes;
4. Illegal, antisocial or self-incriminating behavior;
5. Critical appraisals of other individuals with whom respondents have close family relationships;
6. Religious practices and affiliations;
7. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; or
8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance.

The School will give parents notice of their right to inspect surveys and instructional materials used in educating their children, and of the right to opt their child out of participating in activities that concern any of the above eight areas.

## **Title I**

Pursuant to the provisions of the Every Student Succeeds Act of 2015, the School will submit its Federal Title I LEA Plan, describing the School's Title I services.

## **Administrative Reports**

The Board may require reports from the Executive Director and other administrative officials concerning the status of School programs, educational needs and long-term School planning. The Board will take steps to monitor the success of the Schools in achieving their educational objectives.

The School will provide its Sponsor with all information necessary to confirm compliance with all provisions of the School's Charter and relevant state statutes in a timely manner.

## **Student Early Dismissal Procedures**

Students are to be released from school during school hours only with permission of the Principal/designee and/or parent.

Early dismissal of a student may be approved only by the Principal/designee and/or parent. Normally requests for early dismissal must be in writing, signed and dated by a parent/guardian.

## **Truancy and Educational Neglect**

The Board believes regular attendance is important to academic success. Therefore, the Board directs that problems with attendance on the part of any student be investigated and acted upon promptly.

Truancy is defined as deliberate absence from school on the part of the pupil with or without the knowledge of the parent/guardian and for which no justifiable excuse is given. When a pattern of truancy becomes evident, the Principal will investigate and take such action as circumstances dictate.

State law mandates reporting to the Division of Family Services when there is reasonable cause to suspect that a student's nonattendance is due to the educational neglect of the parents/guardians.

Any school official or employee who knows or has reasonable cause to suspect that a student is being subjected to home conditions or circumstances which would reasonably result in truancy will immediately report or cause a report to be made to the Principal, or his/her designee, who will then become responsible for making a report via the Student Abuse Hotline to the Missouri Division of Family Services (DFS). The Principal shall inform the Executive Director that a report has been made, and keep the Executive Director apprised of the status of the case.

## **Student Educational Records**

A cumulative educational record shall be maintained for each student from his/her entrance into school through the last date of attendance or through graduation, whichever occurs first.

Each student's educational record will include information required by state and federal statutes, regulations or agencies and shall include other information considered necessary by school officials.

Genesis will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

The parents/guardians of students who are attending or have attended Genesis have the right to inspect and review the educational records of their students and to request amendment of their students' educational records. Genesis has adopted procedures for the granting of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

All information contained in a student's educational record, except information designated as directory information by Genesis, shall be confidential and shall be directly accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students (only with parental/guardian consent).

## **Health Information Records**

Except as otherwise required to comply with the Individuals with Disabilities Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504), records containing student health information will be stored separately from other student records in a locked file cabinet or in a secure computer file.

## **Promotion and Retention**

The purpose of promotions and retentions is to provide maximum consideration for the long-range welfare of the student and to provide an opportunity for each student to progress through school according to his/her own needs and abilities.

It is expected that most students in Genesis will be promoted annually from one grade level to another upon completion of satisfactory work, however, a student may be retained when his/her standards of achievement or social, emotional, mental, or physical development would not allow satisfactory progress in the next higher grade. Retention normally occurs before the student leaves the primary grades.

## **Discipline Policy**

### **Section 1. Purpose**

**Section 1.1.** The School's discipline policy sets out the rules of student behavior applicable to all students and the procedures for imposing discipline on students who violate these rules. In general, discipline is designed to correct a student's misconduct and to encourage the student to be a responsible citizen of the School community. Disciplinary actions will be in proportion to the severity of the unacceptable behavior, its impact on the school environment, the student's age and grade level, the student's previous discipline history, and other relevant factors.

The disciplinary process may include due consideration of student support services that may be available through the School, the school system, other public entities, or community organizations. Where feasible, the School prefers to reassign disruptive students to alternative educational settings rather than to suspend or expel such students from school.

Parental notification and parental involvement are essential to any effort to modify a student's inappropriate behavior. The intent of this policy will only be effective if parents and guardians, teachers, and school administrators work together to improve student behavior and enhance academic performance.

The Board authorizes the immediate removal of a student upon a finding by a Executive Director that the student poses a threat of harm to self or others, as evidenced by the prior conduct of such student. Any such removal will be subject to the appropriate due process procedures and in accordance with law.

No student may be confined in an unattended locked space except in an emergency situation while awaiting the arrival of law enforcement personnel. For the purpose of this policy, a student is unattended if no person has visual contact with the student, and a locked space is a space that the student cannot reasonably exit without assistance.

### **Section 2. Enforcement**

The Executive Director is responsible for the development of additional regulations and procedures regarding student conduct needed to maintain proper behavior in schools under their supervision. All such regulations and procedures shall be consistent with Board-adopted discipline policies.

Teachers have the authority and responsibility to make and enforce necessary rules for internal governance in the classroom, subject to review by the Executive Director. The Board expects each teacher to maintain a satisfactory standard of conduct in the classroom. All LEA staff is required to enforce LEA policies, regulations and procedures in a manner that is fair and developmentally appropriate and that considers the student and the individual circumstances involved.

All employees of the Genesis School shall annually receive instruction related to the specific contents of the discipline policy and any interpretations necessary to implement the provisions of the policy in the course of their duties including, but not limited to, approved methods of dealing with acts of school violence, disciplining students with disabilities and instruction in the necessity and requirements for confidentiality.

### **Section 3. Investigation Process**

When a violation of school rules is reported or suspected, the Executive Director or designee will determine whether an investigation is warranted and, if so, will instruct appropriate personnel to conduct an investigation. The investigation should include interviews with the alleged perpetrator(s), victim(s), identified witnesses, teacher(s), staff members, and others who might have relevant information. Written statements should be obtained from all individuals who are interviewed. Video surveillance, if available, should be reviewed and secured. Any other physical and documentary evidence should be collected and preserved. School counselors, school social workers, school police, and other support staff should be utilized for their expertise as determined by the circumstances of the matter. At an appropriate time during or after the investigation, the parent or guardian will be notified. However, if the incident involves an injury or similar situation, appropriate medical attention should be provided, and the parent or guardian should be notified immediately.

### **Section 4. Definitions of Disciplinary Methods**

**Section 4.1. In-School Suspension.** Defined as the removal of a student from regular classes and assignment to an in-school suspension setting in the School. The student's teachers send class assignments to in-school suspension. The student may not attend or participate in extracurricular activities while assigned to in-school suspension.

A teacher may request that a student who has been assigned to in-school suspension be allowed to attend his/her class (such as lab classes). The granting of this request is limited to cases where it is extremely important that a class not be missed or where a class cannot be made up at a later date. The Executive Director has the final decision.

For minor offenses, in lieu of in-school suspension, and upon student or parent request, students may be given the option of school service (i.e., picking up trash on the School grounds, cleaning lunchroom tables, etc.), provided the School service is age-appropriate, supervised, and does not include restroom duties.

**Section 4.2. Out-of-School Suspension.** Defined as the removal of a student from School (or school bus) for one to ten school days. The Executive Director may impose an out-of-school suspension of up to ten school days. Schoolwork missed during 1-3 day suspensions may be made up when the student returns to school. For suspensions of 4-10 school days, parents/guardians may request schoolwork and pick up the schoolwork during school hours.

Long-term suspension is defined as the removal of a student from School (or school bus) for more than ten school days but not beyond the current school semester. Only the Student Evidentiary Hearing Committee (defined below) or the School's Governing Board may impose long-term suspension.

A student on long-term suspension who has not been referred to an alternative school may not receive homework, make up work, or take semester exams unless allowed to do so by the Student Evidentiary Hearing Committee or the School's Governing Board. A student on long-term suspension is not allowed on school property and may not participate in any school activities or school functions.

In some cases (limited to one per student per academic year), the Executive Director may temporarily postpone a student's suspension if the offense was committed at a critical time in the academic calendar (i.e., immediately before final exams). This does not apply to offenses that are violations of state or federal law or that involve weapons, violence, or drugs.

**Section 4.3. Expulsion.** Defined as the removal of a student from School (or school bus) for a specified period of time beyond the current semester. Only the Student Evidentiary Hearing Committee or the School's Governing Board may impose expulsion.

A student who has been expelled may not attend any school within the LEA but may apply for readmission after six months.

**Section 4.4. Alternative School.** A student who is removed from his/her local school for more than 10 school days may be allowed to attend an alternative school for instruction, academic support, and counseling. Alternative school enables a student to take academic classes that allow the student to keep up with the course credit requirements toward graduation. The student may not return to his/her school or any other school or attend any extracurricular activities while attending an alternative school pursuant to a long-term suspension or expulsion.

**Section 4.5. Probation.** "Probation" means that a student is placed on a trial period during which the student is expected to maintain good behavior. A student found guilty of certain offenses may be placed on probation by the Executive Director, a local formal hearing officer, the Student Evidentiary Hearing Committee, the Disciplinary Action Review Committee, or the School's Governing Board. Violation of a local school or school system rule while on probation may result in further disciplinary action, including a possible referral to the Student Evidentiary Hearing Committee.

**Section 4.6. Restrictions on School Activities.** Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, [including the prom or graduation exercises] if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the Executive Director for permission for the student to participate in school-sponsored activities. If denied

permission by the Executive Director, the parent or guardian may appeal to the School's Governing Board. The Board's decision shall be final.

## **Section 5. Offenses and Consequences**

**Section 5.1. Reporting to Law Enforcement.** It is the policy of the School to report all crimes occurring on school grounds to law enforcement, including, but not limited to, the crimes the LEA is required to report in accordance with law.

The following acts, regardless of whether they are committed by juveniles, are subject to this reporting requirement:

1. First or second degree murder under §§ 565.020, .021, RSMo.
2. Voluntary or involuntary manslaughter under § 565.023, .024, RSMo.
3. Kidnapping under § 565.110, RSMo.
4. First, second or third degree assault under §§ 565.050, .060, .070, RSMo.
5. Sexual assault or deviate sexual assault under §§ 566.040, .070, RSMo.
6. Forcible rape or sodomy under §§ 566.030, .060, RSMo.
7. Burglary in the first or second degree under §§ 569.160, .170, RSMo.
8. Robbery in the first degree under § 569.020, RSMo.
9. Possession of a weapon under chapter 571, RSMo.
10. Distribution of drugs under §§ 195.211, .212, RSMo.
11. Arson in the first degree under § 569.040, RSMo.
12. Felonious restraint under § 565.120, RSMo.
13. Property damage in the first degree under § 569.100, RSMo.
14. Child molestation in the first degree pursuant to § 566.067, RSMo.
15. Sexual misconduct involving a child pursuant to § 566.083, RSMo.
16. Sexual abuse pursuant to § 566.100, RSMo.
17. Harassment under § 565.090, RSMo.
18. Stalking under § 565.225, RSMo.

The Executive Director shall also notify the appropriate law enforcement agency if a student is discovered to possess a controlled substance or weapon in violation of the LEA's policy.

In addition, the Executive Director shall notify the appropriate division of the juvenile or family court upon suspension for more than ten days or expulsion of any student who the School is aware is under the jurisdiction of the court.

**Section 5.2. Documentation in Student's Discipline Record.** The Executive Director, his/her designee or other administrators or school staff will maintain all discipline records as deemed necessary for the orderly operation of the Schools. In addition, any of the following offenses constitute a serious violation of the School's policy and must be documented in the student's discipline record in accordance with law:

1. Any act of school violence or violent behavior.
2. Any offense that occurs on school property, on school transportation or at any school activity and that is required by law to be reported to law enforcement officials.
3. Any offense that results in an out-of-school suspension for more than ten school days.

**Section 5.3. Prohibition Against Being On or Near School Property During Suspension.** All students who are suspended or expelled are prohibited from being on school property for any reason unless permission is granted by the Executive Director or his/her designee. Any student who is suspended for any offenses listed in section 160.261, RSMo., or any act of violence or drug-related activity shall not be allowed to be within 1,000 feet of any public school in the LEA unless one of the following conditions exist:

1. The student under the direct supervision of the student's parent, legal guardian, or custodian.
2. The student is under the direct supervision of another adult designated by the student's parent, legal guardian, or custodian, in advance, in writing, to the Executive Director of the School that suspended the student.
3. The student is in an alternative school that is located within 1,000 feet of a public school in the LEA.
4. The student resides within 1,000 feet of a public school in the LEA and is on the property of his or her residence.

If a student violates this prohibition he or she may be subject to additional discipline, including suspension or expulsion, in accordance with the offense, "Failure to Meet Conditions of Suspension," listed below.

**Section 5.4. Prohibited Conduct.** The following are descriptions of prohibited conduct as well as potential consequences for violation. In addition to the consequences specified here, school officials will notify law enforcement and document violations in the student's discipline file pursuant to law and Board policy.

Arson – Starting or attempting to start a fire or causing or attempting to cause an explosion.

First Offense:	Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion. Restitution if appropriate.
Subsequent Offense:	Above consequences and 1-180 days out-of-school suspension or expulsion. Restitution if appropriate.

## Assault

1. Hitting, striking and/or attempting to cause injury to another person; placing a person in reasonable apprehension of imminent physical injury; physically injuring another person.

First Offense: Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Subsequent Offense: Above consequences and in-school suspension, 1-180 days out-of-school suspension, or expulsion.

2. Attempting to kill or cause serious physical injury to another; killing or causing serious physical injury to another.

First Offense: Expulsion.

Automobile/Vehicle Misuse – Discourteous or unsafe driving on or around school property, unregistered parking, failure to move vehicle at the request of school officials, failure to follow directions given by school officials or failure to follow established rules for parking or driving on school property.

First Offense: Student conference, suspension or revocation of parking privileges, detention, in-school suspension, or 1-10 days out-of-school suspension.

Subsequent Offense: Revocation of parking privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.

Bullying – Intimidation, harassment and attacks on a student or multiple students, perpetuated by individuals or groups. Bullying includes, but is not limited to: physical violence, verbal taunts, name-calling and put-downs, threats, extortion or theft, damaging property, cyber-bullying, and exclusion from a peer group.

First Offense: Student conference, detention, in-school suspension, or or 1-10 days out-of-school suspension..

Subsequent Offense: Above consequences and 1-180 days out-of-school suspension or expulsion.

Bus or Transportation Misconduct– Any offense committed by a student on, while waiting for, or entering transportation provided by or through the School shall be punished in the same manner as if the offense had been committed at the student's assigned school. In addition, transportation privileges may be suspended or revoked.

Dishonesty – Any act of lying, whether verbal or written, including forgery.

First Offense:	Nullification of forged document. Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.
Subsequent Offense:	Above consequences and, 1-180 days out-of-school suspension, or expulsion.

Disrespect to Staff– Willful or continued willful disobedience of a directive or request by a LEA staff member or disrespectful verbal, written, pictorial, or symbolic language or gesture that is directed at a LEA staff member and that is rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings.

First Offense:	Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.
Subsequent Offense:	Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Disruptive Conduct or Speech – Verbal, written, pictorial or symbolic language or gesture that is directed at any person and that is disrespectful, rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings or that materially and substantially disrupts classroom work, school activities or school functions. Students will not be disciplined for speech in situations where it is protected by law.

First Offense:	Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.
Subsequent Offense:	Above consequences and 1-180 days out-of-school suspension, or expulsion.

#### Drugs/Alcohol

1. Possession, sale, purchase or distribution of any over-the-counter drug, herbal preparation or imitation drug or herbal preparation.

First Offense:	Student conference, in-school suspension or 1-180 days out-of-school suspension.
Subsequent Offense:	1-180 days out-of-school suspension or expulsion.

2. Possession, use of, or attendance while under the influence of or soon after consuming any unauthorized prescription drug, alcohol, narcotic substance,

unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

First Offense: Student conference, in-school suspension, 1-180 days out-of-school suspension.

Subsequent Offense: 1-180 days out-of-school suspension or expulsion.

3. Sale, purchase, transfer or distribution of any prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

First Offense: Expulsion.

Extortion – Threatening or intimidating any person for the purpose of obtaining money or anything of value.

First Offense: Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.

Subsequent Offense: In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Failure to Meet Conditions of Suspension – Coming within 1,000 feet of any public school in the LEA while on suspension for an offense that requires reporting to law enforcement or for an act of school violence or drug-related activity. See section of this regulation entitled, "Prohibition Against Being On or Near School Property During Suspension."

In determining whether to suspend or expel a student, consideration shall be given to whether the student poses a threat to the safety of any child or school employee and whether the student's presence within 1,000 feet of the School is disruptive to the educational process or undermines the effectiveness of the School's disciplinary policy.

First Offense: Verbal warning, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Subsequent Offense: Verbal warning, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

False Alarms (see also "Threats or Verbal Assaults") – Tampering with emergency equipment, setting off false alarms, making false reports; communicating a threat or false report for the purpose of frightening, disturbing, disrupting or causing the evacuation or closure of school property.

First Offense:	Restitution. Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	Restitution. In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Fighting (see also, "Assault") – Mutual combat in which both parties have contributed to the conflict either verbally or by physical action.

First Offense:	Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Harassment/Discrimination– Use of verbal, written or symbolic language based on race, color, religion, sex, national origin, ancestry, disability, age or any other characteristic that has the purpose or effect of unreasonably interfering with a student’s educational environment or creates an intimidating, hostile or offensive educational environment. Examples of illegal harassment include, but are not limited to, graffiti, display of written material or pictures, name calling, slurs, jokes, gestures, threatening, intimidating or hostile acts, theft or damage to property.

First Offense:	Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	In-school suspension, 1-180 days out-of-school suspension, or expulsion.

Hazing – Any activity that a reasonable person believes would negatively impact the mental or physical health or safety of a student or put the student in a ridiculous, humiliating, stressful or disconcerting position for the purposes of initiation, affiliation, admission, membership or maintenance of membership in any group, class, organization, club or athletic team including, but not limited to, a grade level, student organization or school-sponsored activity. Hazing may occur even when all students involved are willing participants.

First Offense:	Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	1-180 days out-of-school suspension or expulsion.

Public Display of Affection – Physical contact that is inappropriate for the school setting including, but not limited to, kissing and groping.

First Offense:	Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

### Sexual Harassment/Discrimination

1. Use of unwelcome verbal, written or symbolic language based on gender or of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational environment or creates an intimidating, hostile or offensive educational environment. Examples of sexual harassment include, but are not limited to, sexual jokes or comments, requests for sexual favors and other unwelcome sexual advances.

First Offense:	Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	In-school suspension, 1-180 days out-of-school suspension, or expulsion.

2. Unwelcome physical contact based on gender or of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with a student's educational performance or creates an intimidating, hostile or offensive educational environment. Examples include, but are not limited to, touching or fondling of the genital areas, breasts or undergarments, regardless of whether or not the touching occurred through or under clothing.

First Offense:	Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	1-180 days out-of-school suspension or expulsion.

Sexual Misconduct – Exposing of body parts to another individual including, but not limited to, possession, transfer or exposure of images, electronic or otherwise, of the body parts or sexually explicit images of oneself or others, and/or initiating or participating in an act of a sexual nature.

First Offense:	Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	In-school suspension, 1-180 days out-of-school suspension, or expulsion.

## Technology Misconduct

1. Unauthorized use of cellular telephones, personal computers, or unauthorized use of electronic devices during instructional time.

First Offense: Teacher/Student conference, temporary confiscation of device, and/or detention.

Subsequent Offense: Teacher/Student conference, Executive Director/Student conference, temporary confiscation of device, detention, or 1-180 days out-of-school suspension.

2. Attempting, regardless of success, to gain unauthorized access to technology system or information; to use LEA technology to connect to other systems in evasion of the physical limitations of the remote system; to copy LEA files without authorization; to interfere with the ability of others to utilize LEA technology; to secure a higher level of privilege without authorization; to introduce computer "viruses," "hacking" tools, or other disruptive/destructive programs onto or using LEA technology; or to evade or disable a filtering/blocking device.

First Offense: Restitution. Student conference, loss of user privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.

Subsequent Offense: Restitution. Loss of user privileges, 1-180 days out-of-school suspension, or expulsion.

3. Violation other than those listed in (2) or of the Board Technology Acceptable Use Policy or regulations, administrative procedures or netiquette rules governing student use of LEA technology.

First Offense: Restitution. Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.

Subsequent Offense: Restitution. Loss of user privileges, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

## Theft

Theft, attempted theft or knowing possession of stolen property.

First Offense: Return of or restitution for property. Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.

Subsequent Offense: Return of or restitution for property. 1-180 days out-of-school suspension or expulsion.

### Threats or Verbal Assault

Verbal, written, pictorial or symbolic language and/or gestures creating a reasonable fear of physical injury or causing school property damage. Threats by students, whether made on campus or off school grounds, which constitute a “true threat” against the LEA, its students or employees, will be immediately reported to law enforcement officials and will subject the student to suspension and a possible referral for expulsion. The definition of “true threat” shall be construed in accordance with applicable law and encompasses those statements that a reasonable recipient would view as a serious threat of violence or death.

First Offense:	Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	In-school suspension, 1-180 days out-of-school suspension, or expulsion.

### Tobacco

Defined as possession and/or use of any tobacco products on school grounds, school transportation or at any school-activity.

First Offense:	Confiscation of tobacco product. Student conference, detention, or in-school suspension.
Subsequent Offense:	Confiscation of tobacco product. Detention, in-school suspension, or 1-10 day out-of-school suspension.

### Truancy

Defined as absence from school without the knowledge and consent of parents/guardians and/or the school administration; excessive non-justifiable absences, even with the consent of parents/guardians.

First Offense:	Student conference, detention, or 1-3 days in-school suspension.
Subsequent Offense:	Detention or 3-10 days in-school suspension.

### Unauthorized Entry

Entering or assisting any other person to enter a LEA facility, office, locker, or other area that is locked or not open to the general public; entering or assisting any other person to enter a LEA facility through an unauthorized entrance; assisting unauthorized persons to enter a LEA facility through any entrance.

First Offense:	Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	1-180 days out-of-school suspension or expulsion.

### Vandalism

Defined as the willful damaging or the attempt to cause damage to real or personal property belonging to the School, staff or students.

First Offense:	Restitution. Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	Restitution. In-school suspension, 1-180 days out-of-school suspension, or expulsion.

### Weapons

1. Defined as the possession or use of any instrument or device, other than those defined in 18 U.S.C. § 921, 18 U.S.C. § 930(g)(2) or section 571.010, RSMo, which is customarily used for attack or defense against another person; any instrument or device used to inflict physical injury to another person.

First Offense:	Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
Subsequent Offense:	1-180 days out-of-school suspension or expulsion.

2. Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in section 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)

First Offense:	One calendar year suspension or expulsion, unless modified by the Board upon recommendation by the superintendent.
Subsequent Offense:	Expulsion.

## **Drug-Free School**

Pursuant to requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and the Safe Schools Act, and for the purpose of preventing the use of illicit drugs and alcohol by students, Genesis shall provide age-appropriate, developmentally based drug and alcohol education and prevention programs to all students from kindergarten level through grade twelve (12). Such programs will address the legal, social and health consequences of drug and alcohol use, and provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol.

Genesis shall provide information about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to students. Students may be required to participate in such programs in order to avoid suspension or expulsion if they are found to be in violation of this policy. All parents/guardians and students shall annually be provided with a copy of this policy.

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

## **Student Dress**

The Board expects student dress and grooming to be neat, clean and in keeping with community standards, so that each student may share in promoting a positive, healthy and safe atmosphere within Genesis. This expectation includes the School day and school sponsored extracurricular activities.

Students shall observe modes of dress and standards of personal grooming that are in conformity with the educational environment and necessary to maintain an orderly and safe atmosphere for all students. Apparel is expected to conform to reasonable student standards of modesty, and as such, no excessive or inappropriate areas of skin or undergarments may be exposed. No apparel or grooming which presents a safety concern is permitted. No apparel displaying messages that are gang-related, sexually explicit, vulgar, violent, or advocating illegal activities is permitted. Further, no clothing or personal grooming that disrupts, or can be forecasted to disrupt, the educational environment is permitted.

## **Student Conduct on Buses**

The safety of students during their transportation to and from school is a responsibility which they and their parents/guardians share with the bus drivers and school officials. Therefore, the rules of student conduct shall apply to all students during transportation to and from school.

## **Student Participation in Secret Organizations and Gangs**

The Board prohibits membership in secret fraternities or sororities, or in other clubs or gangs not sponsored by established agencies or organizations recognized by Genesis.

A "gang" as defined in this policy is any group of two or more persons whose purposes include the commission of illegal acts.

No student on or about school property or at any school activity:

1. Shall wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, badge, symbol, sign, or other things which are evidence of membership or affiliation in any gang.
2. Shall commit any act or omission or use any speech either verbal or non-verbal (gestures, handshakes, etc.) showing membership or affiliation in a gang.
3. Shall use any speech or commit any act or omission in furtherance of the interests of any gang or gang activity, including but not limited to:
  - a. Soliciting others for membership in any gangs.
  - b. Requesting any person to pay protection or otherwise intimidating or threatening any person.
  - c. Committing any other illegal act or other violation of Genesis policies.
  - d. Inciting other students to act with physical violence upon any other person.

## **Student Use and Care of School Property**

The Board recognizes that acts of destruction, defacing, trespassing, burglary and theft of Genesis property are contrary to the interests of students, staff and tax payers. Genesis officials will cooperate fully with all law enforcement agencies in the prevention of crimes against Genesis property as well as in the prosecution of persons involved in such conduct.

Genesis will seek restitution from students and other persons who have damaged or destroyed Genesis property. As permitted by law, Genesis will also seek restitution from the parent/guardian of children involved in such misconduct.

## **Bullying**

Genesis is committed to maintaining a learning and working environment free of any form of bullying or intimidation by students toward Genesis personnel or students on school grounds, or school time, at a school sponsored activity or in a school related context. Bullying is the intentional action by an individual or group of individuals to inflict physical, emotional or mental suffering on another individual or group of individuals.

Bullying occurs when a student:

- Communicates with another by any means including telephone, writing, cyberbullying, or via electronic communications, intention to intimidate, or inflict physical, emotional, or mental harm without legitimate purpose, or
- Physically contacts another person with the intent to intimidate or to inflict physical, emotional, or mental harm without legitimate purpose. Physical contact does not require physical touching, although touching may be included.

Students who are found to have violated this policy will be subject to the following consequences depending on factors such as: age of student(s), degree of harm, severity of behavior, number of incidences, etc. Consequences: Loss of privileges, classroom detention, Conference with Teacher, parents contacted, conference with Principal, in-school suspension, out-of-school suspension, expulsion and law enforcement contacted.

School employees are required to report any instance of bullying of which the employee has first-hand knowledge. Moreover, the School will provide training for employees relative to enforcement of this policy.

### **Enrollment or Return Following Suspension and/or Expulsion**

No student shall be readmitted, or permitted to enroll or otherwise attend school (except as may otherwise be required by law), following a suspension or expulsion from this or any other school until Genesis has conducted a conference to review the conduct that resulted in the expulsion or suspension, and any remedial actions needed to prevent any future occurrences of such or related conduct.

## **Seclusion, Restraint and Corporal Punishment**

### **Section 1. General Policy Provisions**

**Section 1.1.** The use of chemical restraint, mechanical restraint, or prone restraint, as defined by state law, is prohibited by the School.

**Section 1.2** The use of seclusion, as defined by state law, is prohibited within the School.

**Section 1.2.1** Seclusion does not include “time-out,” defined as a behavioral intervention in which the student is temporarily removed from the learning activity but in which the student is not confined.

**Section 1.2.2.** Seclusion does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or in a separate unlocked room.

### **Section 2. Physical Restraint**

Physical restraint may be utilized only when the student is an immediate danger to himself or others and the student is not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques.

**Section 2.1.** Physical restraint does not include: providing limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing guidance to a location, or providing comfort.

**Section 2.2.** Physical restraint shall not be used (1) as a form of discipline or punishment (2) when the student cannot be safely restrained; or (3) when the use of the intervention would be contraindicated due to the student’s psychiatric, medical, or physical conditions as described in the student’s educational records.

**Section 2.3** All physical restraint must be immediately terminated when the student is no longer an immediate danger to himself or others or if the student is observed to be in severe distress.

**Section 2.4.** Before any staff member may implement physical restraint, he or she should have completed an approved training program.

**Section 2.4.1** Approved training programs must address a full continuum of positive behavioral intervention strategies as well as prevention and de-escalation techniques and restraint.

**Section 2.4.2** The school shall annually review the policy and procedures regarding the physical restraint of students. Any employee who is authorized to use restraints shall annually complete mandatory training in the restraint techniques the School uses.

**Section 2.4.3** Schools and programs shall maintain written or electronic documentation on training provided and the list of participants in each of the provided trainings. Copies of such documentation will be made available to the Missouri Department of Education or any member of the public upon request.

**Section 2.5.** If a staff member who has not completed an approved training program has to physically restrain a student to prevent injury to a student or others in an emergency situation when staff members trained in physical restraint are not available, he or she should ask other students, if present, to request assistance immediately.

**Section 2.6.** The use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained. A report shall be completed that contains the following information:

1. The date, time of day, location, duration, and description of the incident and interventions;
2. Any event leading to the incident and the reason for using restraint;
3. A description of the methods of restraint used;
4. The nature and extent of an injury to the student;
5. The names, roles, and certifications of each employee involved in the use of restraint
6. The name, role, and signature of the person who prepared the report;
7. The name of any employee whom the parent or guardian can contact regarding the incident and use of restraint;
8. The name of an employee to contact if the parent or guardian wishes to file a complaint; and
9. A statement directing parents and legal guardians to a sociological, emotional, or behavioral support organization and a hotline number to report child abuse and neglect.

A copy of any reported created under this section shall be given to the Department of Elementary and Secondary Education within thirty days of the incident.

**Section 2.7.** Whenever physical restraint is used on a student the School or program where the restraint is administered shall notify the student's parent or legal guardian no later than one hour after the end of the School day in which the use of the restraint occurred. The notification may be oral or electronic and shall include a statement that the report created under Section 2.6 will be provided within five school days. Any report created under Section 2.6 shall be provide to the parent or legal guardian within five school days.

**Section 2.8.** An officer, administrator, or employee of the School is prohibited from retaliating against any person for having reported a violation of this policy; or providing information regarding a violation of this policy.

### **Section 3. Time-Out**

This policy does not prohibit a staff member from utilizing time-out, as defined above, or any other classroom management technique or approach, including a student's removal from the classroom that is not specifically addressed in this rule.

### **Section 4. Student Fights or Altercations**

This policy does not prohibit a staff member from taking appropriate action to diffuse a student fight or altercation.

### **Section 5. Physical Restraints**

The decision whether or not the use of physical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, not ministerial, duties.

### **Section 6. Law Enforcement or Emergency Medical Personnel Assistance**

**Section 6.1.** In some instances, in which a student is an immediate danger to himself or herself or others, the School or program must determine when it becomes necessary to seek assistance from law enforcement and/or emergency medical personnel. Nothing in this policy shall be construed to interfere with the duties of law enforcement or emergency medical personnel.

**Section 6.2.** School officials must notify a student's parent or guardian immediately when emergency medical or law enforcement personnel remove a student from a school or program setting.

### **Section 7. Corporal Punishment**

**Section 7.1.** For the purposes of this policy, corporal punishment is a form of physical punishment administered by an adult to the body of a child for the purpose of discipline or reformation, or to deter attitudes or behaviors deemed unacceptable. No person

employed by or volunteering on behalf of the School shall administer corporal punishment or cause corporal punishment to be administered upon a student attending LEA schools.

**Section 7.2.** A staff member may, however, use reasonable physical force against a student for the protection of the student or other persons or to protect property. Restraint of students in accordance with the School's policy on student seclusion, isolation, and restraint is not a violation of this policy.

## **Student Discipline Hearings**

Parents/guardians of students suspended for ten (10) school days will be notified of a discipline hearing with the date and time.

In conducting a discipline hearing the Committee will carefully consider the information presented by the administration and by the parent/guardian. In making its decision concerning guilt and innocence as well as punishment, the Committee will be mindful of Board discipline policies in place, the effect of its decision upon the individual student, and the safety and welfare of students and staff.

## **Discipline of Students with Disabilities**

The obligation and the responsibility to attend school regularly and to comply with the Genesis discipline policies apply to all students. When appropriate, Genesis may discipline a student with a disability who has not complied with Genesis discipline policies in a manner that is consistent with the policies and applicable law. Special education services will be provided to a disabled student if the student has been removed from school for more than ten (10) school days. If a student with a disability is removed for less than ten (10) cumulative days, educational services will be provided only if such services are provided to students without disabilities who have been similarly removed.

## **Reporting of Violent Behavior**

Genesis requires school administrators to report acts of school violence to all teachers at the attendance area and other school employees who are directly responsible for the student's education or who interact with the student in the performance of the employee's duties, and who have a need to know. School administrators will also disclose to appropriate staff portions of any student's individualized education program that is related to past or potentially future violent behavior. Violent behavior and the phrase acts of school violence are defined as the use of physical force by a student with the intent to do serious physical injury to another person while on school property, including a school bus, or while involved in school activities.

In addition, the Principal/designee will report to law enforcement officials, as soon as is reasonably practicable, the commission of any of the acts or related juvenile offenses, which are committed on school property, including school buses, or while involved in school activities.

## Reporting of Child Abuse and Neglect

### Section 1. Mandatory Reporters

The following individuals are mandatory reporters:

1. Teacher
2. Principal
3. School official
4. Any other person with responsibility for the care of children

### Section 2. Reporting

**Section 2.1.** All mandatory reporters have a duty<sup>4</sup> to report suspected child abuse and neglect, including truancy and educational neglect to the Missouri Department of Social Services, Children's Division. Such report shall be made via the Child Abuse and Neglect Hotline or the Online Mandated Reporting portal.

**Section 2.2.** Mandatory reporters who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person shall also report such belief to their supervisor.

**Section 2.3.** Any other school employee who is not a mandatory reporter shall report any suspect child abuse or neglect to their supervisor. If their supervisor is not a mandatory reporter, the employee shall report the suspected abuse or neglect to both their supervisor and a mandatory reporter.

**Section 2.4.** An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Children's Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.

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<sup>4</sup> § 210.115, RSMo.

## **Student Safety**

The Board places a high priority on the safety of its students and employees. When a student or employee is the victim of a violent criminal offense, severe disciplinary consequences will be imposed. In addition, student victims of a violent criminal offense that was committed on school premises will be offered transfer to another school. To insure awareness of this policy, the parents of student victims will be notified in writing of their right to a school transfer.

For purposes of this policy, a victim is a student who has suffered personal injury or injuries to his or her property as a direct result of a violent criminal offense. This definition does not include bystanders or witnesses to the act unless they suffered personal or property injury as a direct result of a violent criminal offense while on school premises.

Genesis will notify the Department of Elementary and Secondary Education (DESE) of all violent criminal offenses committed on school premises when the victim is a student or employee.

## **Guidance and Counseling Services**

The Board supports a systematic program of guidance and counseling which will be provided to all students from kindergarten through eighth grade. This program will be a total education process with a priority of assisting students in reaching their full potential in their personal and educational development.

The Guidance and Counseling program may include the following areas:

1. Counseling
2. Developmental Guidance
3. Testing
4. Orientation, Registration, and Scheduling
5. Referrals

The counseling staff, in consultation with other staff members, is responsible for the initial assessment of students' academic progress as well as personal/social concerns. Where necessary, Genesis will make available responsive services including individual and small group counseling, crisis counseling, referral to other agencies or professional resources, and vocational and educational placement. Genesis will cooperate and assist other agencies with the diagnosis and treatment of students referred for responsive services. Student information will not be provided to outside agencies until the student's parents/guardians have signed a release of information form. Except as required by law, including but not limited to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, the cost of diagnostic and treatment services provided outside Genesis is the sole responsibility of individual parents/guardians.

## **Health Services**

The Board believes that in order to provide for the safety and well-being of its students, it is necessary to implement and maintain a school-wide student health services program. The health services staff will be report to the Principal and director of counseling.

Genesis will be responsible for providing first aid or emergency treatment for students in cases of sudden illness or injury. Where necessary, and with notice to the parent/guardian, emergency health services will be secured. The parent/guardian is responsible for the cost of their child's medical treatment.

## **Inoculation of Students**

All students attending Genesis schools are required to be in compliance with state programs mandating immunization against specific diseases. Failure to comply with Genesis immunization requirements will result in exclusion from school until proof of compliance is provided. Homeless children will be granted a temporary grace period, as required by law, within which to submit proof of compliance.

The Principal shall institute procedures for the maintenance of health records, which are to show the immunization status of every student enrolled or attending in the Genesis, and for the completion of all necessary reports in accordance with guidelines prepared by the Department of Social Services.

## **Students with Communicable Diseases**

A student shall not attend classes or other school-sponsored activities, if the student (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is liable to transmit the contagious or infectious disease, unless the Board of Education or its designee has determined, based upon medical evidence, that the student:

1. No longer has the disease.
2. Is not in the contagious or infectious stage of an acute disease.
3. Has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

Genesis officials may require any child suspected of having a contagious or infectious disease to be examined by a physician and may exclude the child from school, in accordance with the procedures authorized by this policy, so long as there is a substantial risk of transmission of the disease in the school environment.

A student who has a chronic infectious disease, and who is permitted to attend school, may be required to do so under specified conditions. Failure to adhere to the conditions will result in the student being excluded from school. A student who has a chronic infectious disease and who is not permitted to attend school or participate in school activities will be provided instruction in an alternative educational setting in accordance with Genesis policy.

Students with acute or chronic contagious or infectious diseases and their families have a right to privacy and confidentiality. Only staff members who have a medical reason to know the identity and condition of such students will be informed. Willful or negligent disclosure of confidential information about a student's medical condition by staff members will be cause for disciplinary action.

Genesis will implement reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health publication PACH-16, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the office of the Principal and nurse's office.

## **Student Publications**

The Board encourages student production and distribution of publications which can provide opportunities for practical journalistic experience and for the written expression of differing opinions. The Principal, through appointment of a faculty advisor, shall provide guidance to students in appropriate methods for preparing and producing publications.

The Principal/designee may delay or stop distribution of any materials proposed for printing or that have been printed which may be reasonably forecast to cause substantial and material disruption or obstruction of any lawful mission, process, or function of the School.

## **Interscholastic Activities and Athletics**

Genesis provides opportunities for students to participate in interscholastic activities and athletics. The interscholastic programs should encourage participation by as many students as possible and should be carried on with the best interests of the students as the primary consideration. The programs are expected to be well organized and well conducted and to have a positive influence on the students and the community.

Participation in interscholastic and extracurricular activities is a privilege and not a right. Interscholastic competition may be withheld from any student as a condition of discipline.

Student hazing is inconsistent with the educational goals of the Genesis and poses a significant risk to the physical and mental welfare of District students. Hazing of students, on or off school property, is prohibited and may result in suspension or expulsion from school and from activity/athletic participation.

## **Student Group Use of School Facilities**

Pursuant to the Equal Access Act, Genesis will provide an opportunity for student-initiated noncurricular groups to conduct meetings on school premises, during non-instructional time, and will not discriminate against students on the basis of the religious, political or philosophical content of the speech at such meetings.

An activity is to be considered curricular if the subject matter is or will be taught in a regularly offered class; if the subject matter concerns the body of courses as a whole; if participation in the group is a requirement for a course; or if academic credit is available for participation. Extracurricular activities include activities organized and supervised under the auspices of the School. Extracurricular activities primarily involve students in activities occurring outside academic class time, for which no units of credit are awarded. Any activity which does not meet the definition of a curricular or extracurricular activity will be considered noncurricular.

## **Eye Protection**

Every student, teacher, and visitor is required to wear an industrial quality eye protective device when participating in or observing any of the following:

(1) Vocational, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: Hot molten metals, or other molten materials; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding, or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials;

(2) Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations or other hazards not enumerated.

Eye protective devices designed to provide protection for the hazards involved and to meet standards specified by state law will be provided by the School. These devices may be issued to the students or provided at work stations for individual activities. If the devices are issued to the students, Principals are authorized to charge students for loss, damage or failure to return any device issued.

"Industrial quality eye protective devices" means devices meeting the standards of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z87.1-1968, and subsequent revisions thereof, approved by the American National Standards Institute, Inc.

## **School Bus Safety**

Safe transportation of students shall be the paramount obligation of the transportation staff. All procedures and rules developed by the administration shall be governed by this requirement. State and local laws pertaining to the operation of buses and vehicles used to transport students will be observed by drivers, students and staff.

The Administration will develop regulations for students to be included in Policy and Regulation 2610 - Behavioral Expectations. These rules and regulations will be published annually in student handbooks to be distributed to students and parents/guardians. Students will receive instruction for the safe loading, riding, unloading and emergency evacuation procedures.

School officials will file criminal charges of trespass against any person who unlawfully enters a school bus where entry is not approved by Board policy or where the individual does not have written approval of the Board.

## **Accident Reporting**

In order that proper measures may be taken to avoid recurrence of accidents, written reports will be prepared on all accidents occurring on school premises or at a school-sponsored activity.

## **Weather, Earthquake and Fire Emergencies**

At the direction of Executive Director, the Principal will determine areas in each building which are best suited for the protection of students during civil defense emergencies, including adverse weather conditions. School will not be dismissed in the case of a civil defense alert or tornado warning.

It shall also be the duty of the Executive Director to provide for fire inspections on an announced and unannounced basis in each building. The Executive Director/Principal are responsible for remedying unsafe conditions reported by local fire marshals acting in their official capacities.

The Principal will assume responsibility for preparing a fire drill and emergency exit plan for each building. The plan will permit students to leave the building safely and quickly. Fire drills will be held the first full week of school and quarterly thereafter.

The School may adopt emergency plans for the use of the School's resources during natural disasters or other community emergencies. These resources may include food assistance through the use of federal commodity foods, and the use of school buildings and buses.

## **Emergency School Closings**

The Executive Director may order the delay of opening, early dismissal or the closing of schools due to inclement weather, hazardous road conditions or specific emergency situations which would make the operation of school impractical or hazardous to pupils. Notification of such actions will be given over local radio and television stations. Unless individually approved by the Executive Director, after-school activities will be canceled on the day which school is closed or dismissed early due to weather or other emergency conditions.

Instructional time lost due to weather and other emergency conditions will be made up as required by the State and as approved by the Board.

## **Use of Tobacco Products**

The Board recognizes that the use of tobacco products represents a health and safety hazard. Therefore, the use of tobacco products shall be prohibited in Genesis and Thornberry Center buildings, grounds and vehicles. This policy applies to all employees, students and patrons attending school-sponsored activities and meetings.

## **School Safety**

The Board directs the Executive Director to ensure that the administration and management of all school operations be in compliance with local laws and regulations pertaining to student and staff safety and state and federal laws and standards regarding occupational safety and health. At various times directors will issue specific safety standards and will provide ongoing directives, oral and written, to maximize employee and student safety. Failure to comply with such safety directives will be considered serious misconduct and will result in disciplinary action up to and including dismissal.

## **Purchasing Furniture and Equipment**

The Executive Director/designee shall develop a standardized furniture and equipment list. Furniture or equipment needed in addition to the standardized list requires specific approval of the Executive Director/designee prior to bidding or purchase.

Furniture and equipment shall be purchased in accordance with the policies governing bidding requirements and purchasing procedures of the Board.

The Executive Director may purchase apparatus, equipment and furnishings for the School and operations by entering into lease/purchase agreements with vendors. Any agreement which may result in Genesis' ownership of the leased object must contain a provision which allows the District an option to terminate the agreement on at least an annual basis without penalty. All expenditures related to lease/purchase agreements shall be considered expenditures for capital outlay and shall be paid pursuant to the provisions of applicable state law.

### **Preference for Missouri Products**

Preference will be given for purchasing products mined, produced, or grown within the state and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals when quality and price are approximately the same.

## **Inventory Requirements**

The Board shall require a physical count of all stock supply and equipment items at least once each year. This inventory total shall be recorded on the School's accounts.

This is done to provide:

1. Complete local property information for ready reference.
2. Information for insurance purposes.
3. Audit needs to determine capital worth.
4. Accountability of the physical property of the School.

The Principal is responsible for the inventory. The person responsible for the room and its contents should take the inventory.

"Physical Property" for inventory purposes is defined as that property other than the building and built-in facilities such as bookcases, wall lockers and toilets. "Physical Property" includes such items as desks, chairs, typewriters, computers, audio-visual equipment, shop, home economics and physical education equipment even though attached to the building (i.e., stage curtains, auditorium seating, clocks and public address systems). "Physical Property" meets all the following criteria:

1. Retains its original shape and appearance with use.
2. Is nonexpendable (more feasible to repair than replace).
3. Represents an investment of money which makes it advisable to capitalize the item.
4. Does not lose its identity through incorporation into a different or more complex unit.

"Physical Property" does not include supplies, textbooks, reference books, material, chalk and erasers, picture frames, cutlery, glassware, etc. Supply items which are not included are those which meet one or more of the following conditions:

1. Consumable
2. Loses its original shape or appearance
3. Expendable (more feasible to replace than repair)
4. Inexpensive item with value less than less than \$1.00.

## **Maintenance and Control of Instructional Materials**

Genesis' instructional materials and equipment, including media materials and equipment, will be classified and catalogued. All textbooks purchased by the School are school property and will bear identification of School's ownership. Obsolete materials and worn out equipment will be replaced on a regular basis.

Textbooks will be made available to all students in sufficient quantity and at appropriate levels, enabling teachers to meet both the planned curriculum sequence and the special instructional needs of the students.

Principals are responsible for textbooks assigned to teachers, and for instituting an inventory of all books at the end of the school year. Each teacher shall keep an accurate record of books issued to students. Students will be held responsible for the proper care of all schoolbooks, supplies, apparatus and furniture supplied to them by the Board. Any student who defaces or damages school property shall be required to pay for all damages. Any student who loses school property shall be required to pay for its replacement.

## **Equipment on Loan**

School's equipment is not to be lent to individuals or groups outside the School. Deviation from this policy requires permission from the Executive Director/designee.

## **Food Service Management**

The Executive Director/designee will develop and implement procedures for operating a food services program. In addition, the Executive Director/designee will monitor the quality and efficiency of the School's food service program.

The School's food service program will comply with all state and federal regulations for food quality and financial reimbursement.

The Board may elect to contract with a food service management company to manage the School's food service program.

The duration of contracts with food service management companies will be limited to one (1) year with no more than four (4) annual renewals.

The Health Department of Kansas City, Missouri, inspects the School's food service facilities annually.

## **Free and Reduced-Price Meals**

The School will participate in the national school lunch program. Eligible students will be identified for participation in the free and reduced-price lunch program based upon federal and state guidelines.

Information concerning the eligibility standards will be distributed annually within the School. The identification of student participants in the program will be confidential with such information disclosed to staff members on a strict need-to-know basis.

## **Competitive Food Sales**

In order to comply with requirements of Part 210, National School Lunch Program, and Part 220, School Breakfast Program as amended, respecting the sale of food in competition with meals served under the National School Lunch Program and the School Breakfast Program, the sale of categories of foods of minimal nutritional value during the meal periods in the cafeteria is prohibited. The restricted categories of foods are identified as soda water (carbonated beverages), water ices, chewing gum and certain candies (hard candies, jellies and gums, marshmallow candies, fondants, licorice, spun candies and candy-coated popcorn).

## **Food Safety**

The purpose of the School's food safety program is to ensure the delivery of safe foods to children in the school meals program by controlling hazards that may occur or be introduced into foods anywhere along the flow of food from receiving to service.

Serving safe food is a critical responsibility for school food service and is a key aspect of a healthy school environment. Keeping foods safe is a vital part of healthy eating. When properly implemented, the School's food safety program will help ensure the safety of school meals served to School students.

In order to carry out these goals and comply with federal law, the School's Food Safety Program will include written plans for each school and will be consistent with Hazard Analysis and Critical Control Point (HACCP) principles.

The School's Food Safety Program will focus on three (3) key points.

1. Food preparation areas will be maintained in a clean and sanitary manner. This includes ensuring that workers hands, utensils, and food contact areas are clean and sanitary so as to avoid cross contamination.
2. Temperature controls will be strictly adhered to. Food will be cooked and served at the proper temperature.
3. Standard Operation Procedures should be developed to ensure sanitation; to ensure that food is maintained at the proper temperatures, and to facilitate other safety aspects of the food service program.

## **Student Transportation Services**

The Board, in accordance with state law, shall provide free transportation for eligible students attending the School. The Executive Director/designee shall ensure that the transportation services of the School meet all of the guidelines established by the Missouri Department of Elementary and Secondary Education, i.e., Missouri Pupil Transportation Administrative Handbook, Missouri Minimum Standards for School Buses, Missouri Certified Bus Driver Instructor's Manual, and Missouri School Bus Driver Manual.

All eligible students with disabilities will be provided bus transportation by the School between home and the special education program. Transportation for a student with disabilities will be provided if the Individual Education Plan (IEP) team determines that such transportation is necessary as related service due to the student's disability. Eligibility must be stated in the student's IEP.

Students are expected to comply with behavioral expectations while they are passengers in school's vehicles.

## **Van Inspections**

All school vehicles that are used to transport students will be inspected annually.

Newly purchased, newly leased, newly placed into service, newly contracted vehicles or vehicles replaced under contracted services with a rated capacity to carry more than ten (10) passengers including the driver, and used to transport students, shall meet state and federal specification and safety standards applicable to school buses.

## **Transportation Records and Reports**

The Principal/designee will develop and maintain procedures for monitoring and reporting student transportation infractions.

Records of student ridership will be taken and reported for each route on the second Wednesday of October and February, as per Department of Elementary and Secondary Education (DESE) regulations.

## **Field Trips**

The use of bus transportation services for field trips may be authorized from Board appropriated funds budgeted for field trips if approved by the Executive Director/designee.

Transportation services may be provided for school-related activities provided the sponsoring organization pays the cost. The Executive Director/designee will approve such requests based upon the availability of school van and drivers.

Authorized vehicles other than approved school buses may be used for transportation of students. The number of students transported shall be limited to the number of seat belts available in the authorized vehicle. The Board shall adopt rules for transportation in other than approved school buses and standards for use of authorized common carriers.

## **Use of School Buses**

School buses will be used only for the transportation of students to and from school or for school's educational purposes.

## **Public Inspection**

1. The School shall make available for public inspection, and provide upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the LEA in which the School is located the following information<sup>5</sup>:
  - a. The school's charter;
  - b. The school's most recent annual report card published according to section 160.522, RSMo;
  - c. The results of background checks on the charter school's board members; and
  - d. If operated by a management company, a copy of the written contract between the Governing Board of the School and the educational management organization or the charter management organization for services. The charter school may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo for furnishing copies of documents under this subsection.
  
2. The school website shall contain a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for the current calendar or fiscal year.<sup>6</sup>

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<sup>5</sup> § 160.410, RSMo.

<sup>6</sup> § 160.066, RSMo.

## **Students of Legal Age**

Upon attainment of the age of eighteen (18), students shall be deemed adults for purposes of educational records, placement, and reporting.

## **School Safety Plan and Emergency Closing Procedures**

### **Section 1. School Safety Plan**

The School will cooperate fully with local emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters.

### **Section 2. Emergency Suspension of School Operations or Activities**

**Section 2.1.** The School may abide by school closures for the Kansas City Public School District.

**Section 2.2.** The Governing Board further authorizes the Executive Director or his/her designee to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

**Section 2.3.** The Executive Director or his/her designee shall establish orderly procedures to assure that appropriate communications with students, staff, and other stakeholders are maintained before, during and after the abnormal conditions potentially or actually causing suspension of school operations or activities. At a minimum, instruction on obtaining information pertaining to suspension of school operations and activities for students, staff, and other stakeholders shall be published in the student and staff handbooks.

**Section 2.4.** School activities, including but not limited to extracurricular events, activities, clubs, competitions, and athletic events, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The Executive Director or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

**Section 2.5.** At the Executive Director or his/her designee's discretion, school activities as described in Section 2.4, may be canceled even after a completed school day if conditions exist to warrant such suspension. The Executive Director or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

## **Distribution of Medicine**

### **Section 1. School Distribution and Administration of Medication**

**Section 1.1.** The school nurse or another employee designated by the Executive Director or his/her designee may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

**Section 1.1.1.** Prescription drugs must be in the original container, bear the name of the student, the name of the physician and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container.

**Section 1.1.2.** The appropriate approval form for medication distribution must have been completed and signed by the parent or guardian for each medication.

**Section 1.2.3.** The school nurse or other designated employee shall keep a written report of medication taken by the student.

**Section 1.2.** The School reserves the right to refuse to administer certain types of medication at the discretion of the school nurse or other employee authorized by the Executive Director's or his/her designee when such administration could prove harmful to staff or student without proper training or direction of a physician.

### **Section 2. Student Possession and Self-Administration of Medication**

**Section 2.1.** The school shall grant any student authorization for the possession and self-administration of medication to treat the student's chronic health condition, including but not limited to asthma or anaphylaxis if:

**Section 2.1.1.** A licensed physician prescribed or ordered such medication for use by the pupil and instructed such pupil in the correct and responsible use of such medication;

**Section 2.1.2.** The pupil has demonstrated to the pupil's licensed physician or the licensed physician's designee, and the school nurse, if available, the skill level necessary to use the medication and any device necessary to administer such medication prescribed or ordered;

**Section 2.1.3.** The pupil's physician has approved and signed a written treatment plan for managing the pupil's chronic health condition, including asthma or anaphylaxis episodes and for medication for use by the pupil. Such plan shall include a statement that the pupil is capable of self-administering the medication under the treatment plan;

**Section 2.1.4.** The pupil's parent or guardian has completed and submitted to the school any written documentation required by the school, including the treatment plan and the liability statement.

**Section 2.1.5.** The pupil's parent or guardian has signed a statement acknowledging that the school district and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil or the administration of such medication by school staff. Such statement shall not be construed to release the school district and its employees or agents from liability for negligence.

**Section 2.2.** Pupils authorized to possess and self-administer medication may possess and self-administer such medication while in school, at a school-sponsored activity, and in transit to or from school or school-sponsored activity

**Section 2.3.** Such authorization shall only be effective for the school year in which it is granted. Such authorization shall be renewed by the student's parent or guardian each subsequent school year.

**Section 2.4.** Any current duplicate prescription medical, if provided by a student's parent or guardian or by the school shall be kept at the School in a location at which the student or school staff has immediate access in the event of an asthma or anaphylaxis or other emergency.

**Section 2.5.** The written treatment plan, liability statement, and any other written documentation shall be kept on file at the School in a location easily accessible in the event of an emergency.

## **Student and Classroom Observations**

### **Section 1. Classroom Observations.**

**Section 1.1.** While the School acknowledges that some educational benefit may be derived from third parties wishing to conduct classroom observations for research purposes for educational products or services, it is the responsibility of the School to protect the privacy of all students.

**Section 1.2.** Requests for observations by an outside educational or clinical professional must be submitted in writing to the Executive Director or his/her designee for consideration at least two weeks in advance of the requested observation. The request must include the name and credentials of the professional who will be observing the classroom, the purpose of the classroom observation, the data that will be collected and a certification that the third party will comply with the Family Educational Rights and Privacy Act (“FERPA”) and any other applicable state or federal laws pertaining to student privacy. In addition, the third party may be required to execute a confidentiality agreement.

**Section 1.3.** Executive Director or his/her designee must provide parents of students in the classroom written notice of a third party’s desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

**Section 1.4.** If the outside professional is approved for the observation, all data collected shall be provided to the Executive Director or his/her designee.

**Section 1.5.** Upon request, Executive Director or his/her designee may, at his/her discretion, grant permission for visits by outside service providers who currently provide private educational or therapy services to a current student. To minimize disruption to the instructional program, outside service providers must comply with the guidelines for all visitors plus the following additional guidelines: (1) the third party must currently provide educational or therapy services to the student; (2) provide the Executive Director or his/her designee an appropriate Release of Confidential Information under the Family Educational Rights and Privacy Act (FERPA), signed by the parent/guardian; (3) have the parent/guardian coordinate the observation date and time; (4) limit the observation to one hour unless an extended time period has been granted in advance of the scheduled observation; and (5) conduct the session in such a manner that allows the regular school program to continue during the visit by refraining from engaging the attention of the teacher or student(s) through conversation or other means.

## **School Attendance Policy**

**Section 1.** The Board shall abide by the compulsory attendance laws of the state, with the exception of those students who may be excused from full-time attendance by the Executive Director. Individual petitions for any deviation from full-time attendance shall be considered by the Executive Director on the merits of the individual student's application and in compliance with applicable state law and regulations.

**Section 2.** Students may attend the School on a part-time basis as provided by applicable state law and regulations of the Board.

**Section 3.** In order to receive maximum benefit from instructional activities, students are expected to be in school each day unless excused for legitimate reasons. Students and parents must assume responsibility for being punctual and regular in attendance.

### **Section 4. Attendance Rules.**

**Section 4.1.** Absences will be classified as excused or unexcused absences. The following circumstances are excused absences:

- Personal illness or attendance in school endangers a student's health or the health of others.
- A serious illness or death in a student's immediate family necessitating absence from school.
- A court order or an order by a governmental agency mandating absence from school.
- Observance of religious holidays.
- Conditions rendering attendance impossible or hazardous to student health or safety.
- A student whose parent or legal guardian is in military service in the armed forces of the United States or the National Guard, and such parent or legal guardian has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting, shall be granted excused absences, up to a maximum of five school days per school year, for the day or days missed from school to visit with his or her parent or legal guardian prior to such parents or legal guardians deployment or during such parents or legal guardian leave.

**Section 4.2.** Unexcused absences are all failures to attend school for a reason other than one listed in Section 4.1.

**Section 4.3.** If a student is absent from school, the student must bring a written excuse the day the student returns to school.

**Section 4.4.** When the student is absent, the School will attempt to contact the parent/guardian to determine the cause of absence. However, a written excuse must be brought, whether or not contact with a parent/guardian is made by phone. The Executive Director's designee for absentee calls will maintain an accurate phone log.

**Section 4.5.** All school-work missed due to absence must be made up by the student within a reasonable time or the student risks not receiving credit for the missed work. It is the student's responsibility to make arrangements with the teacher for make-up work.

**Section 4.6.** In order to participate in an extracurricular or after school activity, a student must be in attendance on the School day of the activity.

**Section 4.7.** For each absence beyond ten (10), students must bring an excuse from a doctor, dentist, health center, etcetera, or court for the absence(s) to be excused.

## Textbooks

**Section 1.** The term "textbook" means workbooks, manuals, or other books, whether bound or in loose-leaf form, intended for use as a Principal source of study material for a given class or group of students, a copy of which is expected to be available for the individual use of each pupil in such class or group.

**Section 2.** The school shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through twelve, and may purchase textbooks and instructional materials for prekindergarten students.

**Section 3.** Only textbooks filed with the state board of education shall be purchased and loaned under this section. No textbooks shall be purchased or loaned under this section to be used in any form of religious instruction or worship.

## **Parents and Student Complaints and Grievances**

### **Section 1. Purpose and General Policy Provisions Related to Resolution of Concerns.**

**Section 1.1.** Students and parents have the right and responsibility to express school related concerns and grievances to the faculty and administration. Students and parents shall be assured the opportunity for an orderly presentation and timely review of concerns

**Section 2. Process.** The faculty and administration shall make an honest and forthright effort to resolve grievances as quickly as possible at the most immediate level of authority.

**Section 2.1.** The levels of authority shall be as follows:

1. **Classroom related concerns** – teachers
2. **School related concerns** (including policies, procedures, administration, unresolved classroom related concerns, etc.) – Executive Director
3. **Appeals** – Governing Board Grievance Committee. Decisions rendered by the Governing Board shall be considered final.

**Section 2.2** Any teacher, staff member, or administrator shall have the authority to table any meeting considered to be unproductive, threatening, hostile, inappropriate, or lacking appropriate representation.

**Section 3.** All Appeals to the Governing Board Grievance Committee must be submitted in writing within 10 days of the decision of the teacher or Executive Director.

## **Technology Acceptable Use**

### **Section 1. Internet Use and Safety.**

The School recognizes that computers and the Internet have educational purpose when used properly. The School will take all measures necessary to provide individual users, both students and administrators, with the understanding and skills necessary to use the Internet appropriately in ways that meet educational needs and personal safety. However, there is always the risk that some students might encounter information on the Internet that could be of potential harm or inappropriate to the student. While the School will inform students on the appropriate use of email and Internet safety and will take all necessary measures to ensure students use computers and the Internet consistent with the terms of this policy, due to the uncontrollable nature inherent to the Internet, the School cannot guarantee the Internet and computer environment for its students. The School does comply with the Children's Internet Protection Act (CIPA) and uses available filtering software. Required (See Section 182.827 RSMO, if no filtering software is used the board must adopt additional policies).

**Section 1.1.** The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

### **Section 2. Staff Responsibilities for Use of Technology**

- Develop and help students develop the skills needed to discriminate among information sources, to identify information appropriate to age and developmental levels, and to evaluate and use information to meet educational goals;
- Supervise and/or monitor all to whom one grants access to technology resources regarding implementation of this policy;
- Take an active role in ensuring that students and their parents are aware of the individual student's responsibility to use technology resources in an ethical and educational manner.
- Supervise student Internet and computer usage.

### **Section 3. Student Responsibilities for Use of Technology**

- Obtain parental permission before using any school computer on the Internet
- Never give out personal or family information such as phone numbers, credit card numbers, or home addresses.

- Never arrange for a face-to-face meeting with a stranger and never respond to abusive or suggestive messages. Report all such instances immediately to a teacher or member of the technology staff.
- Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.

#### **Section 4. Network User Responsibilities**

- Use of the LEA's technology resources must be in support of education and research consistent with the educational objectives of the School.
- Comply with all rules and laws regarding access and copying of information as prescribed by Federal, State, or local law, and Internet providers.
- Be polite and appropriate. Adhere to all standards of courtesy, etiquette, and existing board policies as they may be interpreted to apply to technology resources.
- Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known breeches of security must be reported to the Executive Director or authorized Executive Director.
- Be aware that network files and electronic mail are not guaranteed to be private. School technology personnel shall have access to all files.
- Do not permit others to use your account.

#### **Section 5. Unacceptable Uses Include, but are not limited to:**

- Providing unauthorized or inappropriate access to LEA technology resources.
- Any attempt to harm or destroy data of another user or other networks connected to the Internet.
- Activities involving the loss or unauthorized use of others' work.
- Distribution or use of obscene, abusive, or threatening material, including child pornography and any other material that is harmful to minors. Material that is harmful to minors is any picture, image, graphic image file, or other visual depiction that (a) taken as a whole and with respect to minors, appeals to the prurient interest in nudity, sex, or excretion; (b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
- Knowingly wasting technology resources.
- Physical abuse of the equipment.
- Using technology resources in ways that violate school policies and behavior standards.
- Degrading or disrupting equipment or system performance.
- Installing unauthorized software on school computers, or any violation of copyright established for computer software.
- Knowingly uploading or creating computer viruses.

### **Section 6. Internet Use Agreement**

To support and respect each family's right to decide whether or not their child may have access to this resource, no child will be allowed to operate a computer to access the Internet unless all parties commit to responsibility by completing the School Internet Use Agreement. No child will be allowed to operate a computer to access the Internet without direct adult supervision.

**Section 7.** Transmission of any material in violation of any federal or state regulation is prohibited. This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

## **Student Records**

**Section 1.** The School will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

**Section 2.** The parents/guardians of students who are attending or have attended the School have the right to inspect and review the educational records of their students and to request amendment of their students' educational records due to errors and/or omission. The School has adopted procedures for the granting of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

**Section 3.** All information contained in a student's educational record, except information designated as directory information by the School, shall be confidential and shall be directly accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students.

**Section 4.** Upon request by military recruiters or an institution of higher learning, the School will provide students' names, addresses, and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent. Military recruiters will be provided the same access to students as is given to institutions of higher learning.

## **Flag of the United States of America and Pledge of Allegiance**

### **Section 1. Display of Flag of the United States of America**

**Section 1.1.** The School shall display in a prominent place either upon the outside of the School building or upon a pole erected in the School yard the flag of the United States of America.

### **Section 2. Pledge of Allegiance.**

**Section 2.1.** The school shall ensure that the Pledge of Allegiance to the flag of the United States of America is recited in at least one scheduled class for every student enrolled in the School no less often than once per school day.

**Section 2.2.** No student shall be required to recite the Pledge of Allegiance.

## **Volunteers and Chaperones Model Policy**

**Section 1.** The School encourages participation of parents and citizens of the community to volunteer in the School in order to serve as additional resources to the teachers and students. Prior to serving as a volunteer, each individual who may have unsupervised contact with a child must complete an application for the position, have a satisfactory criminal records check, and have a satisfactory check of the child abuse/neglect records maintained by the Missouri Department of Social Services. -

### **Section 2. Chaperone Duties and Responsibilities.**

**Section 2.1.** All students must ride in school provided transportation both to and from the fieldtrip and during transport during a fieldtrip to multiple locations. At no time will students ride in transportation not provided by the School unless prior approval by administration is granted in writing.

**Section 2.2.** School staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically to supervision of these students; however, they also retain responsibility for general supervision and safety of all students.

**Section 2.3.** Adults observing behavior by students or other adults that is contrary to school policy or procedure shall immediately report the incident to a Genesis staff member or administration.

**Section 2.4.** School staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. School staff may not delegate this responsibility to a chaperone or any other person.

**Section 2.5.** The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.

**Section 2.6.** Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times.

**Section 2.7.** Chaperones may not bring siblings of their child who is attending the trip.

**Section 2.8.** Chaperones may not leave the group or venue at any time during the course of a fieldtrip from departure from the School to arrival at the School after the trip. Chaperones and School staff are expected to participate in all activities planned as part of a field trip itinerary.

**Section 2.9.** Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a fieldtrip from departure from the School to arrival at the School after the trip. Chaperones should

refrain from socializing with other chaperones or School staff while supervising students.

**Section 2.10.** Chaperones should ensure that all students remain seated on the bus and monitor student behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.

**Section 2.11.** Students should be escorted into and out of public bathrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom.

**Section 2.12.** A School staff member or chaperone should never leave Students unattended.

**Section 2.13.** Students should remain with their specific chaperone unless authorized by a staff member.

**Section 2.14.** Students who become ill during the course of a field trip should be brought to a staff member. Parents of the student should be promptly contacted by the staff member. The School staff member and chaperone will work collaboratively to ensure the child is properly attended.

**Section 2.15.** All procedures and rules specific to a field trip shall be strictly adhered to by all parents, students, and staff.

## **Active Shooter Training and Drills**

### **Section 1. Teacher and Employee Training**

At the discretion of school administration, the School may include in its teacher and school employee training a component on how to properly respond to students who provide them with information about a threatening situation and how to address situations in which there is a potentially dangerous or armed intruder in the School. Training may also include information and techniques on how to address situations where an active shooter is present in the School or on school property.

The administration may conduct the training on an annual basis. If no formal training has previously occurred, the length of the training may be eight hours. The length of annual continuing training may be four hours.

### **Section 2. Simulated Active Shooter and Intruder Response**

All school personnel shall participate in a simulated active shooter and intruder response drill conducted and led by law enforcement professionals. Each drill may include an explanation of its purpose and a safety briefing. The training shall require each participant to know and understand how to respond in the event of an actual emergency on school property or at a school event. The drill may include:

- Allowing school personnel to respond to the simulated emergency in whatever way they have been trained or informed; and
- Allowing school personnel to attempt and implement new methods of responding to the simulated emergency based upon previously used unsuccessful methods of response.

All instructors for the program shall be certified by the department of public safety's peace officers standards training commission.

**Section 3.** The school shall foster an environment in which students feel comfortable sharing information they have regarding a potentially threatening or dangerous situation with a responsible adult.

### **Age Criteria for Kindergarten Admission**

No child shall be admitted to kindergarten or to the summer school session immediately preceding kindergarten, if offered, unless the child reaches the age of five before the first day of August of the School year beginning in that calendar year.

## **Program for Homeless Students**

Genesis School recognizes that homelessness alone should not be a sufficient reason to separate students from the mainstream school environment. Therefore, the School in accordance with state and federal law (Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act) and the Missouri State Plan for Homeless Children and Youth, will give special attention to ensure that homeless children in the LEA have access to free, appropriate public education.

### **Definitions:**

1. A “homeless child” or “homeless youth” is one who:
  - a. lacks a fixed, regular, and adequate nighttime residence; and
  - b. includes—
    - i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals;
    - ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
    - iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
    - iv. migratory children or youths who qualify as homeless because they are living in circumstances described in subdivisions (i) to (iii) above.

The first category may include some individuals who have moved in with others. Consideration of each individual case, along with the permanency of the situation, will be needed in order to identify those who are homeless.

2. The terms “enroll” and “enrollment” include attending classes and participating fully in school activities.
3. The “school of origin” is the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

## **Enrollment and Placement:**

1. Homeless children and youth frequently move, and maintaining a stable school environment is critical to their success in school. To ensure this stability, LEAs must make school placement determinations on the basis of the “best interest” of the homeless child or youth. Using this standard, the School must:
  - a. Continue the child’s or youth’s education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; or for the remainder of the academic year if the child or youth becomes permanently housed during an academic year; or
  - b. Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.
2. In determining what is a child or youth’s best interest, the School must, to the extent feasible, keep a homeless child or youth in the school of origin, unless doing so is contrary to the wishes of the child or youth’s parent or guardian. If the School wishes to send a homeless child or youth to a school other than the school of origin or a school requested by the parent or guardian, the School must provide a written explanation of its decision to the parent or guardian, together with a statement regarding the right to appeal the placement decision.
3. Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived if allowed by law. The School may, however, require contact information.
4. If the School is unable to determine the grade level of the student because of missing or incomplete records, the School shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child/youth.

## **Transportation:**

1. Transportation must be provided, at the request of the parent or guardian (or in the case of the unaccompanied youth, the homeless coordinator) to and from the school of origin.
2. If the homeless child or youth continues to live in the area served by the LEA in which the school of origin is located, that LEA must provide or arrange for the child’s or youth’s transportation to or from the school of origin.
3. If the homeless child or youth continues his or her education in the school of origin but begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living must agree upon a method

to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.

4. The transportation requirement applies even if the LEA does not provide transportation to non-homeless students.

### **Services:**

1. Each homeless child or youth shall be provided services comparable to services offered to other students in the LEA including, but not limited to, transportation services, educational services for which the child meets the eligibility criteria, such as educational programs for children with disabilities, English learners, programs in career and technical education, programs for gifted and talented students, before-and-after school programs, school nutrition programs, and transportation.
2. Homeless students will not be segregated in a separate school or in a separate program within a school based on the students' status as homeless.
3. In the event that it is in the best interest of the homeless child or youth to attend the school of origin, it shall be the responsibility of this LEA to provide for the transportation of the student. This may be achieved through the transportation services of this LEA, the school of origin, or another outside agency.

### **Records:**

1. Once LEA officials have determined that an enrolling student is homeless, the LEA's homeless coordinator must assist the student in obtaining his/her education, immunization, medical, and other records. According to McKinney-Vento, the student must be enrolled in the interim.
2. *Immunization:* If the homeless coordinator is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program; the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in §section167.181.3, RSMo.
3. Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records, and evaluation for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the student, so that necessary referrals can be made, and so that records may be transferred in a timely fashion when homeless children or youth enters a new LEA. Copies of records shall be made

available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act.

**Coordinator:**

1. The Board will designate an individual to act as the LEA's homeless coordinator to ensure compliance with federal and state law. The homeless coordinator will "ensure that homeless children and youth enroll and succeed in the schools of that agency; and homeless families, children and youth receive educational services for which they are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services." The homeless coordinator will also ensure that disputes regarding the placement or education of homeless children or youth are resolved in a timely fashion.
2. The LEA shall inform school personnel, service providers and advocates working with homeless families of the duties of the LEA homeless coordinator.

**Resolving Grievances:**

1. Level I - A complaint regarding the placement or education of a homeless child or youth shall first be presented orally and informally to the LEA's homeless coordinator. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the homeless coordinator. The written charge must include the following information: date of filing, description of alleged grievances, the name of the person or persons involved and a recap of the action taken during the informal charge state. Within five (5) working days after receiving the complaint, the coordinator shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the coordinator will inform the Executive Director or his/her designee of the formal complaint and the disposition.
2. Level II - Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Executive Director or his/her designee by filing a written appeal package. This package shall consist of the complainants' grievance and the decisions rendered at Level I. The Executive Director or his/her designee will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Executive Director his/her designee shall state a decision in writing to the complainant, with supporting evidence and reasons.
3. Level III - If resolution is not reached in Level II, a similar written appeals package shall be directed through the Executive Director or his/her designee to the Board requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board may be conducted in closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state

its decision and reply in writing to the parties involved. For LEA purposes, the decision of the Board is final.

4. Level IV - If the complainant is dissatisfied with the action taken by the Governing Board of the LEA, a written notice stating the reasons for the dissatisfaction may be filed with the state director of special federal instructional programs. The state director will initiate an investigation, determine the facts relating to the complaint, and issue notice of his or her findings within thirty (30) days to the LEA and the complainant. If the findings support the action taken by the LEA, such action will be confirmed. If the findings support the allegations of the complainant, the LEA will be directed to take corrective action. An appeal of this decision can be made within ten (10) days to the Deputy Commissioner of Education. Within thirty (30) days after receiving an appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.

## **Migrant Procedure**

### **1. Identification**

For purposes of Board policies and regulation, a child is a “migratory child” and is eligible for the Migrant Education Program (MEP) if all of the following conditions are met:

- The child is not older than 21 years of age; and
- The child is entitled to a free public education (through grade 12) under State law or is below the age of compulsory school attendance; and
- The child is a migratory agricultural worker or a migratory fisher or has a parent, spouse, or guardian who is a migratory agricultural worker or a migratory fisher; and
- The child moved within the preceding 36 months in order to seek or obtain qualifying work, or to accompany or join the migratory agricultural worker or migratory fisher identified in paragraph three above, in order to seek or obtain qualifying work; and
- The child has moved from one LEA to another.

Potential migrant students will be identified through a question on the school enrollment form. If it appears that a migrant student is enrolling, the school will notify the State Migrant, English Language Learner (MELL) Director and request assistance with the identification of the student.

### **2. Services**

If a migrant student is identified by the MELL office, the school must:

- assess the educational, health, and social needs of the identified student and develop objectives to address those needs so that migrant children meet the same challenging State academic content standards and academic achievement standards that all children are expected to meet;
- Provide advocacy to allow children and families to gain access to health, nutrition and social services;
- Review existing programs and resources to determine which can help meet the needs of migrant children and assure that the children have access to them;

- provide professional development activities for teachers to improve the quality of education for migrant children; and, provide opportunities for participation of migrant parents in the educational activities of their children.

## **Strip Searches**

### **Section 1. Strip Searches**

**Section 1.1.** No employee or volunteer at the school shall perform a strip search of any student of the School.

**Section 1.2.** A student may be striped search by or under the authority of a commissioned law enforcement officer.

**Section 1.3.** A student may be strip searched by a school employee only if a commissioned law enforcement office is not immediately available and if the School employee reasonably believes that a student possesses a weapon, explosive, or substance that poses an imminent threat of physical harm to himself or herself or another person.

**Section 1.4.** If a student is strip searched by an employee of the School or a commissioned law enforcement officer, the School will attempt to notify the student's parent or guardian as soon as possible.

**Section 1.5.** For the purposes of this policy, strip search means the inspection of a person's anus or genitalia, including but not limited to inspections conducted visually, manually or by means of any physical instrument. A strip search shall not include the removal of clothing in order to investigate the potential abuse or neglect of a student; give medical attention to a student; provide health services to a student; or screen a student for medical conditions.

### **Section 2. Emblem, Insignia or Garment**

**Section 2.1.** No employee of or volunteer in or board member of the School shall direct a student to remove an emblem, insignia, or garment, including a religious emblem, insignia, or garment, as long as such emblem, insignia, or garment is worn in a manner that does not promote disruptive behavior.

### **Section 3. Violation of Policy**

**Section 3.1.** Any employee of the School who violates Section 1 of this policy shall be immediately suspended without pay, pending an evidentiary hearing, when such employee is entitled by statute or contract to such hearing. If an employee is not entitled to such evidentiary hearing, the employee shall be suspended pending completion of due process or further disciplinary action.

## **Organ, Eye, and Tissue Donation**

### **Section 1. Presentation on Organ, Eye, and Tissue Donation**

**Section 1.1.** Any state or nationally recognized program or organization that provides unbiased information on organ, eye, and tissue donation that requests to present information on organ, eye, and tissue donation to the Board shall be allowed to give such presentation and shall be allotted no less than thirty minutes for the presentation.

**Section 1.2.** The Board shall consider the information presented and decide whether to present such information to students and parents in the School and the manner in which such information shall be presented.

### **Section 2. Student Instruction**

**Section 2.1.** No student shall be required to participate in any instruction relating to information about organ, eye, and tissue donation if the student has any sincerely held religious or emotional belief which is contrary to such instruction.

## **School Admissions**

**Section 1.** The School shall enroll only:

- Students who reside in the district in which Genesis operates
- Nonresident students who transfer from an unaccredited district under section 167.895, RSMo, provided that the charter school is an approved charter school, as defined in section 167.895, RSMo, and subject to all other provisions of section 167.895.

Genesis does not limit admission based on race, ethnicity, national origin, sexual orientation, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

Students will not be required to complete any test or measure in order to be admitted to School. Once students are formally enrolled, formal and informal assessments may be administered to determine the most appropriate instructional plan and placement for each student.

**Section 2.** If capacity of the School is insufficient to enroll all students who submit an application during the open enrollment period (established in March of each year), the School will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission.

Section 2.1. Priority for enrollment will be given in the following order in accordance with the charter:

1. CURRENTLY ENROLLED STUDENTS
2. CHILDREN OF FACULTY AND STAFF: Children of full time faculty and full time instructional staff.
3. SIBLINGS: Siblings of students currently enrolled on the date of the lottery
4. GEOGRAPHICAL AREA: Children who reside in the geographical area between Linwood Boulevard and the southern boundary of the Kansas City Missouri School District, and between Prospect and Van Brunt.
5. OTHERS: All other eligible students

**Section 3. Lottery.**

**Section 3.1.** The lottery process shall be published in advance and articulated prior to commencement of the lottery.

**Section 3.2.** The lottery shall be observed and certified by a third party individual.

## **Section 4. Wait List.**

**Section 4.1.** Lottery positions and waiting list positions will not be secured from year to year. Those offered the opportunity to enroll from the waiting list will have [three] days to complete the enrollment process before the opening will be offered to the next student on the waiting list.

**Section 4.2.** The Common Application system maintains the waiting list. Parents can check their status on the waiting list by contacting the school registrar.

**Section 4.3.** It is the responsibility of the parent or guardian of the wait list student to provide updated contact information, including a phone number and address, and an e-mail if possible.

**Section 4.4.** Parents or guardians of wait list students must also provide an emergency contact person in the event they cannot be reached regarding an opening. Failure to keep updated information throughout the school resulting in an inability to notify the parent of an opening waives the student's placement on the waiting list.

**Section 4.5.** A school designee shall contact the next person on the wait list if a slot becomes available. Contact may be made by phone, and if available, by email. Every effort will be made to reach the individual in person; however, if this is not possible, a message will be left on the phone and/or email.

**Section 4.6.** The parents will be given 72 hours to contact the School and make a decision to accept the opening. If contact or a decision is not made within this time frame, the next student on the wait list is extended the offer.

## **Section 5. Registration.**

**Section 5.1.** In order to complete the registration process the following must be received by School: completed enrollment application (including the release of records and all required supporting documentation (such as proof of residency, immunizations).

**Section 5.2.** Changes to The School's admission procedures will be published annually.

## **Missouri Student Religious Liberties Act**

### **Section 1. Anti-Discrimination**

Section 1.1. The School shall not discriminate against any person on the basis of a religious viewpoint or religious expression.

Section 1.1. The School shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner Genesis treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

### **Section 2. Student Expression in Homework and Classroom Assignments**

Section 2.1. Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions.

Section 2.2. Homework and classroom assignments shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the School.

Section 2.3. Students shall not be penalized or rewarded on account of the religious content of their work. If an assignment requires a student's viewpoints to be expressed in course work, artwork or other written or oral assignments, Genesis shall not penalize or reward a student on the basis of religious content or a religious viewpoint. In such an assignment, a student's academic work that expresses a religious viewpoint shall be evaluated based on ordinary academic standards of substance and relevance to the course curriculum or requirements of the course work or assignment.

### **Section 3. Student Prayer, Religious Activities, and Religious Expression**

**Section 3.1.** Students at Genesis may pray or engage in religious activities or religious expression, before, during, and after the school day in the same manner and to the same extent that students may engage in nonreligious activities or expression, provided that such religious expression or religious activities are not disruptive of scheduled instructional time or other educational activities and do not impede access to school facilities or mobility on school premises.

**Section 3.2.** Students may organize prayer groups, religious clubs, or other religious gatherings before, during, and after school to the same extent that students are permitted to organize other noncurricular student activities and groups.

**Section 3.3.** Religious groups shall be given the same access to school facilities for assembling as is given to other noncurricular groups without discrimination based on the religious content of the student's expression.

**Section 3.4.** Religious groups shall be allowed to advertise or announce meetings in the same manner as student groups that meet for nonreligious activities.

**Section 3.5.** The School may only disclaim sponsorship of noncurricular groups and events in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

#### **Section 4. Student Clothing, Accessories, and Jewelry**

**Section 4.1.** Students may wear clothing, accessories, and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories, and jewelry that display messages or symbols are permitted.

#### **Section 5. Construction**

**Section 5.1.** This policy shall not be construed to:

- Require any person to participate in prayer or in any other religious activity
- Violate the constitutional rights of any person
- Prohibit the School from maintaining order and discipline in a content and viewpoint neutral manner
- Prohibit the School from protecting the safety of students, employees, and visitors of the School.
- Prohibit the School from adopting and enforcing policies and procedures regarding student speech at school, provided that the policies and procedures do not violate the rights of students as guaranteed by law.

## **Limited Public Forum**

### **Section 1. Establishment of Limited Public Forum**

**Section 1.1.** A limited public forum is hereby established for student speakers at all School events at which a student is to publicly speak.

### **Section 2. Student Speakers**

**Section 2.1.** Students speakers at school events and graduation ceremonies shall be selected based on grade point average.

**Section 2.2.** Student speakers are prohibited from engaging in obscene, vulgar, offensively lewd, or indecent speech.

**Section 2.3.** Student expression in the limited public forum on an otherwise permissible subject shall not be excluded from the limited public forum because the subject is expressed from a religious viewpoint.

### **Section 3. Disclaimer**

**Section 3.1.** Any student speech at a school event or graduation ceremony does not reflect the endorsement, sponsorship, position, or expression of the School.

**Section 3.2.** Such disclaimer shall be made in writing, orally, or both prior to a student speech at any school event or graduation ceremony.

## **Interstate Compact on Educational Opportunity for Military Children**

This policy implements the obligations of Genesis School under the Interstate Compact on Educational Opportunity for Military Children.

### **Section 1. Definitions**

1. **Active Duty:** full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
2. **Deployment:** the period one (1) month prior to the service members' departure from their home station on military orders through six (6) months after return to their home station.
3. **Education(al) records:** those official records, files, and data related to a student and maintained by the School or local education agency including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocol and individualized education programs.
4. **Extracurricular activities:** a voluntary activity sponsored by the School or local education agency or an organization sanctioned by the local educational agency. Extracurricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
5. **Military installation:** a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. Territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
6. **Receiving state:** the state to which a child of a military family is sent, brought, or caused to be sent or brought.
7. **Sending state:** the state from which a child of a military family is sent, brought, or caused to be sent or brought.
8. **Transition:** 1) the formal and physical process of transferring from school to school or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.

## **Section 2. Applicability**

**Section 2.1.** This policy applies to the children of: (1) active duty members of the uniformed services, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211; (2) members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and (3) members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

**Section 2.2.** This policy shall not apply to children of: (1) inactive members of the National Guard and military reserves; (2) members of the uniformed services now retired, except as provided for in Section 2.1; (3) veterans of the uniformed services, except as provided for in Section 2.1; and (4) other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

## **Section 3. Student Eligibility and Enrollment**

**Section 3.1.** Upon receipt of the unofficial education records by the School, School shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.

**Section 3.2.** Simultaneous with enrollment and conditional placement of student, the School shall request the student's official education record from the school in the sending state. If the School is the school in the sending state, the School will process any such request and furnish the official education records to the school in the receiving state within ten (10) days.

**Section 3.2.** A special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

**Section 3.3.** The School is prohibited from charging tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

**Section 3.4.** A transitioning military child shall have thirty (30) days from the date of enrollment to obtain any required immunization(s).

**Section 3.5.** A transitioning military child, placed in the care of a non-custodial parent or other person standing in local parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the School if he/she was enrolled while residing with the custodial parent.

**Section 3.6.** Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) in the

sending state at the time of transition, regardless of age. A student who has satisfactorily completed the prerequisite grade level in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the state of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.

**Section 3.7.** The School shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

#### **Section 4. Placement and Attendance**

**Section 4.1.** When the student transfers before or during the school year, the School shall initially honor placement of the student in educational courses on the student's enrollment in the sending state school and/or educational assessment conducted at the school in the sending state if the courses are offered. Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude the School from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

**Section 4.2.** The School shall initially honor placement of the student in educational programs based on current educational assessment conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs, and 2) English as a second language (ESL). This does not preclude the School from performing subsequent evaluations to ensure appropriate placement of the student.

**Section 4.3.** The School shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP). The School shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities to provide such students with equal access to education. This does not preclude Genesis from performing subsequent evaluations to ensure appropriate placement of the student. Nothing in this section exempts the School from the requirements of federal and state law.

**Section 4.4.** The School may waive course/programs prerequisites, or other preconditions for placement in courses/programs.

**Section 4.5.** A student whose parent or legal guardian is an active duty member of the uniformed services, as defined in this policy, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the School to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.

## **Section 5. Graduation**

**Section 5.1.** The School shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another local education agency, or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, Genesis shall provide an alternative means of acquiring coursework so that graduation may occur on time.

**Section 5.2.** Should a military student transferring at the beginning or during his or her senior year of high school be ineligible to graduate from the receiving local education agency after all alternatives have been considered, the sending and receiving local education agencies shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. The School shall ensure cooperation, as either the sending or receiving local education agency, in the event of the situation described in this section.

## **Use of Social Media by Teachers, Staff, and Students**

The Board of Genesis School understands the value of social media and the benefits offered by digital communication devices for providing quick and easy interaction among peers, students, and families. This policy is intended to support teachers, staff, and students by ensuring that all teachers, staff, and students clearly understand the many factors and possible ramifications to consider when using social media. This policy is in addition to, and complements, existing and future Board of Education policies.

### **Section 1. Teachers and Staff**

The Board of Genesis School does not take a position on teachers and staff using social media for personal use on personal time. If teachers and staff choose to do so, they should keep in mind the following:

- Teachers and staff should not use personal social media accounts to communicate with students and families regarding topics pertaining to your work with the School.
- Do not “friend,” “follow” or otherwise interact with students from personal social media accounts.
- Always write in the first person and make it clear that you are speaking for yourself and not on behalf of the school
- Do not post school related information including but not limited to student information, pictures, and work-product exemplars on personal social media sites.
- Do not share confidential information about internal school discussions.
- Avoid communicating with students and families using personal social media sites, personal email accounts or personal phone numbers.

Social media is an excellent way to share information with families and students. If teachers and staff choose to utilize social media for school related purposes, teachers and staff should utilize the same professional standards, respect, and integrity as if it were a face-to-face communication.

- Use school contact information (email, address, phone, etc...) for creating and maintaining accounts, including student accounts.
- Inform parents of social media created for classroom use and its educational purpose.

- Respect copyright and fair use guidelines. Be sure to cite your source when quoting and use Creative Commons<sup>7</sup> licensing when possible.
- If you make a mistake, admit it and correct it quickly. Clearly state if you've corrected a previous post and apologize if appropriate.
- Treat social media created for school related purposes like a classroom. Monitor closely the interactions between students and deal with inappropriate use immediately.
- When using social media, never reveal information about students including but not limited to their grades, course enrollments, and class schedules. Doing so could be a FERPA violation.
- If posting photos and videos of fellow staff and teachers, seek their permission before posing.
- If posting photos and videos of students, ensure there is a signed parent/guardian permission form on file for each student.

## **Section 2. Students**

Genesis students represent the School even when they are not posting to social media sites during class time. Students should follow the below guidelines anytime they post material that could identify the student or their relationship to the school.

- Be aware of what you post online-- social media is public. Do not post anything you don't want friends, parents, teachers, or a future employer to see.
- Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions, however, do it in a respectful way. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.
- Do not share your password with anyone other than your teachers and parents.
- Do your own work. Do not use other people's work without their permission. Be aware that it is a violation of copyright law to copy and paste someone else's thoughts. It is good practice to hyperlink to your sources.
- Do not use pictures, videos, songs, and audio clips you do not have permission to use. This may be a violation of copyright laws.
- Social media posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation.

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<sup>7</sup> <https://creativecommons.org/>

- If you come across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your teacher or parent/guardian right away.

## **E-Learning**

The purpose of e-learning is to ensure that students continue to build conceptual understanding and skill development even though they are not able to attend school in person. Students will receive course expectations, class announcements, and learning objectives in a digital format. Students will participate in a variety of activities, but not all will be digital in nature. The purpose of this policy is to outline procedures and expectations for e-learning.

### **Section 1. Delivery of Instructional Materials**

Instructional materials, including course expectations, class announcements, learning objectives, and class assignments, will be delivered to students on a schedule to be determined by the Special Education Director. The schedule and delivery method will be provided to students and parents/guardians prior to the start of e-learning.

### **Section 2. Attendance**

Attendance is recorded based on work completed each week. In order to be considered present, a student must complete at least one required assignment each week. A week for the purposes of this policy begins Sunday and ends Saturday.

### **Section 3. Live Classroom Sessions**

Google classroom or other assigned platform will be used to host live class sessions. If your child is unable to attend a live session, the teacher will provide a recorded version of the video conference.

The School shall post a schedule of live classroom sessions.

### **Section 4. Teacher Office Hours**

Teachers will be available by email or phone (via voicemail) from 9:00-11:00 am and 1:00-3:00 pm. Teachers will respond to all communication requests within 24 hours during office hours via phone or email.

Teachers will provide their email and phone number to all parents/guardians. Schools may choose to provide their teachers with google meet phone numbers so teachers do not have to provide parents/guardians with their home/cell phone number.

### **Section 5. Accommodation Support**

The Special Education Director will hold a telephone conference with the parent(s)/guardian(s) of each student who has accommodations to discuss how the school will provide instruction to that student.

Special education students will receive accommodations outlined in their Individualized Educational Plan (IEP). English Learners will receive accommodations according to their Individual Learning Plan (ILP). Students with Section 504 Plans will receive appropriate accommodations outlined in their 504 Plan.

## Take Home Device

### 1. Introduction

The School may provide a laptop computer, tablet, hot-spot, or other device ("school provided devices") for a student's educational use at home. The use of this equipment is meant to enrich the learning experience for the student as they work to acquire the necessary skills and knowledge to become successful in school and in life. To that end, only the student may use a school provided device.

When using a school provided device at home, students must adhere to the same standards as if they were using the device at school. Students must continue to follow the technology use policy located in their student handbook. This policy and agreement is meant to supplement that policy.

### 2. Guidelines and Rules for Use of School Provided Devices

#### 2.1. Internet Safety

- Act responsibly and safely
- School provided devices should be used only for school related purposes.
- Ask a trusted adult if you are unsure about something related to the use of your computer or electronic resources.
- Do not share your account information or the account information of others.
- Never post or share pictures or video of yourself or others unless you have school permission.
- Tell a trusted adult if you come across something that is dangerous or disturbing.
- All school rules for how you behave and how you treat others apply to all forms of electronic communication.

#### 2.2. Security, Filtering, and Monitoring

- Students are expected to comply with all security and filtering requirements that would be in place if the device were used on school property.
- Parents/guardians are expected to monitor the student's use of the internet at home so that the device is not used to access illegal or inappropriate websites or download any material from those sites.
- School provided devices may not be used for:

- Commercial or personal gain.
- Political purposes, such as trying to influence an election.
- Any illegal or indecent such as bullying, inappropriate images or text, or passing along information that is harmful or inappropriate.
- Any activity intended to alter, bypass, or attempt to bypass the school's network, security settings, filters, safety settings, or user roles.
- Personal software or applications, games, or operating systems.

### 2.3. Device Use and Care

- When not in use, keep your school provided device in its protective sleeve or bag.
- Leave all school ID tags or stickers in place; notify a teacher or [school administrator] if they appear to be loose.
- Do not apply stickers or permanently mark your device.
- Do not eat or drink near your device.
- Use a soft cloth to clean the screens and device; use only technology-specific cleaning products; do not use water or household cleaners.
- Please let your teacher or [school administrator] know if your device is not working properly, or is lost, damaged, or stolen.

### 2.4. Loss or Damage of School Provided Device

If a school provided device is lost or damaged, report the situation to your child's teacher immediately. If a device is stolen, please also notify local law enforcement and submit a copy of the report to your child's teacher.

If a school provided device is damaged, a reasonable effort will be made to repair the equipment. A family may be held responsible for the cost of repair beyond normal wear and tear or for the cost a replacement device if the device cannot be repaired.

**Parents/guardians—please review this policy with your child. By signing this policy, you and your child agree to abide by it and any other school policies relating to technology use. Any activity that violates this or any other technology use policy may be subject to disciplinary action. If you have any questions, please contact your child's teacher.**

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Student Name (Printed)

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Student Signature

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Date

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Parent/Guardian Name (Printed)

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Parent/Guardian Signature

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Date

---

Parent/Guardian Phone Number

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Parent/Guardian Email Address

# **EDUCATIONAL INSTRUCTION**

## **Constitution, American History, Missouri Government, Civics**

1. Seventh and eighth grade curriculum shall include regular courses of instruction in the Constitution of the United States and of the state of Missouri and in American history and institutions. These courses shall begin no later than the seventh grade and continue in high school to an extent determined by the state commissioner of education.
2. All American history courses at the School shall include in their proper time-line sequence specific referrals to the details and events of the racial equality movement that have caused major changes in United States and Missouri laws and attitudes.

## **Reading Instruction**

The School shall have reading programs in kindergarten through grade three based in scientific research. Such programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension, and all new teachers who teach reading in kindergarten through grade three shall receive adequate training in these areas.

The program may include "explicit systematic phonics", which, for the purposes of this section, shall mean the methodology of pronouncing and reading words by learning the phonetic sound association of individual letters, letter groups, and syllables, and the principles governing these associations.

## Human Sexuality and Sexually Transmitted Diseases Instruction

**Section 1.** Any course materials and instruction relating to human sexuality and sexually transmitted diseases shall be medically and factually accurate and shall:

(1) Present abstinence from sexual activity as the preferred choice of behavior in relation to all sexual activity for unmarried pupils because it is the only method that is one hundred percent effective in preventing pregnancy, sexually transmitted diseases and the emotional trauma associated with adolescent sexual activity, and advise students that teenage sexual activity places them at a higher risk of dropping out of school because of the consequences of sexually transmitted diseases and unplanned pregnancy;

(2) Stress that sexually transmitted diseases are serious, possible, health hazards of sexual activity. Pupils shall be provided with the latest medical information regarding exposure to human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), human papilloma virus, hepatitis and other sexually transmitted diseases;

(3) Present students with the latest medically factual information regarding both the possible side effects and health benefits of all forms of contraception, including the success and failure rates for the prevention of pregnancy and sexually transmitted diseases; or shall present students with information on contraceptives and pregnancy in a manner consistent with the provisions of the federal abstinence education law, 42 U.S.C. Section 710;

(4) Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual activity and the consequences of adolescent pregnancy, as well as the advantages of adoption, including the adoption of special needs children, and the processes involved in making an adoption plan;

(5) Teach skills of conflict management, personal responsibility and positive self-esteem through discussion and role-playing at appropriate grade levels to emphasize that the pupil has the power to control personal behavior. Pupils shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations, such as respect for one's self and others. Pupils shall be taught not to make unwanted physical and verbal sexual advances or otherwise exploit another person. Pupils shall be taught to resist unwanted sexual advances and other negative peer pressure;

(6) Advise pupils of the laws pertaining to their financial responsibility to children born in and out of wedlock and advise pupils of the provisions of chapter 566 pertaining to statutory rape.

(7) Teach pupils about the dangers of sexual predators, including online predators when using electronic communication methods such as the internet, cell phones, text messages, chat rooms, email, and instant messaging programs. Pupils shall be taught how to behave responsibly and remain safe on the internet and the importance of having open communication with responsible adults and reporting any inappropriate situation,

activity, or abuse to a responsible adult, and depending on intent and content, to local law enforcement, the Federal Bureau of Investigation, or the National Center for Missing & Exploited Children's CyberTipline;

(8) Teach pupils about the consequences, both personal and legal, of inappropriate text messaging, even amount friends;

(9) Teach pupils about sexual harassment, sexual violence, and consent:

(a) "Consent" means a freely given agreement to the conduct at issue by a competent person. An expression of lack of consent through words or conduct means there is no consent. Lack of verbal or physical resistance or submission resulting from the use of force, threat of force, or placing another person in fear does not constitute consent. A current or previous dating or social or sexual relationship by itself or the manner of dress of the person involved with the accused in the conduct at issue shall not constitute consent;

(b) "Sexual Harassment" means uninvited and unwelcome verbal or physical behavior of a sexual nature especially by a person in authority toward a subordinate;

(c) "Sexual Violence" means causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without that person's consent.

**Section 2.** When providing human sexuality instruction students may be separated according to gender for instructional purposes.

**Section 3.** The School shall notify the parent or legal guardian of each student enrolled in the school of:

(1) The basic content of the district's or school's human sexuality instruction to be provided to the student; and

(2) The parent's right to remove the student from any part of the district's or school's human sexuality instruction.

(3) All curriculum materials used in the human sexuality instruction shall be available for public inspection pursuant to chapter 610 prior to the use of such materials in actual instruction.

(4) The School will not provide abortion services, or permit a person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students if such person or entity is a provider of abortion services.

## **Services for Students with Disabilities**

The School does not have a general curriculum for students with disabilities. Instead, it is the policy of the School to develop an individualized educational program (IEP) for each public school student with a disability who needs special educational services pursuant to the Individuals with Disabilities Education Act (IDEA) and an accommodation plan for students who are qualified only pursuant to Section 504 of the Rehabilitation Act. Each IEP is designed to meet the unique needs of the student and to offer a free appropriate public education. In addition, the School's IEPs will address the extent to which each student's disability affects his/her ability to access the School's general curriculum and what modifications, accommodations, and supplementary aids and services, if appropriate, are necessary to provide for such access. Each public school student with a disability will be educated to the maximum extent appropriate with children who are non-disabled. However, students with disabilities may be assigned to special classes, separate schooling or removed from the regular educational environment when the nature or severity of the student's disability is such that education in the regular educational environment with the use of supplementary aids and services cannot be achieved satisfactorily.

The School will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, 162.670-.995, RSMo., and Missouri's State Plan for Part B.

If a student has had his/her curriculum substantially altered or modified pursuant to an IEP, 504 Plan, and/or in connection with a plan of homebound instruction so that the academic requirements (including but not limited to the requirements for achieving a specific letter or numerical grade) for one or more courses have been significantly reduced as compared to the regular course or courses, the IEP team or 504 team (or in the case of a student receiving homebound instruction who is not covered by an IEP or 504 Plan), the Executive Director, Academic Dean, and classroom teacher(s) for such course(s) shall determine whether the student shall be included in the computation of class rank. Students who are not included in the class ranking shall still receive a cumulative grade point average (G.P.A.) and shall be eligible for the honor roll.

## **Instruction for Students with Disabilities**

It is the policy of the School to provide a free appropriate public education to all public school students with disabilities. Students with disabilities are defined as those students who have one of the categorical disabilities as enumerated in the Missouri State Plan for Part B of the Individuals with Disabilities Education Act (IDEA) and who also require special education services or who have a mental or physical impairment that substantially limits one or more major life activities as defined by Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act and who require accommodations or special education and related services.

The School will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, sections 162.670-.995, RSMo., and Missouri's State Plan for Part B.

## **Dyslexia Screening**

**Section 1.** The school shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines.

**Section 2.** The Governing Board of Genesis School shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

**Section 3.** The school shall offer all of its teachers two hours of training on dyslexia and related disorders. The school may seek assistance from the Department of Elementary and Secondary Education in developing and providing such training. Completion of such training shall count as two contact hours of professional development.

## English Language Learners (ELL)

DESE and LEAs share an obligation to ensure that their English Language Learner (ELL) programs and activities comply with the civil rights laws and applicable grant requirements. Title VI prohibits recipients of Federal financial assistance, including DESE and LEAs, from discriminating on the basis of race, color, or national origin. Title VI's prohibition on national origin discrimination requires DESE and LEAs to take "affirmative steps" to address language barriers so that ELL students may participate meaningfully in schools' educational programs.

### **Definitions:**

The term "**Limited English Proficient**," (LEP) when used with respect to an individual, means an individual —

(A) who is aged 3 through 21;

(B) who is enrolled or preparing to enroll in an elementary school or secondary school;

(C) (i) who was not born in the United States or whose native language is a language other than English;

(ii) (I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and

(II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or

(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and

(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual —

(i) the ability to meet the State's proficient level of achievement on State assessments described in section 1111(b)(3);

(ii) the ability to successfully achieve in classrooms where the language of instruction is English; or

(iii) the opportunity to participate fully in society.

"**English for Speakers of Other Languages**" (ESOL) are programs that teach language skills to students from non-English-speaking backgrounds.

**“English Language Learners”** (ELLs) are speakers of other languages who are in the process of learning English. This abbreviation may be used to indicate LEP students.

A **“migratory”** child is defined as a child who is, or whose parent or spouse is, a migratory agricultural worker (including migratory dairy workers and migratory fishers). In order to obtain temporary or seasonal employment in agricultural or fishing work during the preceding 36 months (or to accompany a parent or spouse for such a purpose), a migratory child is someone:

- (1) who has moved from one school district to another
- (2) who has moved from one administrative area to another in a state that is comprised of a single school district
- (3) who resides in a school district of more than 15,000 square miles and who migrates a distance of 20 miles or more to a temporary residence in order to engage in fishing activities.

The LEA’s coordinator for ELL programs is the ELL Coordinator.

The Board directs the ELL coordinator to develop and implement language instruction programs that:

- (1) Identify English Language Learner (ELL) students through the use of a home language survey OR by including home language questions on the school enrollment form. The same assessment methods must be used on all students. If using an enrollment form, the questions should include at least the following:

*Do you use a language other than English?*

*Is a language other than English used at home?*

The Executive Director will develop procedures to ensure that all new and currently enrolled students complete the home language survey or an annual enrollment form, as applicable.

- (2) Assess for English proficiency any student who indicates the use of a language other than English, using a DESE-approved assessment instrument.
- (3) Determine the appropriate instructional environment for ELL students.

*LEAs are responsible for providing an English language instruction educational program that increases the English proficiency and academic performance of all ELL students. The curriculum used must be tied to scientifically based research on teaching ELL students and must have demonstrated effectiveness.*

- (4) Annually assess the English proficiency of ELL students and monitor the progress of students receiving English for Speakers of Other Languages (ESOL) or

bilingual instruction in order to determine their readiness for classrooms not tailored to ELL students.

- (5) Provide parents with notice of and information regarding the English language instruction educational program as required by law. To the extent practicable, the notice and information should be in a language that the parent can understand. Parental involvement will be encouraged and parents will be regularly apprised of their child's progress.

## **Missouri Course Access and Virtual School Program**

### **Section 1. Course Access and Virtual School Enrollment**

As required by Missouri statute, any student under the age of twenty-one in grades kindergarten through twelve shall be allowed to enroll in Missouri course access and virtual school program courses of his or her choice as part of the student's annual course load each year or a full-time virtual school option.

### **Section 2. Costs**

The school shall pay the costs associated with the course or courses if:

The student is enrolled full-time in and has attended, for at least one semester immediately prior to enrolling in the Missouri course access and virtual school program, a public school except if the student has a documented medical or psychological diagnosis or condition that prevented the student from attending a school in the community the previous semester; and

The school approves the student's enrollment in a Missouri course access and virtual school program course or courses. If the school disapproves the student's enrollment, the school shall provide the reason in writing and it shall be for "good cause." The student's family shall be notified they have a right to appeal to the charter school governing body during a governing body meeting. The family of the student shall be given an opportunity to present their reasons for their child or children to enroll in the Missouri course access and virtual school program and the charter school shall provide its "good cause" justification for denial. The family and the charter school shall also provide their reasons in writing and these documents shall be entered into the official minutes of the meeting of the governing body. The charter school governing body shall issue their decision in writing within thirty calendar days and then an appeal may be made to the department of elementary and secondary education. The department of elementary and secondary education shall provide a final enrollment decision within seven calendar days. Good cause shall be defined as "a determination that doing so is not in the best educational interest of the student."

### **Section 3. Notice of Right to Participate**

The school shall inform parents of their child's right to participate in the Missouri course access and virtual school program. There shall be information available in the parent handbook, registration documents and on the school's website.

### **Section 4. Payment to Content Provider**

The school shall pay the content provider directly on a pro rata monthly basis based on the student's completion of assignments and assessments. The school shall not pay more than the market necessary costs but in no case shall pay more than fourteen percent of the state adequacy target as defined in RSMo 163.011, as calculated at the end of the

most recent school year for any single, year-long course and nor more than seven percent of the state adequacy target for any single semester equivalent course.

### **Section 5. A+ Students**

If a student is a candidate for A+ tuition reimbursement, the school shall attribute no less than ninety-five percent attendance to any such student who completed a virtual course.

### **Section 6. Transfer Students**

Pursuant to rules to be promulgated by the department of elementary and secondary education, the school shall allow the following:

If a student transfers into the school while enrolled in a Missouri course access and virtual school program course or full time virtual school, the student shall continue to be enrolled in such course or school.

When a student transfers into the school, credits previously gained through successful passage of approved courses under the Missouri course access and virtual school program shall be accepted by the school.

### **Section 7. Monitoring Student Progress**

The School shall monitor student progress and success, and take into account the department of elementary and secondary education's and provider's recommendations regarding a student's enrollment in the program. The school may terminate or alter the course offering if it is found the course or full-time virtual school is not meeting the educational needs of the students enrolled in the course.

The School shall monitor student progress and success, and course or full-time virtual school quality, and annually provide feedback to the department of elementary and secondary education regarding course quality

## **Braille Instruction**

### **Section 1. Definitions**

For the purpose of this section, student is defined as: any student who has a visual impairment that, even with correction, adversely affects the student's educational performance and who is determined eligible for special education services under the Individuals with Disabilities Act

### **Section 2. Instruction in Braille**

**Section 2.1.** A student shall receive instruction in braille reading and writing as part of their individualized education plan unless the individual education program team determines, after an evaluation of a student's reading and writing media, including an evaluation of the student's future needs for instruction in braille or the use of braille, that instruction in braille or the use of braille is not appropriate.

**Section 2.2.** Instruction in braille reading and writing shall be sufficient to enable each student to communicate effectively and efficiently at a level commensurate with the student's sighted peers of comparable grade level and intellectual functioning.

### **Section 3. Individualized Education Plan**

An individualized education plan shall include:

- (a) How braille will be implemented as the primary mode for learning through integration with normal classroom activities. If braille will not be provided to a child who is blind, the reason for not incorporating it in the individualized education plan shall be documented;
- (b) The date on which braille instruction will commence;
- (c) The level of competency in braille reading and writing to be achieved by the end of the period covered by the individualized education plan; and
- (d) The duration of each session.

## **Physiology Textbook**

### **Section 1. Physiology Textbook**

**Section 1.1.** The school shall use a physiology textbook that contains at one or more chapters on dental hygiene.

**Section 1.2.** The chapter(s) on dental hygiene shall convey the proper knowledge to students on the care, function, and relation of the teeth to the general health.