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*empowering students to direct their own lives and learning*

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# 1- Governance Policies

## 1-1 Bylaws

### 1-1.1 Corporations, Offices, Records

#### **The Corporation**

Kairos Academies is a corporation that is organized under the Missouri Nonprofit Corporation Act. Pursuant to its articles of incorporation.

#### **Offices**

The principal office and location of this corporation shall be at such place in or outside the State of Missouri as may be designated from time to time by the Board of Directors. Other branches or offices may be established at any time by the Board at any place or places.

#### **Registered Office and Registered Agent**

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

#### **Records**

This corporation shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the directors without a meeting, and a record of all actions taken by committees of the Board of Directors. This corporation shall maintain appropriate accounting records.

### 1-1.2 Type of Corporation; Purposes

#### **Type of Corporation**

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

#### **Purposes Stated in Articles**

The purposes of this corporation shall be those nonprofit purposes stated in the articles of incorporation.

### 1-1.3 Directors

#### **Powers**



All corporate powers shall be exercised by or under the authority of, and the affairs of this corporation shall be managed under the direction of, the Board of Directors of this corporation. The Board of Directors shall have and is vested with all and unlimited powers and authorities, except as it may be expressly limited by law, the articles of incorporation or these bylaws, to supervise, control, direct and manage the property, affairs and activities of this corporation, to determine the policies of this corporation, to do or cause to be done any and all lawful things for and on behalf of this corporation, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that (a) the Board of Directors shall not authorize or permit this corporation to engage in any activity not permitted to be transacted by the articles of incorporation or by a corporation organized under the Missouri Nonprofit Corporation Act, (b) none of the powers of this corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of this corporation, and (c) all income and property of this corporation shall be applied exclusively for its nonprofit purposes.

This corporation shall not engage in any activity which may not be engaged in by a corporation which is exempt under SECTION 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal internal revenue laws then in effect.

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. This corporation shall not directly or indirectly participate in, or intervene (including the publishing or distributing of statements) in, any political campaign on behalf of (or in opposition to) any candidate for public office.

No part of the net earnings or other assets of this corporation shall inure to the benefit of any director, officer, contributor, or other private individual, having, directly or indirectly, a personal or private interest in the activities of this corporation, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in this SECTION 3.1.

The school's Board of Directors shall be the governing body charged with the responsibility for the operation of the public charter school. The most notable responsibilities shall be as follows:

- Create and support a clear mission, vision, and performance objectives;
- Review and maintain bylaws;
- Establish, interpret and enforce policies consistent with the mission;
- Ensure fiscal health of the school including capital assets, operating budgets, fundraising, and endowments;
- Adopt the annual financial budget;



- Approve quarterly General Fund and other reports and approve expenditures as required by Board policy;
- Hire, support, manage, and assess the Chief Executive Officer;
- Review reports from the Chief Executive Officer concerning the school's progress;
- Evaluate itself annually and develop itself through orientation, ongoing education, and leadership succession planning;
- Establish strategic plans;
- Comply with Missouri's Sunshine Law by adopting a Sunshine Law policy as required by law and otherwise ensuring the Board and school comply with the provisions of the Sunshine law, Ch. 610, RSMo;
- Ensure all directors are actively involved in the work of the Board and committees;
- Assure compliance with federal and state laws, regulations and rules;
- Assist in developing plans, specifications, and financing deals for school facilities;
- Act as a final appeals Board for personnel, parent, and student grievances;
- Hear communications, either written or oral, from stakeholders related to matters of policy;
- Act as advocates for Kairos Academies and liaisons between the community and school;
- Meeting the terms, goals, and objectives set forth in the charter agreement; and
- Meeting the legislative intent of raising student achievement and shall ensure the school operates in a fiscally responsible manner evidenced by an unqualified audit annually.

### **Number and Qualifications**

The directors of this corporation shall be no less than three five in number, although the board will make best efforts to maintain seven or more members. All directors must be natural persons. As specified by state law (160.400.15 RSMO), no director of the Board shall hold any other office or employment from the Board while serving as a director of the Board; no director of the Board shall have any substantial interest (see SECTION 105.450 RSMo for a definition) in any entity employed by



or contracting with the Board; no director of the Board shall be an employee of a company that provides substantial services to the charter school. Any person who does not meet the requirements of state law may not serve as a director.

### **Election and Terms of Office**

At the time of the first meeting, half of the directors shall be elected to a term ending at the third annual meeting, half to a term ending at the fourth annual meeting. Subsequently, directors shall be elected to terms of three years unless removed from the Board by a vote of the directors or due to resignation of a director. A person so elected as a director shall serve until the term of director's successor (which may be the selfsame director) commences, or until such director's earlier death, incapacity, disqualification, resignation or removal. At every following annual meeting of the directors thereafter, as the first order of business of the meeting, new directors shall be elected by the Board to succeed those directors whose terms expire with such annual meeting. Directors may also be elected at any special meeting of the Board held for that purpose. Directors may be elected for successive terms, but no director shall serve for more than thirty full years. New directors may be nominated by any director and must receive an affirmative vote from a simple-majority of the Board in attendance. To install the nominee to the Board, directors in attendance must vote a simple majority in the affirmative to approve.

### **Commencement of Term of Office**

The term of office of a person elected a director shall not commence until the time the person accepts the office of director either by a written acceptance or by participating in the affairs of this corporation at a meeting of the Board of Directors or otherwise.

### **Vacancies**

Vacancies on the Board of Directors resulting from the death, resignation, removal, incapacity or disqualification of a director, or by reason of an increase in the number of directors or the failure of an elected director to accept the office of director, may be filled by a majority vote of the remaining members of the Board of Directors (even though the directors remaining in office constitute fewer than a quorum) at any annual meeting or at a special meeting called for that purpose. A director elected to fill a vacancy shall meet any qualifications set forth in these bylaws, and shall serve for the unexpired term of such director's predecessor and until the term of office of such director's successor has commenced.

### **Compensation**

No director shall receive compensation from this corporation for any service such person may render to it as a director. However, a director may be reimbursed for such director's actual expenses reasonably incurred in attending meetings and in rendering service to this corporation in the administration of its affairs. All requests of expense reimbursement shall be subject to approval by the Chair of the Finance Committee, provided however that expense reimbursements for the Chair of the Finance Committee will be approved by the President of the Board. All reimbursements will be appropriately recorded and logged in the books of the Corporation.



## **Committees**

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors and shall have and exercise the authority of the Board in the management of this corporation to the extent provided in the designating resolution. Other committees not having the authority of the Board of Directors in the management of this corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each such committee shall have such duties and authority as are from time to time delegated to it by the Board of Directors.

Committees of the Board of Directors and members of such committees are governed by SECTION 6 of these bylaws with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements; provided, however, that no committee shall be required to hold an annual meeting and provided, further, that a majority of the number of persons serving on a committee immediately before a meeting begins shall constitute a quorum for the transaction of business at such meeting of such committee.

All committees so appointed shall, unless otherwise provided by the Board of Directors in the case of committees not having the authority of the Board of Directors, keep regular minutes of the transactions of their meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of this corporation and shall report the same to the Board of Directors at or prior to its next meeting. The secretary or an assistant secretary of this corporation may act as secretary of any such committee if the committee so requests. Each committee shall be entitled to a Standing Report at any regular meeting of the Directors.

A committee of the Board may not:

- (a) authorize distributions to directors, officers, agents or employees except in exchange for value received;
- (b) approve or recommend to the Board dissolution, merger or the sale, pledge or transfer of all or substantially all of this corporation's assets;
- (c) unless otherwise stated in these bylaws or the articles of incorporation, elect, appoint or remove directors or fill vacancies on the Board or on any of its committees; or
- (d) adopt, amend or repeal the articles of incorporation or these bylaws.

## **Resignation**

Any director may resign from the Board of Directors by delivering a written notice thereof to the Board of Directors, its presiding officer, to the president or secretary of this corporation, or to the Chief Executive Officer. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice. If the resignation is effective at a future time, a successor may be elected before such time, to take office when the resignation becomes effective.



## **Removal**

The Board may, without cause, remove one or more directors. A director may only be removed if the number of votes cast to remove the director would be sufficient to elect the director at an appropriate meeting. A director may be removed only at a meeting called for the purpose of such removal. The meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

## **Finance Committee**

The Board shall appoint a finance committee that will oversee and will report to the Board: (i) the Corporation's selection, contract negotiation, and proposed retention of an appropriate third party auditing firm to work with the Corporation; (ii) the Corporation's preparation of annual financial statements using generally accepted accounting principles; (iii) the annual audit of the Corporation in accordance with SECTION 160.405.4(4) of the Revised Statutes of Missouri and Government Auditing Standards issued by the Comptroller General of the United States; (iv) the Corporation's development of appropriate financial control and risk systems for non-profit organizations of its size and purpose; and (v) the Corporation's monitoring of its financial and risks procedures.

## **Executive Committee**

By a vote of the majority of the directors in the affirmative, the Board of Directors may create an executive committee comprised of at least one-fourth of the total number of directors. This committee shall have and exercise the authority of the Board of Directors between official meetings, except that the executive committee shall not take such actions that will affect general policy of administration or education of Kairos; nor shall it have the authority to approve the budget or finances beyond ten percent of the total expenditure budget; nor shall it have the authority to elect, rehire, or remove a director or officer. Minutes of the executive committee meetings shall be distributed to each member of the Board prior to a full Board meeting, and all resolutions of the executive committee must be approved and adopted by a simple-majority vote in the affirmative of all directors at the following meeting of the Board.

## 1-1.4 Meetings of the Board of Directors

### **Annual Meeting**

An annual meeting of the Board of Directors shall be held on the second Thursday in June of each year, commencing in 2018, if not a legal holiday, and if a legal holiday, then on the next business day following or on such other date as the Board of Directors may specify.

### **Regular Meetings**

In addition to the annual meeting, the Board of Directors may hold regular meetings at such time and place as may be determined from time to time by resolution of the Board. Notice of a regular meeting will be given in accordance with the Missouri Sunshine Law. Any business may be transacted at a regular meeting.



## Special Meetings

Special meetings of the Board of Directors may be called by the chairman of the Board, by the president or by at least 20 percent of the directors to be held at any time and for any purpose or purposes. Special meetings shall be held at the principal office of this corporation or at such place or places, within or without the State of Missouri, as the Board of Directors shall have determined.

## Notice of Meetings

- (a) Written notice of each special meeting of the Board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be provided to each director by the officer or directors calling the special meeting and shall be given and effective at least 48 hours before the day on which the meeting is to be held. When it is necessary to hold a meeting on less than 48 hours' notice, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.
- (b) Whenever notice is required to be given to a director, such notice shall be mailed, sent by facsimile, emailed, posted on an electronic message Board or network designated for such communications, or personally delivered to such director. Such notice shall be deemed given and effective on the date determined in accordance with SECTION 10 of these bylaws.
- (c) Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

## Quorum

Unless otherwise required by law or provided elsewhere in these bylaws, the presence of a majority of the directors in office immediately before a meeting begins shall be requisite for and shall constitute a quorum for the transaction of business at all meetings; provided, however, that in no event shall fewer than two directors constitute a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be valid as the act of the Board of Directors except in those specific instances in which a larger vote may be required by law, by the articles of incorporation or by these bylaws.

## Adjournment



If the quorum specified above should not be present at any such meeting, but at least one-third of the directors in office are present, the directors present shall have power successively to adjourn the meeting, and to act as a quorum for such limited purpose, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted that could have been transacted at the original session of the meeting.

### **Voting**

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

### **Meetings by Conference Telephone or Similar Communications Equipment**

Members of the Board of Directors of this corporation may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

## **1-1.5 Officers**

### **General**

The officers of this corporation shall be a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the Board of Directors may elect, including but not limited to a chairman of the Board of Directors, assistant secretaries and assistant treasurers. The chairman of the Board, if any, and the president shall be elected from among the members of the Board of Directors and shall at all times while holding such office be a member of the Board of Directors. The same person may simultaneously hold more than one office in this corporation.

The officers shall be first elected by the Board of Directors named in the articles of incorporation at the first meeting of the Board, to serve at the pleasure of the Board until the first annual meeting of the Board of Directors or until their earlier death, incapacity, disqualification, resignation or removal. At the first and each subsequent annual meeting of the Board of Directors, the newly elected Board shall elect officers to serve at the pleasure of the Board until the next annual meeting of the Board or until their earlier death, incapacity, disqualification, resignation or removal.

Each officer of this corporation who is not reelected at the annual meeting of the Board next succeeding such officer's election and at which any officer of this corporation is elected shall be deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election.

The election of an officer does not itself create contract rights.

### **Resignation**



An officer may resign by delivering a written notice thereof to this corporation. Such resignation shall be effective when such notice is delivered, unless a future effective date is specified in the notice.

### **Removal**

Any officer or any employee or agent of this corporation may be removed or discharged for any lawful purpose by the Board of Directors at any time with or without cause, but such removal or discharge shall not affect the contract rights, if any, of the person so removed or discharged.

### **Vacancies**

Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of this corporation shall be filled by the Board of Directors at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board or until such person's earlier death, incapacity, disqualification, resignation or removal.

### **Delegation of Authority**

The Board of Directors may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer or to any agent or employee of this corporation or other responsible person. In the event of such delegation, the officer from whom any such function, power, duty or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

### **The President**

Unless the Board otherwise provides, the president shall be the chief executive officer of this corporation and shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation, and the president shall carry into effect all directions and resolutions of the Board. The president shall preside at all meetings of the Board of Directors at which the president may be present. If the Board of Directors does not appoint an Chief Executive Officer pursuant to SECTION 8 of these bylaws or upon the death or during the absence, disability, or inability or refusal to act of any Chief Executive Officer so appointed, the president may exercise all of the powers and perform all of the duties of the Chief Executive Officer.

The president may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of this corporation, may cause the seal to be affixed thereto, and may execute all other contracts and instruments for and in the name of this corporation.

Unless otherwise specifically provided by the Board of Directors, the president shall have the right to participate in any meeting of any committee of the Board of Directors, whether or not the president is a member of such committee; provided, however, that unless the Board of Directors otherwise directs, the president shall not be entitled to vote at, and shall not be counted for purposes of



determining whether a quorum is present at, any meeting of a committee of which the president is not a member.

At each annual meeting of the directors, the president (together with the treasurer) shall report on the activities and financial condition of this corporation.

The president shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws or by the Board of Directors.

### **Vice Presidents**

Any vice president, if elected, shall work in cooperation with the president and shall perform such duties as the Board of Directors may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act of the president, the vice president (in order of seniority if there is more than one vice president) shall be vested with all the powers and perform all the duties of the office of president until the Board otherwise provides. In the instance that no vice president exists, and in the absence of the president, the secretary shall assume duties of the president until the Board otherwise provides.

### **The Secretary**

The secretary shall attend the meetings of the Board of Directors and shall prepare or cause to be prepared minutes of all proceedings at such meetings and shall preserve them in the minute book of this corporation to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by any such committee. In addition, the secretary shall have the following duties:

- (a) act as custodian of all the books, papers and records of this corporation and authenticate records of this corporation;
- (b) furnish the Board, upon request, a full, true and correct copy of any book, paper or record in the secretary's possession;
- (c) act as custodian of the seal of this corporation and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;
- (d) give or cause to be given notice of the meetings of the Board of Directors, but this shall not lessen the authority of others to give such notice as provided in these bylaws;
- (e) exercise and discharge the general duties, powers and responsibilities of a secretary of a corporation; and
- (f) exercise and discharge such other or further duties or authority as may be prescribed elsewhere in these bylaws or from time to time by the Board of Directors.

### **The Treasurer**

The treasurer shall have supervision and custody of all moneys, funds and credits of this corporation and shall cause to be kept full and accurate accounts of the receipts and disbursements of this



corporation in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this corporation as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this corporation in such accounts and depositories as may be designated by the Board of Directors. The treasurer shall disburse or permit the disbursement of funds of this corporation in accordance with the authority granted by the Board of Directors. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board of Directors to the custody of any other person or corporation, or the supervision of which is delegated by the Board to any other officer, agent or employee. The treasurer shall administer or cause to be administered Kairos funds in accordance with federal and state guidelines, including the Code of Federal Regulations, Uniform Grant Guidance (OMNI), and Education Department General Administrative Regulations (EDGAR).

The treasurer shall render to the president, the Chief Executive Officer or the Board of Directors, whenever requested by any of them, a report on all financial transactions of this corporation and the financial condition of this corporation.

At each annual meeting of the directors, the treasurer (together with the president) shall report on the activities and financial condition of this corporation.

The treasurer shall be bonded at this corporation's expense if the Board of Directors so requires.

The treasurer shall have the general duties, powers and responsibilities of a treasurer of a corporation, shall be the chief financial and accounting officer of this corporation and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board of Directors.

#### **Assistant Secretary and Assistant Treasurer**

Each assistant secretary or assistant treasurer, if any, in order of their seniority, in the event of the death or during the absence, incapacity, inability or refusal to act of the secretary or treasurer, respectively, shall perform the duties and exercise the powers of said respective officers until the Board provides otherwise and shall perform such other duties as the directors may from time to time prescribe.

#### **1-1.6 Chief Executive Officer**

The Board of Directors may appoint a person or persons to exercise all of the powers and perform all of the duties set forth in this SECTION 8 and shall designate such person(s) so appointed as the Chief Executive Officer. The Chief Executive Officer shall have such general powers and duties of supervision and management as are usually vested in the office of the chief administrative officer of a corporation, and such person shall carry into effect all directions and resolutions of the Board. The Chief Executive Officer shall direct the day to day affairs of this corporation including supervising all employees of this corporation, reporting to the Board of Directors any violation of the rules and



regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the Board of Directors and reporting thereon whenever so requested by the Board of Directors. The Chief Executive Officer shall be directly responsible to the Board and shall report directly to the Board.

The Chief Executive Officer shall cause to be prepared and shall submit to the Board for its approval an annual budget and all supplements thereto for each fiscal year. The Chief Executive Officer shall submit to the Board of Directors at its annual meeting a report summarizing the operations and affairs of this corporation and its activities during the preceding year and setting forth the plans, programs or projects for future development, with such suggestions and recommendations as such officer shall deem appropriate. The Chief Executive Officer shall also make such reports to the Board of Directors as may be appropriate, or which may be required by these bylaws, or by the Board.

The Chief Executive Officer shall have the power to employ, remove and suspend all agents and employees not elected or appointed by the Board of Directors, to determine the duties and responsibilities of such persons, to create such titles for such persons as such officer may deem desirable to enable them to execute their duties and responsibilities, and to fix and change the compensation of such persons.

The Chief Executive Officer may be invited to participate in any meeting of the Board of Directors and any committee thereof, whether or not a member thereof; provided, however, that the Chief Executive Officer shall not be entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of (i) the Board of Directors, if the Chief Executive Officer is not a director, or (ii) a committee, if the Chief Executive Officer is not a member of such committee.

The Chief Executive Officer shall be bonded at this corporation's expense if the Board of Directors so requires.

The Chief Executive Officer shall have such other or further duties and authority as may be prescribed elsewhere in these bylaws or the rules and regulations (if any) or from time to time by the Board of Directors.

In the event of the death or during the absence, incapacity, or inability or refusal to act of the Chief Executive Officer, the Board of Directors or president shall designate some other person to exercise, and in the absence of such designation the president may exercise, all of the powers and perform all of the duties of the Chief Executive Officer.

## 1-1.7 General Provisions

### **Depositories and Checks**



The moneys of this corporation shall be deposited in such manner as the directors shall direct in such banks or trust companies as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

### **Bonds**

Any officer or employee handling money of this corporation shall be bonded at this corporation's expense if the Board of Directors so requires.

### **Custodian of Securities**

The Board of Directors may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by this corporation, and to exercise in respect thereof such powers as may be conferred by resolution of the Board of Directors. The Board of Directors may remove any such custodian at any time.

### **Annual Audit**

The Board of Directors shall direct an annual audit of the books of account and financial records of this corporation be performed by an independent accounting firm.

### **Absence of Personal Liability**

The directors of this corporation are not, as such, personally liable for the acts, debts, liabilities or obligations of this corporation.

### **Indemnification of Directors and Officers.**

#### **(a) Indemnification in Actions by Third Parties**

This corporation shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (other than an action by or in the right of this corporation) by reason of the fact that such person is or was serving in an Indemnifiable Capacity (as hereinafter defined) against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by this corporation in accordance with paragraph (d) of this SECTION 7.6, which approval shall not be unreasonably withheld), attorneys' fees, ERISA excise taxes or penalties, fines and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that this corporation shall not be required to indemnify or advance expenses to any such person seeking



indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized by the Board of Directors of this corporation. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

**(b) Indemnification in Derivative Action**

This corporation shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of this corporation to procure a judgment in its favor by reason of the fact that such person is or was serving in an Indemnifiable Capacity against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by this corporation in accordance with paragraph (d) of this SECTION 7.6, which approval shall not be unreasonably withheld) and all expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of this corporation, except that no indemnification under this paragraph (b) shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to this corporation unless and only to the extent that the court in which the action, suit or proceeding was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Any indemnification under paragraph (b) or advancement of expenses in connection with an action by or in the right of this corporation shall be reported to the directors to the extent and in the manner required by the Missouri Nonprofit Corporation Act.

**(c) Indemnification for Success on the Merits or Otherwise**

Notwithstanding the other provisions of this SECTION 7.6, to the extent that a person who is or was serving in an Indemnifiable Capacity has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) or (b) of this SECTION 7.6 (including without limitation the dismissal of any such action, suit or proceeding without prejudice or the settlement of such action, suit or proceeding without admission of fault or liability), or in defense of any claim, issue or



matter therein, such person shall be indemnified against amounts approved by this corporation to be paid in settlement of any such action, suit or proceeding and against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. For purposes of this paragraph (c) of this SECTION 7.6, references to "this corporation" shall include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this paragraph (c) of this SECTION 7.6 with respect to the resulting or surviving corporation as such person would have if such person had served the resulting or surviving corporation in the same capacity.

(d) **Determination of Right to Indemnification**

Prior to indemnifying a person pursuant to the provisions of paragraphs (a) or (b) of this SECTION 7.6, unless ordered by a court and except as otherwise provided by paragraph (c) of this SECTION 7.6, this corporation shall determine that such indemnification is proper because such person has met the specified standard of conduct entitling such person to indemnification as set forth under paragraphs (a) or (b) of this SECTION 7.6. Any determination that a person shall or shall not be indemnified under the provisions of paragraphs (a) or (b) of this SECTION 7.6 shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion and such determination shall be final and binding upon this corporation; provided, however, that in the event such determination is adverse to the person to be indemnified hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against this corporation to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. For the purposes of such court action, an adverse determination as to the eligibility of a person for indemnification made pursuant to any of clauses (i), (ii) or (iii) of this paragraph (d) shall not constitute a defense to such action nor create a presumption regarding such person's eligibility for indemnification hereunder. If such court action is successful and the person is determined to be entitled to such indemnification, such person shall be reimbursed by this corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).



(e) **Advancement of Expenses**

Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by this corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by this corporation. Notwithstanding the foregoing, no advance shall be made by this corporation if a determination is reasonably and promptly made by (i) the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding for which the advancement is requested, or (ii) if a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the directors of this corporation, that, based upon the facts known to the Board, counsel or directors of this corporation at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interest of this corporation, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event shall any advance be made in instances where the Board or independent legal counsel reasonably determines that such person deliberately breached such person's duty to this corporation.

(f) **Non Exclusivity**

The indemnification and, to the extent permitted by the laws of the State of Missouri, the advancement of expenses provided by this SECTION 7.6 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under Mo. Rev. Stat. SECTION 537.117, under any other provision of law, under the articles of incorporation or these bylaws or under any agreement, or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which this corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this SECTION 7.6 shall continue as to a person who has ceased to serve in an Indemnifiable Capacity and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

(g) **Insurance**

This corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, agent or employee of this corporation, or is or was serving at the request of this corporation as a director, officer, agent or employee of any Other Enterprise, against any liability asserted against such person and incurred by such



person in any such capacity, or arising out of such person's status as such, whether or not this corporation would have the power to indemnify such person against such liability under the provisions of this SECTION 7.6.

(h) **Vesting of Rights**

The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained for, contractual condition of such person's serving or having served in an Indemnifiable Capacity and while this SECTION 7.6 may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this SECTION 7.6 with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

(i) **Definition of "This Corporation"**

For purposes of this SECTION 7.6, other than paragraph (c) of this SECTION 7.6, references to "this corporation" shall, if and only if the Board of Directors shall determine, include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers or persons serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this SECTION 7.6 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(j) **Certain Definitions (for purposes of this SECTION 7.6)**

- (i) References to serving in an "Indemnifiable Capacity" shall mean service by a person as a director or officer of this corporation or service by a person at this corporation's request as a director, officer, employee or agent of any Other Enterprise (as hereinafter defined);
- (ii) References to "Other Enterprises" or "Other Enterprise" shall include without limitation any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;
- (iii) References to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan;



- (iv) References to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross claim or counterclaim;
- (v) References to "serving at the request of this corporation" shall include any service as a director, officer, employee, or agent of a corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries;
- (vi) A person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of this corporation";
- (vii) Unless the Board of Directors of this corporation shall determine otherwise, any director or officer of this corporation who shall serve as a director, officer, employee, or agent of any Other Enterprise of which this corporation, directly or indirectly, is a shareholder or creditor, or in which this corporation is in any way interested, shall be presumed to be serving as such director, officer, employee, or agent at the request of this corporation; and
- (viii) In all other instances where any person shall serve as a director, officer, employee, or agent of any Other Enterprise, if it is not otherwise established that such person is or was serving as such director, officer, employee, or agent at the request of this corporation, the Board of Directors of this corporation shall determine whether such person is or was serving at the request of this corporation, and it shall not be necessary to show any actual or prior request for such service, which determination shall be final and binding on this corporation and the person seeking indemnification.

(k) **Severability**

If any provision of this SECTION 7.6 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this SECTION 7.6 and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any person who is or



was serving in an Indemnifiable Capacity is entitled under any provision of this SECTION 7.6 to indemnification by this corporation for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, this corporation shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

### **Purpose and Dissolution**

Kairos Academies is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under SECTION 501(c)(3) of the Internal Revenue Code, or the corresponding SECTION of any future federal tax code.

Upon the dissolution of Kairos Academies, school assets will first be utilized for the purpose of student relocation, record distribution and retention, and payment of outstanding debt. Any remaining, un-obligated, state-funded assets shall be returned to the Department of Elementary and Secondary Education for their disposition. Any remaining, federally funded assets of the school shall be disposed of in accordance with federal statutes, regulations, and guidelines. Any remaining other assets, including those acquired through documented donations, gifts or grants or other sources, shall be disposed of upon dissolution of Kairos Academies in accordance with the articles of incorporation of Kairos Academies and the Missouri Nonprofit Corporation Act.

### **1-1.8 Notice**

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

- (a) when received by the director being notified;
- (b) five days after deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed;
- (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; and
- (d) 30 days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with other than first class, registered or certified postage affixed.



- (e) at the timestamp on email or otherwise in an electronic exchange on a forum designated for that purpose.

Written notice is correctly addressed to a director if addressed to the director's address, email address, or other contact information shown on this corporation's current records.

## 1-1.9 Fiscal Year

The Board of Directors shall have the power to fix and from time to time change the fiscal year of this corporation. In the absence of action by the Board of Directors, however, the fiscal year of this corporation shall begin on the first day of each July and end on the last of day of June of the following year.

## 1-1.10 Amendments

Except as otherwise specifically provided in these bylaws, the bylaws of this corporation may be amended or new bylaws adopted by a majority of the voting power (as defined in SECTION 355.066 of the Missouri Nonprofit Corporation Act). For any bylaw amendment that does not relate to the number of directors, the composition of the Board, the term of office of the directors or the method or way in which directors are elected or selected, such bylaw amendment shall also be approved by the Board of Directors. This corporation shall keep at its principal office a copy of the bylaws, as amended, which shall be open to inspection by any Board member at all reasonable times during office hours.

## 1-1.11 Open Meetings and Records

The Board of Directors shall ensure that it and the charter school operate in compliance with the Missouri Sunshine Law, Chapter 610, RSMo, regarding public meetings and public records.

SECTION 610.028, RSMo, requires that a body subject to the law adopt a reasonable written policy in compliance with SECTION s 610.010 to 610.030, RSMo. The Board shall adopt an initial Sunshine Law Policy as required by law, and thereafter, the Chief Executive Officer is delegated the authority to make modifications to the policy, or to adopt more detailed policies, with notice to the Board of Directors. The Chief Executive Officer shall, at least annually, review the policy or policies to ensure they continue to ensure compliance with the Missouri Sunshine Law, due to possible legislative changes or court decisions.

The Board of Directors shall review and become familiar with the Sunshine Law and its requirements, and may do so by reference to the Missouri Attorney General's web pages or publications on the same.



The Chief Executive Officer and any persons designated to handle public records requests shall also review and become familiar with the Sunshine Law and its requirements, and may do so by reference to the Missouri Attorney General's web pages or publications on the same.

## 1-1.12 Nondiscrimination Policy

No person affiliated with the Corporation in any capacity shall be discriminated against on the basis of race, color, sex, gender, gender identity, national or ethnic origin, sexual orientation, handicap, disability, or any other category of person protected by state and/or federal law. Kairos will welcome and admit all students of any race, color, or national or ethnic origin and all students are provided all rights, privileges, programs, and activities generally accorded or made available to any other student at the school. Kairos Academies does not discriminate on the basis of race, color, or national or ethnic origin in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic or other school-administered program.



# 1-2 Board Conduct

## 1-2.1 Board Authority Over Individual Authority

Authority of the Board rests only with the Board as a whole and not with any individual Board member unless expressly provided for in the Board's bylaws and/or through Board resolution. As such, each member shall act accordingly.

The Board vests authority for management of the school in the Chief Executive Officer and in good faith shall not undermine the authority of the Chief Executive Officer or intrude into responsibilities that appropriately belong in the scope of management, including, but not limited to such functions as hiring, transferring, or dismissing employees.

The Board shall make reasonable efforts to keep the Chief Executive Officer informed of concerns or specific recommendations that any member of the Board may bring forth to the Board as a whole or a committee of the Board.

The Board shall honor the established protocol and respective policy related to student, parent, or staff grievances.

## 1-2.2 Duties and Responsibilities

Board members shall reflect through action that his or first utmost concern is for the welfare of the students served by the school.

Each member shall work diligently to uphold the mission of the school, to be an ambassador in the community for the school, and support the appropriate and efficient use of resources, including financial and human capital.

Each Board member shall uphold and enforce laws, rules, regulations, and other mandates pertaining to public charter schools.

## 1-2.3 Accountability to Stakeholders and Community Relations

Board members shall at all times maintain transparency in matters protected by law and shall endeavor to provide information in a timely, concise, and relevant manner to all stakeholders.

Each Board member shall be a positive ambassador for the school in the community and shall seek partnerships that enhance the school's programs, services, and resources.



Board members shall regularly and systematically communicate information to stakeholders including, but not limited to academic achievement and fiscal health of the school.

Board members shall, in a timely manner, communicate to the Board or the Kairos Academies expressions of public reaction to Board policies and school programs.

#### 1-2.4 Policy Development

Board members shall regularly review and revise the Board policies that improve the programs, services, safety, and practices of the school.

Each Board member shall make policy related decisions only after full discussion at publicly held Board meetings following an established policy or procedure formally adopted by the Board.

#### 1-2.5 Board Meetings

To ensure proper execution of duties and active engagement in the work of the Board, Board members shall attend no less than 75% of all Board meetings and functions sponsored by the Board. Failure to do so may result in dismissal from the Board, according to the Board President's discretion.

To ensure proper execution of duties and active engagement in the work of the Board, Board members shall attend all meetings fully prepared to actively discuss and deliberate on matters requiring Board attention or resolution. This extends to fully reviewing all documentation provided in advance of Board meetings including meeting agendas, minutes, and attached documentations supporting Board discussion or action.

Board members shall maintain confidentiality of all discussions and other matters pertaining to Board business during executive sessions of the Board or related to matters or information protected by law.

Each member shall in good faith make decisions related to the greater good as opposed to any particular segment or group.

After casting a vote on any issue, each member agrees to abide by and support all majority decisions of the Board.

#### 1-2.6 Personnel

Board members shall only consider employment of personnel after receiving and fully considering the recommendation of the Chief Executive Officer.



Consideration for employment of the Chief Executive Officer shall be made based on the needs and interests of the school. Decisions shall be made based on qualifications, experience, philosophy, verifiable performance, and fiscal feasibility related to compensation. All hiring decisions shall be made in accordance with the Equal Opportunity Employment Act and shall not be made based upon race, gender or national origin or other factors prohibited by law.

## 1-2.7 Board Member Conduct

Each Board member shall conduct him or herself publicly in a manner befitting a public official and shall remember that personal actions and behavior reflect upon the school.

Members shall communicate with fellow Board members, staff, parents, and community members in a respectful, professional manner at all times.

Each member shall refrain from any private action which would compromise the integrity, honor, function, or reputation of the Board or the school.



# 1-3 Sunshine Law (Chapter 610) Policy

## 1-3.1 Resolution

WHEREAS, Section 610.023.1, RSMo, provides that a public governmental body is to appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request; and

WHEREAS, Section 610.026, RSMo, sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records; and

WHEREAS, Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.

## 1-3.2 Now, therefore, be it resolved...

1. that the Board Secretary be and hereby is appointed custodian of the records of Kairos Academies.
2. that said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.
3. that the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided:
  - a. 10 cents per page for paper copies 9 by 14 or smaller, plus the product of (a) the time required by any staff member involved to respond to, research, and produce requested records and (b) the hourly wage of those staff members.
4. that it is the public policy of Kairos Academies that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law.
5. that Kairos Academies hereby closes all public records to the extent required by law.
6. that Kairos Academies shall comply with sections 610.010 to 610.030, RSMo, the Sunshine Law, as now existing or hereafter amended.



## 1-4 Nepotism

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

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.



## 1-5 Prohibited Expenditures

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

Section 1. No officer, employee, or agent of Kairos Academies 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 Kairos Academies may direct public funds to any committee supporting or opposing a ballot measure or candidate.

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



# 1-6 Conflict of Interest

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

## **Article I- Purpose**

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

## **Article II- Definitions**

### **1. Interested Person**

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

### **2. Financial Interest**

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

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

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

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



## **Article III- Procedures**

### **1. Duty to Disclose**

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

### **2. Determining Whether a Conflict of Interest Exists**

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

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

- a. No member of the Board shall hold any other office or employment from the board while serving as a member of the board.
- b. No member of the board shall have any substantial interest (see §105.450 RSMo) in any entity employed by or contracting with the board.
- c. No member of the board shall be an employee of a company that provides substantial services to the charter school.

### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.



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

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

#### **4. Violations of the Conflicts of Interest Policy**

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

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

#### **Article IV- Records of Proceedings**

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

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

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

#### **Article V- Compensation**



1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
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 governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI- Annual Statements**

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

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII-Periodic Reviews**

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

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### **Article VIII- Use of Outside Experts**



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



## 2- Finance Policies

### 2-1 Annual Operating Budget Policy

#### 2-1.1 Budget Process

##### **Oversight**

The Chief Executive Officer or their designee will ensure that Kairos Academies follows a budgeting process that is consistent with the requirements of federal and Missouri statutes, State Board of Education Rules and Regulations and any other applicable laws or rules.

##### **Needs Assessment**

Each year before the annual operating budget is drafted, the Head of Finance or their designee shall ensure that a needs assessment of Kairos Academies is drafted and finalized by the Chief Executive Officer, Head of Finance, and other individuals as designated by the board or Chief Executive Officer.

##### **Budget Development**

Each year the Chief Executive Officer or their designee is required to submit to the Board for consideration a detailed annual budget showing estimates of income and expenditures for the ensuing fiscal year, to start July.

##### **Adoption**

The Board shall formally adopt the budget in an open meeting held in accordance with the Board's bylaws by June 30, according to statutory provisions, and before the expenditure of any funds. By law, the approved estimated expenditures for each fund cannot exceed the estimated revenues to be received plus the unencumbered beginning cash balance for the fund.

##### **Minutes**

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

##### **Post-Adoption**

After the beginning of the fiscal year (July 1), the Chief Executive Officer and Head of Finance shall review with the Board the adopted budget in relationship to the beginning cash balances for each fund.

#### 2-1.2 Fiscal Compliance

The Chief Executive Officer shall ensure that Kairos Academies complies with all state and federal laws and rules concerning the budget and related processes of the school.



## 2-2 Bank Procedures Policy

### 2-2.1 Bank Accounts

#### **Authority to Open Bank Accounts**

The Kairos Academies Board President, Board President, Chief Executive Officer, and Head of Finance have the authority to open a business checking account and a business operating account on behalf of Kairos Academies to be used to hold the school's assets.

#### **Selecting Banking Institutions**

Kairos Academies may utilize a request for proposals or another method for seeking competitive bids for banking services. The Board will adopt a resolution at a board meeting held in accordance with its bylaws to designate the financial institution that the school will use for its banking transactions. Once the resolution has been adopted, the Chief Executive Officer has the authority to enter into an agreement with the selected financial institution.

### 2-2.2 Checks

#### **Authorization of Checks Over \$10,000**

Any authorized check drafted on the school's designated bank account over \$10,000 shall require authorization from the Board Treasurer. The following officers and staff are authorized to sign checks from the bank account on behalf of the school: Board President, Board Treasurer, Chief Executive Officer, or Head of Finance. Each check must be completed in its entirety before it is signed by either party.

#### **Checks Received**

Checks received shall be endorsed "for deposit only" and deposits should be made cyclically by someone other than the person who received the deposit.

#### **Check, or Direct Deposit, Requests**

Services or products rendered, reimbursement requests with original receipts, or mileage reimbursements may receive payment with a check or direct deposit. A request form must be completed by the requestor and approved by the Head of Finance or their designee .

#### **Checks Payable to Cash**

Checks payable to cash for any reason are prohibited.

### 2-2.3 Mail Procedures

#### **Opening Mail and Tracking Checks**



A staff member should receive the mail, open it, and list all checks on a daily collection report. 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.

#### **Oversight for Checks Received**

A second staff member should receive the checks and daily collection report or receipt book from the person opening the mail.

### 2-2.4 Bank Reconciliations

#### **Segregation of Duties**

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

#### **Bank Reconciliations**

Chief Executive Officer or Chief Executive Officer's designee is responsible for bank reconciliations at least once per cycle. Bank statements should be delivered to the Chief Executive Officer or Chief Executive Officer's designee unopened.

### 2-2.5 Credit Card Procedures

It is the policy of Kairos Academies that credit card use shall be limited and only the following employees or board members are authorized to use credit cards for school business expenditures: Board Chair, Board Treasurer, Chief Executive Officer, and Head of Finance. Kairos Academies will not use debit cards. Total credit card balance will not exceed \$10,000.

Employees issued a credit card must receive prior documented approval from the Head of Finance 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.



## 2-3 Cash Management Policy

### **Documentation**

All cash transactions shall be recorded in writing, and signed and dated by the Head of Finance or their designee who has the authority to receive cash on behalf of Kairos Academies.

### **Depositing Cash**

The Chief Executive Officer or their designee shall be responsible for depositing cash in Kairos Academies bank account. The Chief Executive Officer or their designee will only be responsible for depositing the cash into the bank account, and will be segregated from the duty of receiving the cash on behalf of the school. Deposits shall be made at a minimum once per cycle. 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 within one day of when the deposit is made.

### **Expenditures**

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

### **Segregation of Duties**

There will be segregation of duties between individuals responsible with regard to the handling of all money transactions including reconciliation.

### **Petty Cash**

Petty cash shall be maintained in a locked box designated by the Chief Executive Officer or their designee. All disbursements from petty cash shall be documented in writing. Receipts from purchases made with petty cash shall be remitted to the Head of Finance or their designee as soon as practicable. Petty cash funds shall not be used to cash checks.



## 2-4 School Accounting System Policy

### 2-4.1 Fiscal Year

Kairos Academies adopts a fiscal year that begins on the first day of July and ends on the thirtieth day of the following June.

### 2-4.2 Financial Accounting

Kairos Academies will adhere to the accounting guidelines of the Missouri Department of Elementary and Secondary Education.

#### **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. Records will be maintained as long as required by IRS regulations, federal grant requirements, audit requirements, and, if applicable, other legal needs.

#### **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.

#### **Source Documentation**

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

#### **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.

#### **Account Code Structure**

All charter schools must use the account code structure as described in the Missouri Department of Education's Chart of Accounts.



## 2-5 Audit and Financial Statements Policy

### 2-5.1 Annual Audit

#### **Annual Audit**

Annually, the books and accounts of Kairos Academies will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. The Chief Executive Officer shall place before the Board the matter of retaining a certified public accountant. The auditor shall be selected by the Board. The audit shall be presented to the Board for examination and approval.

#### **Board Action**

Once the Board of Kairos Academies receives the final report, it must vote to accept the contents of the audit at either its next regularly called meeting or at a special meeting called in accordance with the Board's bylaws.

#### **Submission to Sponsor**

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

### 2-5.2 Annual Financial Statement

#### **Drafting Financial Statement**

The Head of Finance 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.

#### **Submission to Sponsor**

The Chief Executive Officer shall ensure that the annual financial statement is submitted to the Sponsor in a timely manner pursuant to deadlines.



## 2-6 Procurement

Any procurement of goods and services up to \$25,000 shall be made by the Chief Executive Officer or their designee. Any procurement of goods and services exceeding \$25,000 shall require the proposal of two (2) options for contracts and the Board Finance Committee approval. All purchases shall be in the best interest of Kairos Academies, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to, price, quality, availability, timelines, reputation and prior dealings. Contractors who interact directly with Kairos students are required to pass the same type of criminal background check that Kairos requires for staff and volunteers. Once approved, the contract may be re-approved in future years without competing bids by inclusion in the approved annual budget or by approval on a board consent agenda.

The school shall not purchase any goods or services from any member of the governing board, an immediate family member of any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the conflict of interest or any potential conflict of interest and after the consideration set forth in the Conflict of Interest Policy.

This policy applies to purchases made using non-federal funds. As a condition of the receipt of certain federal funds, federal procurement requirements still apply. (See Federal Fiscal Compliance Policy)



## 2-7 Conflict of Interest Policy

### 2-7.1 Purpose

The purpose of the conflict of interest policy is to protect Kairos Academies', a tax-exempt organization, interest when 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.

### 2-7.2 Definitions

**1. Interested Person**

Any Board or Board committee member with governing board delegated powers, who has a direct or indirect financial interest, as defined below.

**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 Kairos Academies has a transaction or arrangement;
- b. a compensation arrangement with Kairos Academies or with any entity or individual with which Kairos Academies 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.

Note: A financial interest is not necessarily a conflict of interest. Under SECTION 3.2 a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**3. Compensation**

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

### 2-7.3 Procedures



### **Duty to Disclose**

An interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or School Leadership.

### **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, the Board discusses and votes on the existence of a conflict of interest.

No person shall be appointed to or serve on the board unless they meet the requirements below:

- 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 above) 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.

### **Procedures for Addressing the Conflict of Interest**

- A. An interested person may make a presentation to the Board. 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 Board Chair, if appropriate, may appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- C. After exercising due diligence, the Board shall determine whether Kairos Academies 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 shall vote on whether the transaction or arrangement is in Kairos Academies' best interest 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.

### **Violations of the Conflicts of Interest Policy**

- A. If the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall afford the member an opportunity to explain the alleged failure to disclose.



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

## 2-7.4 Compensation

A voting member of the Board or a Board Committee who receives compensation, directly or indirectly, from Kairos Academies is precluded from voting on matters pertaining to that member's compensation.

## 2-7.5 Annual Statements

Each Board and Committee member with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands Kairos Academies 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.

## 2-7.6 Periodic Reviews

To ensure that Kairos 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 Kairos Academies' 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.

## 2-7.7 Use of Outside Experts

When conducting the periodic reviews as provided for in SECTION VI, Kairos Academies may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



## 2-8 Payroll Policy

### 2-8.1 Payroll

#### **Accurate & Timely Payroll**

The Head of Finance or their designee shall ensure that school employees are paid accurately and timely in accordance with applicable laws and rules.

#### **Payment Currency and Issuance Form**

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.

### 2-8.2 Paydays

- a. Exempt Employees. The paydays for exempt employees shall be semimonthly.
- b. Non-exempt Employees. The paydays for non-exempt employees shall be semimonthly.

### 2-8.3 Withholding of Wages

The Head of Finance or their designee 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 the wages for a lawful purpose.

### 2-8.4 Teachers Retirement System

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



## 2-9 Federal Fiscal Compliance Policy

### 2-9.1 Fiscal Requirements under Title I, Title II and Title IV of NCLB

#### **Supplement not Supplant**

Kairos Academies shall ensure that federal funds will be used to supplement, not supplant regular non-federal funds.

#### **Documentation**

Documentation shall be maintained, or caused to be maintained, by the CEO. The documentation must clearly demonstrate the supplementary nature of federal funds.

### 2-9.2 Federal Grant Allowable Expenditure.

Prior to expending funds, the Chief Executive Officer or their designee shall consult the appropriate OMB Circular (OMNI Circular) or other federal guidance to determine what costs are allowable under the grant awarded. Kairos Academies 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.

#### **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.

### 2-9.3 Standards for Documentation of Personnel Expenses



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.

## **2-9.4 Charter Schools Program (CSP), NCLB Title V, Part B**

### **Compliance**

If Kairos Academies receives CSP grants, the Chief Executive Officer or their designee shall ensure that Kairos Academies shall comply and use the federal funds in accordance with all statutes, regulations, and approved applications.

### **Fiscal Control**



The Chief Executive Officer or their designee 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.

### **Procurement**

When using CSP funds to enter into a contract for equipment or services the CEO shall comply with the applicable federal procurement standards.

## **2-9.5 Use of Federal Grant Funds for Procurement**

### **Open and Free Competition**

The CEO 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 Kairos Academies considering price, quality, and other relevant factors deemed appropriate by the (insert school).

### **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.

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

### **Record Documentation**

The Chief Executive Officer or their designee 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 CEO shall also ensure the evaluation of the contractor performance and document whether the contractor has met the terms, conditions, and specifications of the contract.



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.

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:

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

## 2-9.6 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.

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.

Costs 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.

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

Compliance with the Cash Management Improvement Act. 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.

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.

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>.



## 2-10 Capital Assets Accounting Policy

### **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 (minimum of \$5,000 per unit); and reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

### **Documentation**

The Head of Finance or their designee shall ensure that Kairos Academies maintains accurate records of capital assets in accordance with applicable rules.

### **Inventory**

The Head of Finance or their designee will ensure that a physical inventory of capital assets takes place once every two years.

### **Annual Audit**

The annual financial audit required shall include an exhibit in the audit report identifying all capital assets and the ownership interest of local, state, and federal parties.



## 2-11 State Tax Sources Policy

### **Acceptance**

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

### **Reporting**

The Chief Executive Officer or their designee is responsible for filing all required reports and forms to obtain state funds to which Kairos Academies is entitled to receive according to developed rules and regulations.



## 2-12 State and Federal Projects Policy

### **Authority to Operate**

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

The Chief Executive Officer shall be the designated School official responsible for coordinating funded projects, administering programs and ensuring operations within the guidelines of the particular program. The administration shall keep accurate and separate records, as required by state and federal programs, to enable Kairos Academies to verify program compliance and success.



## 2-13 Borrowed Funds Policy

### **Authority for Borrowing**

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



## 2-14 Bonded Indebtedness Policy

### **Authority for Issuing Bonds**

The Board may issue bonds for any Kairos Academies expenditures as prescribed in state law.



## 2-15 Policy Regarding Authorized Signatures

The Board of Kairos Academies shall designate at least one current board member to be included as an authorized signature on all financial accounts of the school.

The Board shall notify all financial institutions that serve the school of the board member who is to be included as an authorized signature on financial accounts.

The Board of Kairos Academies shall annually certify to the Missouri Charter Public School Commission 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 accounts.



## 3- Human Resources Policies

### 3-1 Family Medical Leave Act (FMLA) Policy

#### 3-1.1 Eligible Employees

##### Requirements

Employees of Kairos Academies who have been employed for at least twelve (12) months and who have worked at least 1,250 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.

##### Eligible Reasons

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.

#### 3-1.2 Definitions

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

**"Instructional employee or other key position"** means an employee whose school leader function is to instruct or directly support instruction of students in a class, a small group or an



individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

**"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 healthcare 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, they must be incapable of self-care on a daily basis due to a documented mental or physical disability.

**"Spouse"** means a husband or wife.

### 3-1.3 Amount and Type of Leave Taken

#### **Length of Leave**

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.

#### **Length of Leave for Spouses**

If both spouses work for Kairos Academies 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.

#### **Use of Vacation and Other Leave Prior to FMLA**

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.

### **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.

### **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 Chief Operating Officer. 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.

### **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 they 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.

### **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.
5. 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 their own serious health condition, the Board may require the employee to obtain certification from a health care provider that the employee is able to resume work.

The Board may require an employee on FMLA leave to report periodically to the (School Leader or other job title) on the employee's status and intent to return to work.

### **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 cycle, the Board may require the employee to continue taking leave until the end of the cycle 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.



### **Parental Leave**

Employees eligible for FMLA who have either given birth to a child or whose spouse/partner/co-parent has given birth to a child are eligible for parental leave in the 12 weeks following the birth. Kairos will pay 2/3rds of the employee's salary for up to 9 weeks of leave.

An employee is only entitled to one event of paid parental leave during a rolling calendar year. Leave provided pursuant to this policy is only available to the extent it runs concurrently with an employee's existing FMLA entitlement. For example, if an employee has only 3 weeks of FMLA leave remaining at the time the employee's paid parental leave is scheduled to begin, the employee would only be entitled to 3 weeks of paid parental leave pursuant to this policy. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under FMLA exceed 12 weeks during the 12-month FMLA period.

To be eligible, employees must provide the Kairos COO at least 90 days notice before paid parental leave.

## **3-2 Equal Employment Opportunity Policy**

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

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

### **3-2.1 Equal Opportunity Employment**

#### **Non-Discrimination Against Qualified Individuals with Disabilities**

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

Qualified applicants or Kairos Academies employees with disabilities should make formal requests in writing for accommodations.



## 3-3 Drug Free Workplace Policy

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 Chief Executive Officer of their conviction. Notification must be made by the employee to the Chief Executive Officer within five (5) days of the conviction. Within ten (10) days, the Chief Executive Officer will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

Kairos Academies will 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.

Kairos Academies' 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, Kairos Academies shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. Kairos Academies 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.



## 3-4 Harassment Policy

### 3-4.1 Unlawful Harassment

#### **Prohibition of Harassment**

In accordance with applicable law, the Board of Kairos Academies 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. Kairos Academies is committed to taking all reasonable steps to prevent harassment from occurring.

#### **Definition of Unlawful Harassment**

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.

#### **Inclusive of Impact on Ability to Work and Emotional Well-Being**

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

### 3-4.2 Reporting

#### **Overview of Reporting Procedures**

Kairos Academies' reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to harassment.



An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

#### **Requirements for Reporting of Harassment**

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

#### **Investigation and Documentation of Reported Harassment**

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

#### **Remedial Action for Harassment**

If the Board of Kairos Academies 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.

### **3-4.3 Protection Against Retaliation**

#### **Protection Against Retaliation by Federal Law**

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.

#### **Reporting of Retaliation**

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

#### **Investigation of Reports of Retaliation**

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

#### **Remedial Action for Retaliation**

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



### 3-4.4 Liability for Harassment

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.

### 3-4.5 Additional Enforcement Information

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.

### 3-4.6 Personal Relationships

Kairos wants to ensure that organizational practices do not create situations such as conflict of interest or favoritism. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment. It also governs the working relationships of close relatives, which includes husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

## PROCEDURES

- (a) During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- (b) During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable



position.

- (c) Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not.
- (d) Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to Kairos' disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- (e) Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. You don't need to tell the CEO if you go on a few dates with a co-worker or become involved for fewer than two months. If your relationship lasts longer than two months, please inform the CEO. Kairos needs to be aware of these relationships so it can better handle gossip or conflicts of interest.
- (f) Any supervisor, manager, executive or other company official in a sensitive or influential position with Kairos must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor, the CEO, or the Board Governance Committee. Kairos will review the circumstances to determine whether any conflict of interest exists.
- (g) When a conflict-of-interest or potential risk is identified due to the relationship between two co-workers (either familial or romantic), Kairos will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. Duties may be delegated to the Board Governance Committee, if deemed appropriate and necessary to remove conflicts, without requiring action or involvement from the full Board. In some cases, one or both parties may be transferred to other positions or departments. Both parties must acknowledge that the relationship is consensual and not quid pro quo. Further, both parties will acknowledge that steps have been taken that eliminate influence on hiring, salary, job duties, performance evaluation, or promotion. Both parties agree to notify Kairos if the relationship ends, and agree that the steps in place to eliminate the conflict will persist.
- (h) Failure to cooperate with Kairos to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.



- (i) The provisions of this policy apply regardless of the sexual orientation of the parties involved.
- (j) Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
- (k) Any concerns about the administration of this policy should be addressed to the CEO or Board Governance Committee.



## 3-5 Judicial, Military Duty, and Religious Leave Policy

### 3-5.1 Purpose of Policy

The purpose of the policy of the Board of Kairos Academies is to outline employee's rights regarding leave for judicial, military, and religious reasons.

### 3-5.2 Types of Leave

#### **Jury Duty or Judicial Proceeding**

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

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

#### **Military Duty**

All Kairos Academies employees will be paid for a maximum period of 18 working days for ordered military duty. Applicable federal and state laws will be followed.

#### **Religious Holidays**

Leave for religious holidays may be granted to eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and the Chief Executive Officer or their designee.

### 3-5.3 Notice

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



## 3-6 At-Will Employment Policy

### 3-6.1 Employment Status

#### **At-Will Employees**

Employees of Kairos Academies are considered at-will employees.

#### **Employment Agreement**

Employees shall execute an at-will Employment Agreement demonstrating understanding of the conditions and expectations of employment at Kairos Academies.

#### **Termination According to the Fair Dismissal Act**

Kairos Academies shall follow all requirements of the Fair Dismissal Act should termination be necessary.



## 3-7 Hiring and Recruitment Policy

### 3-7.1 Authority to Hire

The Governing Board shall approve through formal resolution or through an approved budget a salary sum for the Chief Executive Officer to use for employment.

### 3-7.2 Recruitment

#### **Internal Candidates in Lieu of External Hire**

Kairos Academies leaders or Governing Board may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

#### **Contracting Non-Curricular Staff**

Kairos Academies is focused exclusively on hiring and retaining the best teachers, our unique value add. As a strategic move to continue prioritizing our area of competency, Kairos will only employ teachers whose primary responsibilities comprise directly teaching core curriculum. Kairos will contract out for all other positions.

### 3-7.3 Qualifications

#### **Highly-Qualified Candidates**

Kairos Academies shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. Kairos Academies will identify criteria to identify highly-qualified candidates, who are aligned to Kairos Academies' mission and will provide the best educational opportunities possible for Kairos Academies' students.



## 3-8 Personnel Evaluations Policy

### 3-8.1 Staff Observations and Evaluations

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

Each staff member shall be evaluated by the Chief Executive Officer or their designee on at least an annual basis.

Each classified staff member shall be formally evaluated by the CEO or designee on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

The CEO or designee shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

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.

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.



## 3-9 Staff Complaints and Grievances Policy

### 3-9.1 Intent of the Policy

#### Overview of Policy

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

#### Coverage of Discrimination

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.

### 3-9.2 Definitions

**Complaint**—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.

**Employee**—any person hired by the Board to perform services either full or part-time.

**Full time**— a minimum of thirty hours per standard work week.

**Part time**— fewer than thirty hours per standard work week.

**Days**—working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.

**School Leader**—Chief Executive Officer, or their designee

**Parties in Interest**—any persons involved in the processing and investigation of the complaint.

**Complaint File**—a file maintained by the Chief Operating Officer containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.



**Notification**—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

### 3-9.3 Procedure for Notice, Hearing, Evidence, Decisions, and Record

#### **Applicability**

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

#### **Process for Making a Complaint**

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.

#### **Right to Present Case**

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.

#### **Notification of Meeting**

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.

#### **Use of an Attorney**

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.

#### **Recording of Proceedings and Associated Costs**

At each level, an accurate record of the proceeding must be kept 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.



### **Time Frame**

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.

### **Regulations Around Decisions**

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

## **3-9.4 Right to an Appeal**

### **Filing an Appeal**

If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Chief Operating Officer within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Chief Operating Officer will notify the school leader or designee that a timely appeal has been received.

### **Right to Petition the Board**

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

### **Overview of Board Involvement**

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

## **3-9.5 Strict Adherence to Time Limits**



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.

### 3-9.6 Prohibited Reprisal Provision

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.

### 3-9.7 Collection of Information

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.



## **3-10 Mandatory Reporting of Child Abuse Policy**

School employees who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person (whether a parent, a school employee or a third party) shall report such belief to their supervisor. In addition, school employees must report such belief to the state as required by 210.115 of the statutes of Missouri.



## 3-11 Communicable Diseases Policy

### 3-11.1 Purpose of Policy

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

### 3-11.2 Definitions

1. **Communicable disease**—a disease that can be directly or indirectly transmitted from one person to another.
2. **HIV infection**—an infection in which the human immunodeficiency virus is present.

### 3-11.3 Protections

#### **Right to Access or Employment**

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

#### **Right to Remain in School**

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

### 3-11.4 Prevention of Transmission

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

### 3-11.5 Identification of Potential Risks

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



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

#### **Consultation with Public Health Official or Medical Professional**

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

#### **Right to Remove Infected Student or Employee**

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

#### **Permanent Removal**

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

### **3-11.6 Privacy Rights**

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



## 3-12 Employee Information Sharing Policy

### 3-12.1 Permissions

The CEO or their designee shall be permitted to respond to requests for information from public schools about former employees.

### 3-12.2 Information Sharing

Kairos Academies shall provide information about a former employee to another public school upon request.

Kairos Academies 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.

### 3-12.3 Notice

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



# 3-13 HR Missouri Victims' Economic Security and Safety Act

In accordance with the Missouri Victims' Economic Security and Safety Act (VESSA), Kairos Academies 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.

## 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.

## 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.

## 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.



## **Leave Time**

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

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

## **Notice of Need for Leave and Certification**

Eligible employees must provide Kairos Academies 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 submit 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, Kairos Academies 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 CEO or their designee within a reasonable time after it is requested by Kairos Academies. 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.

## **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.

## **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 Kairos



Academies. Employees seeking a reasonable safety accommodation may be required by 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.

**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 HR.

For further information or details about any of the terms of this Domestic and Sexual Violence Leave Policy, please contact CEO or their designee.



## 4- Operations Policies

### 4-1 Civil Rights, Title IX, Section 504

The Board of Kairos Academies adopts the following policy effective on the date that the policy is adopted by the Board.

The School will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, prohibiting 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, prohibiting 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, prohibiting 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. That individual must assume the responsibilities of both coordinators.

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



## 4-2 Title IX Sexual Harassment

The Board of Kairos Academies adopts the following policy effective on the date that the policy is adopted by the Board.

### Definitions

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.

### **Designation of Title IX Coordinator**

Section 2.1. Kairos Academies 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

### **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.

### **Response to Sexual Harassment**



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

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.

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.

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.

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.

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

### **Grievance Process for Formal Complaints of Sexual Harassment**

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.

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

### **Grievance Process Requirements**

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.



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.

Remedies must be designed to restore or preserve equal access to the school's education program or activity.

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

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

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

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.

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.



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.

### **Investigation of a Formal Complaint**

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.

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 in 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.

The school must provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.

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

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.

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.

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.

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.

### **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.

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.

### **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.

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 rationale 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.

The written determination must be provided to the parties simultaneously.

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.

## **Remedies**

The Title IX coordinator is responsible for effective implementation of any remedies.

## **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.

The school must notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

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.

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

The school must issue a written decision describing the result of the appeal and the rationale for the result

The school must provide the written decision simultaneously to both parties.



### **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.

### **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.

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.

Upon dismissal of a complaint or any allegation therein, the school shall promptly send written notification of the dismissal and the reason(s) therefore simultaneously to the parties.

### **Informal Resolution Process**

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.

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.

At any time prior to the determination regarding responsibility, the school may facility 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.

### **Recordkeeping**

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.

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.

### **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.

## 4-3 Official School Year and School Date

The Board will annually adopt a school calendar that will provide for a minimum of 1,044 hours of pupil attendance. The length of the school day will meet State Department of Elementary and Secondary Education requirements for six (6) clock hours of instruction.

If Kairos Academies is dismissed due to inclement weather and Kairos Academies has been in session more than 3 hours, that day shall count as a full day. When the total hours lost due to inclement weather exceed the number of days built into the calendar for inclement weather, those days will be made up in half or full day additions at the end of the school term.

Kairos Academies shall be required to make up the first thirty-six hours lost or canceled in excess of the days built in to the calendar due to inclement weather and half the number of hours lost or canceled in excess of the thirty-six hours if the makeup hours are necessary to ensure that the students attend a minimum of one thousand forty-four hours for the school year. For purposes of this Policy, "inclement weather" shall mean ice, snow, extreme cold, flooding or a tornado.

Kairos Academies is exempt from the requirement to make up school lost or canceled 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 canceled hours (with a cap of forty-eight), resulting in no more than sixty total make-up hours.



## 4-4 School Calendar

The Board of Kairos Academies adopts the following policy effective on the date that the policy is adopted by the Board.

### Approval of Annual Calendar

The CEO or his/her designee shall submit for approval by the Governing Board a calendar for the upcoming school year no later than May 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.

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

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 1st.

### Authorization to Revise the Annual Calendar

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



## 4-5 School Annual Report

School officials will submit to the Missouri Department of Elementary and Secondary Education all data and reports as required by law and/or by regulations of the Missouri State Board of Education. The Annual Report will be completed and submitted in accordance with department regulations.

The Annual Report will be available to all School patrons and to each member of the General Assembly representing a legislative LEA that contains a portion of Kairos Academies' attendance area.



## 4-6 Public Inspection

As required by Missouri statutes, Kairos Academies shall make available for public inspection, and provide upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the LEA in which the school is located the following information:

- (1) The school's charter;
- (2) The school's most recent annual report card published according to section 160.522; and
- (3) The results of background checks on the charter school's board members
- (4) The school's most recent annual audit

The website of the school shall contain a direct link to the Department of Elementary and Secondary Education's website section containing a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for the current calendar or fiscal year.



## 4-7 Local and School Educational Agency Title I.A Parental Involvement Policy

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

### 4-7.1 Local Educational Agency Policy

**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.

**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.

### **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.

## **4-7.2 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.

**Special rule**—If the school has a parent and family engagement policy that applies to all parents and family members, such school may amend that policy, if necessary, to meet the requirements of this subsection.

**Amendment**—If the local educational agency has a school district-level parental and family engagement policy that applies to all parents and family members in all schools served by the local educational agency, such agency may amend that policy, if necessary, to meet the requirements of this subsection.



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

### **Policy Involvement**

Each school served under Title I, Part A shall:

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

### **Shared Responsibilities for High Student Academic Achievement**



As a component of the school-level 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:

1. describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the 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
2. address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
  - a. parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
  - b. frequent reports to parents on their children's progress; and
  - c. reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and
  - d. 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.

### **Building Capacity for Involvement**

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency assisted under Title I, Part A:

1. shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the 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;



2. shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement;
3. shall educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
4. shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with 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;
5. shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
6. may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
7. may provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
8. may pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
9. may train parents to enhance the involvement of other parents;
10. may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
11. may adopt and implement model approaches to improving parental involvement;



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

#### 4-7.3 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.



## 4-8 Strip Searches

The Governing Board of Kairos Academies adopts the following policy effective on that date that the policy is adopted by the Board.

### **Strip Searches**

No employee or volunteer at the school shall perform a strip search of any student of the school.

A student may be strip searched by or under the authority of a commissioned law enforcement officer.

A student may be strip searched by a school employee only if a commissioned law enforcement officer 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.

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.

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.

### **Emblem, Insignia or Garment**

No employee 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.

### **Violation of Policy**

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.



## 4-9 Organ, Eye, and Tissue Donation

The Governing Board of Kairos Academies adopts the following policy effective on that date that the policy is adopted by the Board.

### **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.

### **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.



## 4-10 Equal Educational Opportunity

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

Kairos Academies' 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.



## 4-11 Students of Legal Age

Upon attainment of the age of eighteen (18), students will be deemed to be adults for purposes of educational records, placement, and reporting.



## 4-12 Student Education Records

### 4-12.1 Confidentiality

Kairos Academies 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.

All information contained in a student's educational record, except information designated as directory information by Kairos Academies, 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.

### 4-12.2 Right to Review

The parents/guardians of students who are attending or have attended Kairos Academies 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. Kairos Academies 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.

### 4-12.3 Provision of Information to Military Recruiters and Institutions of Higher Learning

Upon request by military recruiters or an institution of higher learning, Kairos Academies 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.

### 4-12.4 Records Retention & Destruction

Education records shall be retained according to the guidelines set forth in the retention schedules developed by the Office of the Missouri Secretary of State. It is the responsibility of the Chief Executive Officer or their designee to see that such records are kept secure, confidential and are utilized in accordance with the law.

For purposes of this Records Retention & Destruction policy, the term "record" is defined as only those documents, including documents in electronic format, which were made or received pursuant to law or in connection with the transaction of official business. Generally, Kairos will not maintain



documents which do not meet the definition of “record” except to the extent that such document involves threatened or pending litigation.

The Chief Executive Officer or their designee, with the assistance of Kairos attorney(s), shall issue “litigation hold” instructions to Kairos’ personnel who are believed to have in their possession a record and other documents that may be relevant to litigation, instructing those personnel to retain certain records and documents during the pendency of litigation. Except for records that are the subject of a “litigation hold” (which shall be preserved during the pendency of the litigation) records should be retained/destroyed as stated in the Public School Records Retention Schedule listed on the Missouri Secretary of State website.



## 4-13 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.



## 4-14 School Safety Plan and Emergency Closing Procedures

### 4-14.1 School Safety Plan

Kairos Academies will cooperate fully with local emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters.

### 4-14.2 Emergency Suspension of School Operations or Activities

#### **Authorization of School Closure**

The Governing Board authorizes the Chief Executive Officer or their 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 they deem necessary to protect students and staff.

#### **Communication of School Closure**

The Chief Executive Officer or their 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.

#### **Cancellation of Extracurricular With School Closure**

School activities, defined as extracurricular events, activities, clubs, competitions, and the like, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The Chief Executive Officer or their designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

#### **Cancellation of Extracurricular Events for Other Reasons Not Specified**

At the Chief Executive Officer's discretion, school activities as defined above, may be canceled even after operation of a regular school day if conditions exist to warrant such suspension. Communication with students and parents regarding the cancellation of these activities shall be completed in a timely manner.



## 4-15 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 Chief Executive Officer or their designee has determined, based upon medical evidence, that the student:

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

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

A student who has a chronic infectious disease, and who is permitted to attend school, may be required to do so under specified conditions. Failure to adhere to the conditions will result in the student being excluded from school. A student who has a chronic infectious disease and who is not permitted to attend school or participate in school activities will be provided instruction in an alternative educational setting in accordance with School policy.

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

Kairos Academies 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.](#)"



## 4-16 Distribution of Medicine

### **Assistance with Medication**

The school nurse (or another employee designated by the CEO or their designee) may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

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.
2. 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.
3. The school nurse or other designated employee shall keep a written report of medication taken by the student.

### **Refusal to Administer Medication**

Kairos Academies reserves the right to refuse to administer certain types of medication (at the discretion of the school nurse or other employee authorized by the School Leader's or their designee) when such administration could prove harmful to staff or student without proper training or direction of a physician.

### **Student Possession and Self-Administration of Medication**

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:

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;

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;

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;



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.

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.

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

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.

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.

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.



## 4-17 Immunizations

### 4-17.1 Required Immunizations

Students attending Kairos Academies must comply with state laws surrounding immunization against specific diseases. Students without appropriate immunizations may be excluded from Kairos as required by law or at the discretion of the Chief Executive Officer or their designee.

### 4-17.2 Maintenance of Health Records

The Chief Executive Officer shall oversee procedures for the maintenance of health records, which are to show the immunization status of every student enrolled or attending Kairos Academies, and for the completion of all necessary reports in accordance with guidelines prepared by the Department of Social Services-Missouri Division of Health.



# 4-18 Transportation

## 4-18.1 Car Riders

### **Primary Transportation**

Kairos Academies' primary transportation method shall be parent or guardian drop off or pick up of students to and from school daily.

### **Drop-Off and Pick-Up Procedures**

To ensure the safety of all students, staff, and visitors, the Chief Executive Officer or their designee shall establish procedures including, but not limited to: drop-off and pick-up times, supervision, and load/unload processes. These procedures shall be published in the community handbook each year and updated periodically as needed for efficiency and safety.

### **Compliance with Procedures**

Parents, guardians, day-care buses/vans, and other authorized individuals dropping off or picking up students shall comply with all procedures set forth by the Chief Executive Officer or their designee. The Chief Executive Officer or their designee is authorized to take measures (including debarment from access to the property) to address habitual non-compliance with Kairos Academies' transportation policy and procedures which infringe upon the safety of students, staff and visitors or which impedes the efficiency of arrival and dismissal processes.

## 4-18.2 Busing and School-Provided Transportation

### **Use of Buses**

When available, students may be transported to and from school in approved vehicles, including charter buses or vans, which are compliant with applicable laws and state regulations related to transporting public school students (including obtaining a copy of the driver's proof of legally required minimum insurance and the appropriate certifications from the Public Service Commission or similar certifying agency).

### **Permission for Transportation**

For field trips and other off-site events where transportation is provided, Kairos Academies shall procure the permission and medical release for students by parents or guardians and shall maintain records in accordance with the approved records retention schedule.

### **Types of Transportation for Field Trips**

For school-sponsored events, such as field trips, priority of transportation to be used should be in the following order:

1. System or school owned buses



2. Alternate transportation
3. School employee's private vehicles
4. Parent's private vehicles

**Safety Regulations**

Students shall be required to follow all safety regulations required of passengers riding on school vehicles.

**Non-Enrolled Students**

Students or children under the age of 18 who are not enrolled at Kairos Academies shall not be permitted to ride in vehicles provided by Kairos Academies.



## 4-19 Student Group Use of Facilities

Pursuant to the Equal Access Act, the Board will provide an opportunity for student-initiated non-curricular groups to conduct meetings on school premises, during non-instructional time, and will not discriminate against students on the basis of the religious, political, or philosophical content of the speech at such meetings.



## 4-20 Student and Classroom Observations

### **Protection of Privacy**

While Kairos Academies 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 Kairos Academies to protect the privacy of all students.

### **Requests for Observations**

Requests for observations by an outside educational or clinical professional must be submitted in writing to the Chief Executive Officer or their designee for consideration 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 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.

### **Data Collection**

If the outside professional is approved for the observation, all data collected shall be provided to the Chief Executive Officer or their designee.

### **External Educational or Therapy Services**

Upon request, the Chief Executive Officer or their designee may, at their discretion, grant permission for visits by outside service providers who currently provide private educational or therapy services to a current student.



## 4-21 School Attendance

### 4-21.1 Full-Time Attendance

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 Chief Executive Officer. Individual petitions for any deviation from full-time attendance shall be considered by the Chief Executive Office on the merits of the individual student's application and in compliance with state law and regulations.

### 4-21.2 Part-Time Attendance

Students may attend Kairos Academies on a part-time basis as provided by state law and regulations of the Board.

### 4-21.3 Expectation of Attendance

In order to receive maximum benefit from the instructional activities, students are expected to be in school each day unless excused for legitimate reasons. Students and parents must assume responsibility for being punctual and regular in attendance.

### 4-21.4 Attendance Rules

#### **Excused Absences**

Absences will be classified as excused or unexcused. Excused absences are those due to emergencies such as:

- a. personal illness or attendance in school endangers a student's health or the health of others.
- b. a serious illness or death in a student's immediate family necessitating absence from school.
- c. a court order or an order by a governmental agency mandating absence from school.
- d. observance of religious holidays.
- e. conditions rendering attendance impossible or hazardous to student health or safety.

Additionally, 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.

### **Unexcused Absence**

Unexcused absences are all failures to attend school other than those specifically listed above.

### **Explanation for Absence**

If a student is absent from school, the student must bring an excuse from home the day the student returns.

### **School Work During Absence**

All work missed due to illness must be made up by the student within a reasonable time or the student risks not receiving credit for the missed work. It is the student's responsibility to make arrangements with the teacher for make-up work.

### **Extracurricular Participation in the Event of School Absence**

Barring special exception by the Chief Executive Officer, to participate in an extracurricular or after school activity, a student must be in attendance on the school day of the activity.

### **Absences in Excess of Ten**

For each absence beyond ten (10), students must bring an excuse from a doctor, dentist, health center, etc., or court for the absence(s) to be excused.

## **4-21.5 Virtual Attendance Claiming**

### **Progress Toward Mastery Defined**

Pursuant to 162.1250 RSMo, Kairos Academies may provide "LEA-developed" virtual courses and claim attendance based upon progress toward mastery of course content. For the purposes of attendance collection and based upon the rigor of Kairos curricula, progress toward mastery of content shall be defined accordingly:

- *Completes course:* student receives a final grade of fifty (50) percent or higher
- *Completes half of course:* student receives a final grade that exceeds thirty (30) percent and is less than fifty (50) percent
- *Does not complete half of course:* student receives a final grade below thirty (30) percent

### **Virtual Attendance Claiming Calculation**

Pursuant to 162.1250 RSMo, Kairos Academies will claim the following percent of course hours for each degree of course completion:

- *Completes course:* ninety-four (94) percent of attendance hours expected for course delivered in-person
- *Completes half of course:* forty-seven (47) percent of attendance hours expected for course delivered in-person



- *Does not complete half of course:* zero (0) percent of attendance hours expected for course delivered in-person

## 4-22 School Attendance Accounting

An accurate accounting of student attendance, transportation, and food service records shall be kept by Kairos Academies. The records will be in accordance with state law and appropriate regulations of the Missouri Department of Elementary and Secondary Education.

The Chief Executive Officer will be responsible for maintaining student attendance accounting, and for submitting monthly reports of such records to the Board, which will in turn be responsible for preparing reports to be submitted to the appropriate state offices.

### 4-22.1 Attendance Accounting for Remedial Instruction

#### Offering

Kairos may offer optional student remediation at times as designated by the Chief Executive Officer.

#### Qualifying Students

Students will be counted for remediation hours so long as they qualify pursuant to law. Broadly, students who fall in the following categories will qualify:

##### a. Reading Improvement – Grades 4 through 6

Students grades 4-6 reading two or more levels below grade level, as determined by assessments at the Chief Executive Officer's discretion.

Section 167.645, RSMo, provides for additional reading improvement plans for students in grades 4-6 who test below a certain target grade level (below the 2nd-grade level for a 4th grader), to be counted toward average daily attendance for state school aid.

##### b. Reading Improvement - Grades K through 3

Students grades K-3 who do not meet objectives on designated reading assessments.

Kairos provides reading improvement instruction for students in Kindergarten through 3rd grade who do not meet the Kairos' objectives for reading as demonstrated by performance on reading assessment methods chosen by the Chief Executive Officer or his designee. Students who receive reading improvement instruction pursuant to this subsection may be counted for additional average daily attendance for state school aid during their reading improvement



instruction time if such time falls outside normal school hours.

**c. Below Basic on MAP or EOC Examinations**

Students whose most recent state test marked them as Below Basic in a subject.

Remediation outside the regular school day for students scoring Below Basic on MAP or Below Basic on EOC examinations may be counted for additional attendance hours if the remediation relates to the MAP or EOC curricular area. This criteria can apply to all grade levels. Attendance in a credit recovery program cannot be reported for state aid.

**d. Condition for Promotion to Next Grade Level**

Students who, according to a cyclical review (~7 weeks, per the annual calendar), are off-track to pass a course. Off-track students are at-risk of not demonstrating proficiency in mandatory Power Focus Areas and/or Projects, not earning course credit, and by extension, not being promoted to the next grade level. Students are also considered at risk of non-promotion if they score below the 70th percentile in any subject on Kairos' most recent administration of the NWEA MAP (administered thrice per year).

Section 167.643, RSMo states that the additional attendance hours outside the traditional school day are for those students requiring remediation as a condition for promotion to the next grade level based on the district developed policy to identify such students. Because high school is based on credits earned and not promotion to the next grade level, this section of law does not apply to high school students. After-school programs not specifically addressing remediation as a condition for promotion are not to be recorded as remedial hours in the Student Enrollment and Attendance file.



## 4-23 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.

"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.



# 4-24 Course Requirements: Constitution, American History, Missouri Government, Civics

## **Constitution and American History**

If the school offers seventh and eighth grade education the school shall offer regular courses of instruction in the Constitution of the United States and of the state of Missouri and in American history and institutions, which shall begin not later than the seventh grade and continue in high school to an extent determined by the state commissioner of education.

## **Government**

If the school offers high school education the school shall offer in grade nine, ten, eleven, or twelve a course of instruction in the institutions, branches and functions of the government of the state of Missouri, including local governments, and of the government of the United States, and in the electoral process. Each pupil who receives a high school diploma or certificate of graduation shall satisfactorily complete such a course of study. Such course shall be of at least one semester in length and may be two semesters in length. The school may waive the requirements of this subsection for any student who transfers from outside the state to a Missouri high school if the student can furnish documentation deemed acceptable by the school of the student's successful completion in any year from the ninth through the twelfth grade of a course of instruction in the institutions, branches, and functions of state government, including local governments, and of the government of the United States, and in the electoral process.

## **Teachings on the Racial Equality Movement**

American history courses at the elementary and secondary levels shall include in their proper timeline 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.

## **Federal and State Constitution Examination**

No pupil shall receive a certificate of high school graduation unless he has satisfactorily passed an examination on the provisions and principles of the Constitution of the United States and of the state of Missouri, and in American history and American institutions, and American civics. The civics portion of the examination shall consist of one hundred questions similar to the one hundred questions used by the United States Citizenship and Immigration Services administered to applicants for United States citizenship. The civics examination requirement may be waived for any student with a disability if recommended by the student's IEP committee.



## 4-25 Reading Instruction

Pursuant to the Missouri Reading Instruction Act (Section 170.014) the school shall have reading programs in kindergarten through grade three based in scientific research. Such programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension, and all new teachers who teach reading in kindergarten through grade three shall receive adequate training in these areas. The program may include "explicit systematic phonics", which, for the purposes of this section, shall mean the methodology of pronouncing and reading words by learning the phonetic sound association of individual letters, letter groups, and syllables, and the principles governing these associations.



## 4-26 Human Sexuality and Sexually Transmitted Diseases Instruction

Pursuant to Missouri law (section 170.015):

### 4-26.1 Requirements for Course Materials and Instruction

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 papillomavirus, 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.

#### 4-26.2 Option to Separate Pupils by Gender for Instruction Purposes

When providing human sexuality instruction students may be separated according to gender for instructional purposes.

#### 4-26.3 Parent / Legal Guardian Notification

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.

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.

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.



## 4-27 Textbooks

### 4-27.1 Provision of Textbooks

The term "textbook" means workbooks, manuals, or other books, whether bound, 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.

### 4-27.2 School Procurement of Textbooks

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.

### 4-27.3 Restrictions on Textbook Purchases

Only textbooks filed with the state board of education pursuant to section 170.061 shall be purchased and loaned under this section. No textbooks shall be purchased or loaned under this section to be used in any form of religious instruction or worship.



## 4-28 Grading and Reporting

### 4-28.1 Grading

The Governing Board shall vest responsibility in the Chief Executive Officer or their designee for developing a, or leveraging an existing, grading scale which comports with the school's instructional philosophy, curriculum, and state mandates.

Teachers shall use a variety of methods to assess student progress.

### 4-28.2 Reporting

Parents will have a digital progress report, updated at least every school cycle (~7 weeks).

The progress report shall provide accurate reporting of student progress against academic and other standards based on qualitative and quantitative evidence collected on classroom work, projects, tests, quizzes, performance based tasks, observations, and other evidence.

Cumulative grades shall be transferred to students' individual permanent school record and progress reports and permanent records shall be maintained in the student's files according to the adopted records retention schedule.

Teachers and/or coaches are expected to maintain regular communications with parents and/or guardians by providing timely return of graded classwork, keeping them abreast of student performance, and convening informative student conferences.



## 4-29 School Admissions

### 4-29.1 Admissions Eligibility

#### **Enrollment Prioritization**

For enrollment purposes, Kairos Academies shall prioritize students that reside in the following zip codes: 63111, 63116, and 63118.

#### **Eligibility**

Open seats not filled by students in Kairos' priority zip codes can be filled by:

- all students residing in the Saint Louis Public Schools district
- non-resident students who transfer from an unaccredited district
- those eligible under the terms of judicial settlements or through urban voluntary transfer programs as defined by [RSMo 167.131](#)
- students from outside St. Louis City, who may be charged tuition at the CEO's discretion

Students who have previously withdrawn or been expelled from Kairos are eligible to reënroll only at the CEO's discretion.

#### **Non-Discrimination**

Kairos will not discriminate—for admission or otherwise—on the basis of race, ethnicity, religion, national origin, sexual orientation, disability, gender, income level, proficiency in the English language, or athletic ability.

Kairos may limit admission to students within a given age group or grade level. Upon admission, a student may either be accelerated or held back a grade level, conditional on a written agreement between the guardian(s) and the Kairos CEO or their designee.

### 4-29.2 Lottery

Kairos Academies ("Kairos") aims to bring an institutional asset to the Dutchtown community, so our lottery policy gives preference to students in our enrollment zone (zip codes 63111, 63116, and 63118). Seats remaining after the lottery are open to students in St. Louis City on a first-come, first-serve basis. Pursuant to [RSMo 160.0410](#), Kairos will be open to enrollment for:

- all students residing in the Saint Louis Public Schools district
- non-resident students who transfer from an unaccredited district
- those eligible under the terms of judicial settlements or through urban voluntary transfer programs as defined by [RSMo 167.131](#)



Kairos will accept applicants through a two-part form that uses questions from The Missouri Charter Public School Association's Central Application. The form is accessible by computer or mobile phone on Kairos' website at [www.kairosacademies.org/enroll](http://www.kairosacademies.org/enroll). Families can also apply in-person or by mail at our office (4220 Duncan Ave Ste. 201, St. Louis, MO 63110) or over the phone (314-607-0076). If Kairos has not met with a family before receiving an application, we arrange a 1-1 meeting with the parent to explain our enrollment process and timeline.

Kairos will hold one lottery on the second Friday in January. If the number of applicants exceeds capacity, Kairos will enroll students randomly, with preference for eligible new students given in the following order:

- 1) children of faculty, staff, and Board members
- 2) siblings of students currently enrolled as of the lottery date
- 3) students from the enrollment zone, and
- 4) other student applicants

Kairos has established a geographic enrollment preference to increase the chances of enrolling a diverse student population reflective of area demographics. Should a lottery be held, all completed applications submitted during the enrollment period will be publicly drawn in random order. Once capacity has been reached, additional applications will be added to a "waiting list." Lotteries will be randomized by computer and certified by a third-party official to attest to the lottery's fairness. After the first lottery, student spots will be offered on a first-come, first-serve basis to eligible students.

Kairos will not discriminate—for admission or otherwise—on the basis of race, ethnicity, religion, national origin, sexual orientation, disability, gender, income level, proficiency in the English language, or athletic ability. Kairos may limit admission to students within a given age group or grade level. Students will not be required to complete any test or measure for admission to Kairos.

Upon admission to Kairos, applicants must complete enrollment forms that include release records and required supporting documentation such as proof of residency and immunization. Forms must be returned by a date determined by the Chief Executive Officer. Enrollment forms received on time but incomplete due to circumstances beyond the applicant's control may be enrolled at the discretion of the CEO. Applicants may always appeal the CEO's decision to the Kairos Board of Directors.

To begin planning for our special education needs immediately, Kairos will request information about special education services on the enrollment form (not the application). Within two business days of enrollment, Kairos will request academic, special needs, and discipline records (as required by [RSMo 160.261](#)) from all schools the student has attended in the last twelve months. To determine the number of at-risk students in each enrolling class, Kairos will download direct certification forms and distribute applications for free-or-reduced-priced lunch.



Enrolled families are invited to a Kairos community events to learn more about Kairos, meet staff, and begin coordinating transportation (carpooling, walking groups, etc.). Kairos faculty will visit each admitted student's home to review our school model and sign the Kairos Compact, a parent-student-coach commitment form. If students refuse their admission, families on the waitlist will be notified and the above process repeated. It is the responsibility of waitlist parents to maintain updated contact information and emergency contacts. Contact will be attempted by phone and, if available, email; if it is not possible to reach a waitlist family directly, a message will be left on the phone and/or email. Families offered a spot off the waitlist will have 72 hours to complete the enrollment process before the opening is offered to the next student on the waitlist.

#### 4-29.3 Enrollment Assessments

Students will not be required to complete any test or measure in order to be admitted to Kairos. Once students are formally enrolled, formal and informal assessments may be administered to determine the most appropriate instructional plan and placement for each student.

#### 4-29.4 Registration

##### **Receipt of Complete Application**

To be entered in the lottery, applications must be complete and received prior to Kairos Academies' lottery. Applications can be submitted online, by mail, in-person, or over the phone.

Kairos Academies' lottery will be held annually on the second Friday of January.

Lotteries will be randomized by computer and certified by a third-party official to attest to the lottery's fairness.

Eligible applicants with completed applications received after the lottery date will be offered admission on a first-come, first-served basis.

Upon receiving a spot at Kairos, families have two weeks to accept it before the spot is opened up to the next available applicant. In order to accept the spot, families must submit parts of the registration packet by dates determined by the Chief Executive Officer. The Kairos registration packet includes release of records, proof of residency, proof of identity, and proof of immunization. Registration forms received on time but incomplete due to circumstances beyond the applicant's control may be enrolled at the discretion of the Chief Executive Officer. Applicants may always appeal the Chief Executive Officer's decision to the Kairos Board of Directors. Students re-enrolling at Kairos need not resubmit records unless they change residency or new immunization records are required..

Kairos Academies' admission procedures will be published annually.



A register of all complete applications, received in a timely manner, will be maintained in Kairos Academies' office for review by applicants. Applicants are required to assure their application is registered prior to the deadline.

Kairos will request academic, special needs, and discipline records from all schools the student has attended in the last twelve months. To determine the number of at-risk students in each enrolling class, Kairos will download direct certification forms and distribute applications for free-or-reduced-priced lunch.

#### 4-29.5 Wait List

##### **Response Time to Openings**

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 seventy-two hours to complete the enrollment process before the opening will be offered to the next student on the waiting list.

##### **Up-to-Date Contact Information**

It is the responsibility of the waitlisted parent or guardian to provide updated contact information including a phone number and address, and an email if possible.

Waitlist parents must also provide an emergency contact person in the event they cannot be reached regarding an opening. Failure to keep updated information throughout the school year resulting in an inability to notify the parent of an opening waives the student's placement on the waitlist.



## 4-30 Student 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 for:

- replacements of items that they damaged or lost
- damage to school property
- admission for participation in voluntary activities such as attendance at school athletic, or other co-curricular events
- materials, which are used in constructing projects or other items, which are to be removed from the school, and are thereby the property of the student



## 4-31 Student Records

The Governing Board of Kairos Academies adopts the following policy effective on the date that the policy is adopted by the Board.

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

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

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

Upon request by military recruiters or an institution of higher learning, the School will provide students' names, addresses, and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent. Military recruiters will be provided the same access to students as is given to institutions of higher learning.



## 4-32 Volunteers and Chaperones

### 4-32.1 Parent and Community Volunteers

Kairos Academies 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.

### 4-32.2 Chaperone Duties and Responsibilities

#### **Transportation**

All students must ride in school provided transportation both to and from the field trip and during transport during a field trip to multiple locations. At no time will students ride in cars unless prior approval by administration is granted in writing.

#### **List of Chaperones**

School staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically for the supervision of these students; however, they also retain responsibility for general supervision and safety of all Kairos Academies' students.

#### **Chaperone Oversight and Reporting of Student Behavior**

Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times

Chaperones observing behavior by students or other adults that is contrary to school policy or procedure shall immediately report the incident to a Kairos Academies staff member.

#### **Student Oversight by School Staff**

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.

#### **Siblings of Chaperone's Child(ren)**

Chaperones may not bring siblings of their child who is attending the trip unless permission has been granted by the Chief Executive Officer or their designee.

#### **Chaperone Involvement Throughout Field Trip**



Chaperones may not leave the group or venue at any time during the course of a field trip from departure from the school to arrival at the school after the trip. Chaperones and Kairos staff are expected to participate in all activities planned as part of a field trip itinerary.

#### **Use of Alcohol, Tobacco, Illegal Substances, or Profanity**

Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a field trip from departure from the school to arrival at the school after the trip.

#### **Escorting Students Into and Out of Public Bathrooms**

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.

#### **Student Behavior**

Students should never be left unattended by an adult and should remain with their specific chaperone unless authorized by a Kairos staff member.

#### **Illness During Field Trips**

Students who become ill during the course of a field trip should be brought to a Kairos Academies staff member. Parents of the student should be promptly contacted by the Kairos Academies staff member. Kairos Academies staff member and chaperone will work collaboratively to ensure the child is properly attended.



## 4-33 Parent and Student Complaints and Grievances

### 4-33.1 General Policy Provisions Related to Resolution of Concerns

#### **Right to Express Concerns**

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

### 4-33.2 Process

#### **Overview of 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.

The levels of lowest levels of authority shall be as follows:

1. **Classroom-related concerns** – Coaches
2. **Disciplinary concerns** – Head of Restorative Discipline
3. **School-related concerns** (including policies, procedures, administration, unresolved concerns, etc.) – Chief Executive Officer or their designee
4. **Lunch-program<sup>1</sup> concerns** – Chief Operating Officer
5. **Appeals** – Governing Board
  - a. Decisions rendered by the Governing Board shall be considered final

#### **Right to End Meetings**

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.

#### **Submission of Grievance**

All appeals to the Governing Board must be submitted in writing. The letter or email should include the complainant's and his or her student's name, the complainant's contact information (address and phone number), a description of the complaint, and a description of the school's actions upon initially raising the complaint.

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<sup>1</sup> Note this includes civil rights concerns within the food program. All civil rights complaints are directed to the USDA Office of the Assistant Secretary for Civil Rights



## 4-34 Technology Acceptable Use Policy

### 4-34.1 Internet Use and Safety

Kairos Academies recognizes that computers and the Internet have educational purpose when used properly. Further, Kairos Academies' leverages a virtual academic platform and curriculum (Summit Learning Platform) and 1:1 laptops.

When using the internet, specifically, Kairos Academies 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 Kairos Academies will inform students on the appropriate use of email and Internet safety, require written acceptance of the Kairos Internet and Device Acceptable Use Policy, 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, Kairos Academies cannot guarantee the Internet and computer environment for its students. In the event that the filtering software is unsuccessful and students gain access to inappropriate and/or harmful material, Kairos and individual school sites will not be liable.

Kairos Academies will comply with the Children's Internet Protection Act (CIPA) and uses available filtering software ([GoGuardian](#)).

#### **Internet is a Privilege**

The use of the 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 to deny, revoke, or suspend specific user access is final. In the event that this occurs, the student will continue to have equal access to participate in the educational program.

### 4-34.2 Staff Responsibilities for Use of Technology

Kairos Academies staff will be held accountable to the following set of responsibilities:

- 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 students' use 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.

#### 4-34.3 Student Responsibilities for Use of Technology

##### **Prohibition of Student Behaviors**

Access to Kairos' academic platform use of Kairos' equipment, including Kairos Chromebooks, requires written acceptance of the *Kairos Internet and Device Acceptable Use Policy*, which includes the prohibition of the following behaviors:

- Cyber bullying
- Illegal activities
- Use of inappropriate language
- Use for non-educational or non-professional activities
- Installing unauthorized software (e.g. games)
- Physical abuse of resources
- Excessive use of resources (e.g. downloading large files)
- Plagiarism and copyright infringement
- Accessing of inappropriate (e.g., profane, obscene, dangerous, discriminatory, etc.) material
- Advertising, promotion, or commercial purposes
- Knowingly uploading or creating computer viruses.
- 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.

In addition, students are expected to:

- 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.

##### **Destruction or Loss of Equipment**

In the event that Kairos equipment (e.g. Chromebooks) is lost or destroyed, payment for repairs or loss may be required, in line with market rates. If payment is limited or not possible, other consequences determined by Kairos Academies may ensue.

#### 4-34.4 Network User Responsibilities

Users of Kairos Academies' technology resources must:



- Do so in support of education and research consistent with the educational objectives of Kairos Academies.
- 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 the technology resources by following this policy and maintaining secrecy of all passwords. All known breaches of security must be reported to the Chief Executive Officer.
- Be aware that network files and electronic mail are not guaranteed to be private. School technology personnel shall have access to all files.
- Not permit others to use one's account.

#### 4-34.5 Internet Use Agreement

Before use of the Internet and technology, students must obtain parental permission via written acceptance of the *Kairos Internet and Device Acceptable Use Policy*.

#### 4-34.6 Transmission of Material in Violation of State or Federal Regulations

Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.



## 4-35 Drug Free Schools

### 4-35.1 Drug and Alcohol Prevention Programs

Pursuant to requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and to the requirements of the Safe Schools Act, and for the purpose of preventing the use of illicit drugs and alcohol by students, Kairos Academies shall provide age-appropriate, developmentally based drug and alcohol education and prevention programs to all students. 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.

Kairos Academies 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

### 4-35.2 Drug/Alcohol Counseling and Rehabilitation

Kairos Academies 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.



# 4-36 Truancy, Child Abuse, and Educational Neglect

## 4-36.1 Overview

In accordance with 201.115 RsMo educators in Missouri have the duty to report suspected truancy, child abuse and educational neglect to the Missouri Children's Division.

## 4-36.2 Mandated Reporting

### **Truancy**

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 Chief Executive Officer, or their designee, who will then become responsible for making a report via the Student Abuse Hotline to the Children's Division. The Chief Executive Officer shall inform the Board that a report has been made and keep the Board apprised of the status of the case.

### **Abuse**

An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Missouri Children's Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.



## 4-37 Discipline

### 4-37.1 Overview

Kairos Academies' 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. Kairos Academies employs a restorative justice approach to discipline, designed to redress the mistake and any harm it caused by giving students the opportunity to reflect, remedy, and improve.

Disciplinary actions are determined by our faculty and, when possible, made to fit the offense. Serious transgressions and/or failure to abide a mediation penalty will result in parental involvement.

The Board authorizes the immediate removal of a student upon a finding by the Chief Executive Officer or their designee 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.

### 4-37.2 Enforcement

The Chief Executive Officer or their designee is responsible for the oversight of 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.

Faculty have the authority and responsibility to make and enforce necessary rules for internal governance in the classroom, subject to review by The Chief Executive Officer or their designee. The Board expects each teacher to maintain a satisfactory standard of conduct in the classroom. All staff are required to enforce 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 Kairos Academies 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.



## 4-37.3 Definitions of Major Disciplinary Methods

### **In-School Suspension**

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

A teacher may request that a student who has been assigned to in-school suspension be allowed to attend their 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 Chief Executive Officer has the final decision.

### **Out-of-School Suspension**

A short-term suspension is defined as the removal of a student from school (or school bus) for 10 days or fewer.

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 a full cycle (7 weeks).

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 Chief Executive Officer 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 Chief Executive Officer 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.

### **Expulsion**

Defined as the removal of a student from school (or school bus) indefinitely. Only the school's governing board may impose expulsion.

A student who has been expelled may not attend Kairos Academies.

### **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 Chief Executive Officer, a local formal hearing officer, or the school's governing board. Violation of a local school or school system rule while on probation may result in further disciplinary action.



### **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 Chief Executive Officer for permission for the student to participate in school-sponsored activities. If denied permission by the Chief Executive Officer, the parent or guardian may appeal to the school's governing board. The Board's decision shall be final.

## **4-37.4 Major Offenses**

### **Reporting to Law Enforcement**

It is the policy of Kairos Academies 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 Chief Executive Officer shall also notify the appropriate law enforcement agency if a student is discovered to possess a controlled substance or weapon in violation of Kairos policy.

In addition, the Chief Executive Officer 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.

#### **Documentation in Student's Discipline Record**

The Chief Executive Officer, 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 are 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.

#### **Prohibition Against Being on or Near School Property During Suspension**

All students who are suspended or expelled are prohibited from being on school property for any reason unless permission is granted by the superintendent or designee. Any student who is suspended for any offenses listed in § 160.261, RSMo., or any act of violence or drug-related activity shall not be allowed to be within 1,000 feet of Kairos Academies unless one of the following conditions exist:

1. The student is 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 Chief Executive Officer or



their designee.

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 Kairos Academies 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.

### **Prohibited Conduct**

The following are descriptions of prohibited conduct. In addition to consequences determined by Kairos Academies, Kairos Academies will notify law enforcement, when necessary, and document violations in the student's discipline file pursuant to law and Board policy.

- 1. Arson**

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

- 2. Assault**

- a. 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.
- b. Attempting to kill or cause serious physical injury to another; killing or causing serious physical injury to another.

- 3. 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.

- 4. 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.

- 5. 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.

**6. Dishonesty**

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

**7. Disrespect to Staff**

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

**8. 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 Kairos Academies' policy or considered inappropriate in educational settings or that materially and substantially disrupts classroom work, school activities or school functions.

**9. Drugs/Alcohol**

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

**10. Extortion**

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

**11. Failure to Meet Conditions of Suspension**

Coming within 1,000 feet of Kairos Academies 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.

**12. 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.

**13. Fighting (see also, "Assault")**

Mutual combat in which both parties have contributed to the conflict either verbally or by physical action.

**14. 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.

**15. 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.

**16. Public Display of Affection**

Physical contact that is inappropriate for the school setting including, but not limited to, kissing and groping.

**17. Sexual Harassment/Discrimination**

- a. 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.

- b. 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.

#### **18. 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.

#### **19. Technology Misconduct**

- a. Unauthorized use of cellular telephones, personal computers, or unauthorized use of electronic devices during instructional time.
- b. Attempting, regardless of success, to gain unauthorized access to technology system or information; to use Kairos Academies technology to connect to other systems in evasion of the physical limitations of the remote system; to copy Kairos Academies files without authorization; to interfere with the ability of others to utilize Kairos Academies technology; to secure a higher level of privilege without authorization; to introduce computer "viruses," "hacking" tools, or other disruptive/destructive programs onto or using Kairos Academies technology; or to evade or disable a filtering/blocking device.
- c. 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 Kairos Academies technology.

#### **20. Theft**

Theft, attempted theft or knowing possession of stolen property.

#### **21. 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 Kairos Academies, 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.

**22. Tobacco**

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

**23. Truancy**

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.

**24. 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.

**25. Vandalism**

Willful damaging or the attempt to cause damage to real or personal property belonging to the school, staff or students.

**26. Weapons**

- a. Defined as the possession or use of any instrument or device, other than those defined in 18 U.S.C. § 921, 18 U.S.C. § 930(g)(2) or § 571.010, RSMo, which is customarily used for attack or defense against another person; any instrument or device used to inflict physical injury to another person.
- b. Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in § 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)



## 4-38 Weapons at School

### 4-38.1 Prohibition of Firearms on School Premises

The presence of firearms and weapons poses a substantial risk of serious harm to Kairos Academies' students, staff and community members, and is a violation of state law. Therefore, possession of firearms and weapons is prohibited on school premises at all times except for law enforcement officials.



## 4-39 Student Safety

In addition and pursuant to the No Child Left Behind Act of 2001, student victims of a violent criminal offense that was committed on school premises may transfer to another school. To ensure 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.

Kairos Academies 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.



# 4-40 Seclusion, Restraint, and Corporal Punishment

The Board of Kairos Academies adopts the following policy effective on the date that the policy is adopted by the Board.

## **General Policy Provisions**

The use of chemical restraint, mechanical restraint, or prone restraint, as defined by state law, is prohibited by the school.

The use of seclusion, as defined by state law, is prohibited within the School.

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.

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.

## **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.

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.

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.

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.

Before any staff member may implement physical restraint, he or she should have completed an approved training program.



Approved training programs must address a full continuum of positive behavioral intervention strategies as well as prevention and de-escalation techniques and restraint.

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.

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.

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.

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:

- a. The date, time of day, location, duration, and description of the incident and interventions;
- b. Any event leading to the incident and the reason for using restraint;
- c. A description of the methods of restraint used;
- d. The nature and extent of an injury to the student;
- e. The names, roles, and certifications of each employee involved in the use of restraint
- f. The name, role, and signature of the person who prepared the report;
- g. The name of any employee whom the parent or guardian can contact regarding the incident and use of restraint;
- h. The name of an employee to contact if the parent or guardian wishes to file a complaint; and
- i. 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.

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.

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.

### **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.

### **Student Fights or Altercations**

This policy does not prohibit a staff member from taking appropriate action to diffuse a student fight or altercation.

### **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.

### **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.



## **Corporal Punishment**

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.

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.



## 4-41 Services for Students With Disabilities

Kairos Academies does not have a general curriculum for students with disabilities. Instead, it is the policy of Kairos Academies 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, Kairos Academies' IEPs will address the extent to which each student's disability affects their ability to access Kairos Academies' 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.

Kairos Academies 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 their 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 Chief Executive Officer, Chief Academic Officer, 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.



## 4-42 Instruction for Students with Disabilities

It is the policy of Kairos Academies 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.

Kairos Academies 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.



## 4-43 Instruction for At-Risk Students

### 4-43.1 Definition

At-risk students are those whose educational outcomes are in jeopardy because they are experiencing academic deficits, have become disaffected with school and learning, or impacted by other factors which impede education and social development.

### 4-43.2 Identification of At-Risk Students

Kairos Academies shall meet all federal and state requirements for identifying and providing services to educationally at-risk students, including, for a school that offers high school education, the implementation of a measurable system for identifying students in their ninth grade year, or students who transfer into the school subsequent to their ninth grade year, who are at risk of not being ready for college-level work or for entry-level career positions.

### 4-43.3 Academic and Career Counseling

Academic and career counseling shall take place prior to graduation so that the school may attempt to provide sufficient opportunities to the student to graduate college-ready or career-ready and on time.

### 4-43.4 Exceptions

The requirements in this policy may be waived for any student with a disability if recommended by the student's IEP committee.



## 4-44 Active Shooter Training and Drills

All school personnel shall participate in a simulated active shooter and intruder response drill conducted and led by law enforcement professionals. Each drill may include an explanation of its purpose and a safety briefing. The training shall require each participant to know and understand how to respond in the event of an actual emergency on school property or at a school event. The drill may include:

(1) Allowing school personnel to respond to the simulated emergency in whatever way they have been trained or informed; and

(2) Allowing school personnel to attempt and implement new methods of responding to the simulated emergency based upon previously used unsuccessful methods of response.

All instructors for the program shall be certified by the department of public safety's peace officers standards training commission.



## 4-45 Dyslexia Screening

### 4-45.1 Screenings for Students in First Through Third Grade

The school shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines (grades 1-3).

### 4-45.2 Reasonable Classroom Support

The Governing Board of Kairos Academies shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

### 4-45.3 Teacher Training

Kairos 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.



## 4-46 Cardiopulmonary Resuscitation

For a school that offers high school education, the school shall provide enrolled student instruction in cardiopulmonary resuscitation. Upon graduation from high school, pupils shall have received thirty minutes of cardiopulmonary resuscitation instruction and training in the proper performance of the Heimlich maneuver or other first aid for choking given any time during a pupil's four years of high school. Instruction shall be included in the school's existing health or physical education curriculum.

Students with disabilities may participate to the extent appropriate as determined by the provisions of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.



# 4-47 English Language Learners (ELL) Policy

## 4-47.1 Overview of Legal Requirements

English Language Learner (ELL) programs and activities must 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.

## 4-47.2 Definitions

1. **Limited English Proficient (LEP)** refers to 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. for whom one of the following is true:
    - i. was not born in the United States or whose native language is a language other than English; or
    - ii. is a Native American or Alaska Native, a native resident of the outlying areas; or 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 one of the following:
    - i. the ability to meet the State's proficient level of achievement on Missouri State Assessments
    - ii. the ability to successfully achieve in classrooms where the language of instruction is English; or
    - iii. the opportunity to participate fully in society
2. **English for Speakers of Other Languages (ESOL)** are programs that teach language skills to students from non-English-speaking backgrounds.
3. **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.



## 4-47.3 ELL Programming

### **Role Responsible**

The LEA's coordinator for ELL programs is the Chief Executive Officer.

### **Requirements of the Language Instruction Program**

The ELL Coordinator or their designees will develop and implement language instruction programs that:

1. Identify 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. The ELL Coordinator will also 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 educational program for ELL students to increase 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/guardians 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.



# 4-48 Program for Homeless Students Policy

## 4-48.1 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; or 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. is a migratory child or youth who qualifies as homeless because the child or youth is living in circumstances described in subdivisions (i) to (iii) above.

The first category may include some individuals who have moved in with others.

Consideration of each individual case, along with the permanency of the situation, will be needed in order to identify those who are homeless.

1. “Enroll” and “enrollment” include attending classes and participating fully in school activities.
2. “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.

## 4-48.2 Enrollment and Placement

### School Placements on the Basis of “Best Interest”



LEAs must make school placement determinations on the basis of the “best interest” of the homeless child or youth. Using this standard, Kairos Academies must allow for:

1. Continuing 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; unless doing so is contrary to the wishes of the child or youth’s parent or guardian; or
2. Enrollment of 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.

If Kairos Academies 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, Kairos Academies 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.

### **Waiving of Enrollment Requirements**

Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived if allowed by law. Kairos Academies may, however, require contact information. Unaccompanied youth will be afforded all protections required by law, including immediate enrollment in the school without proof of guardianship.

### **Determination of Grade Level**

If Kairos Academies is unable to determine the grade level of the student because of missing or incomplete records, Kairos Academies shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child/youth.

## **4-48.3 Transportation**

### **Transportation Required**

Transportation must be provided, at the request of the parent or guardian (or in the case of the unaccompanied youth, the homeless liaison) to and from the school of origin.

- If the homeless child or youth continues to live in the area served by Kairos Academies, Kairos Academies must provide or arrange for the child’s or youth’s transportation to or from the school of origin.
- If the homeless child or youth continues his or her education in the school of origin but begins living in an area served by another LEA, the LEA of origin (Kairos Academies) and the LEA in which the homeless child or youth is living must agree upon a method to apportion the



responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.

The transportation requirement applies even if the LEA does not provide transportation to non-homeless students.

#### 4-48.4 Services

##### **Provision of Comparable Services**

Each homeless child or youth shall be provided services comparable to services offered to other students in the LEA including, but not limited to:

- transportation services;
- educational services for which the child meets the eligibility criteria, such as educational programs for disadvantaged, disabled, and gifted and talented students;
- vocational programs;
- school meals programs;
- before-and-after-school care programs;
- and programs for students with limited English proficiency

##### **Non-Segregation**

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.

#### 4-48.5 Records

##### **Assistance in Obtaining Records**

Once Kairos Academies has determined that an enrolling student is homeless, Kairos Academies will assist the student in obtaining their education, immunization, medical, and other records. According to McKinney-Vento, the student will be enrolled in the interim.

##### **Requirements of 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, then Kairos Academies will work with the student to begin an immunization series. Progress will be assessed within ninety (90) days. Kairos will comply with McKinney-Vento and all other applicable laws.

##### **Exemption for Immunization**



If the homeless student maintains that they are exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in § 167.181.3, RSMo.

### **Maintenance of Records**

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.

## **4-48.6 Liaison**

The Board will designate an individual to act as the LEA's homeless liaison to ensure compliance with federal and state law. The homeless liaison will ensure that homeless children and youth enroll and succeed in the schools of that agency; that homeless families, children and youth receive programs and services for which they are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services; and that homeless students have a full and equal access to Kairos' educational experience. The homeless liaison will also ensure that disputes regarding the placement or education of homeless children or youth are resolved in a timely fashion.

The LEA shall inform school personnel, service providers and advocates working with homeless families of the duties of the LEA homeless liaison.

## **4-48.7 Resolving Grievances**

### **Level I**

A complaint regarding the placement or education of a homeless child or youth shall first be presented orally and informally to the LEA's homeless liaison. If the complaint is not promptly resolved (within five (5) days or as deemed reasonable by all parties), the complainant may present a formal written complaint (grievance) to the homeless liaison. The written charge must include the following information: date of filing, description of alleged grievances, the name of the person or persons involved and a recap of the action taken during the informal charge state. Within five (5) working days after receiving the complaint, the coordinator shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the coordinator will inform the Chief Executive Officer or their designee of the formal complaint and the disposition.

### **Level II**

Within five (5) working days after receiving the decision at Level I, the complainant may appeal the



decision to the Chief Executive Officer or their designee by filing a written appeal package. This package shall consist of the complainants' grievance and the decisions rendered at Level I. The Chief Executive Officer or their designee will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Chief Executive Officer or their designee shall state a decision in writing to the complainant, with supporting evidence and reasons.

### **Level III**

If the resolution is not reached in Level II, a similar written appeals package shall be directed through the Chief Executive Officer or their designee to the Board requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board may be conducted in closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state its decision and reply in writing to the parties involved. For LEA purposes, the decision of the Board is final.

### **Level IV**

If the complainant is dissatisfied with the action taken by the LEA's Board, 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.



# 4-49 Missouri Course Access and Virtual School Program

## 4-49.1 Eligibility

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.

## 4-49.2 Payment for Course by School

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," hereby defined as "a determination that doing so is not in the best educational interest of the student."
  - The student's family shall be notified they have a right to appeal to the charter school governing body during a governing body meeting; and 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.



### 4-49.3 Informing Parents

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 community handbook, registration documents, and on the school's website.

### 4-49.4 Payment Schedule and Amount

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.

### 4-49.5 Transfer Students Participating in MO Course Access and Virtual School Program

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.

### 4-49.6 Right to Terminate or Alter Course

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.

### 4-49.7 Provision of Feedback to the Department of Elementary and Secondary Education

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.



## 4-50 Braille Instruction

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

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.

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.

The student's individualized education plan shall specify:

- (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 the duration of each session.



## 4-51 Visitors

Visitors to school premises must make an appointment at least 12 hours in advance with a Kairos staff member. Visitors, including parents, who show up without appointments will be turned away, unless approved by the CEO or their designee.

Students will be dismissed and picked up through the student exit on Miami St., not the front lobby, except when required by student medical considerations.

Visitors, including parents, who disturb the learning environment or otherwise cause a nuisance may be banned from building premises. This includes visitors who disturb the lobby environment of Kairos' landlord. Disturbance includes but is not limited to raised voices, curse words, threats, or other signs of aggression. Unruly visitors will receive a letter, both by mail and email, mandating that they not return to school premises except during sanctioned dropoff and pick up for parents. Visitors have 14 days to respond to the ban, including a request for a hearing with the school board at the next board meeting.



# 4-52 Interstate Compact on Educational Opportunity for Military Children Model Policy

This policy implements the obligations of Kairos Academies under the Interstate Compact on Educational Opportunity for Military Children.

## Definitions

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Receiving state: the state to which a child of a military family is sent, brought, or caused to be sent or brought.
- G. Sending state: the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- H. 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.



## **Applicability**

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.

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.

## **Student Eligibility and Enrollment**

Upon receipt of the unofficial education records by Kairos Academies, the 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.

Simultaneous with enrollment and conditional placement of student, Kairos Academies shall request the student's official education record from the school in the sending state. If Kairos Academies is the school in the sending state, Kairos Academies will process any such request and furnish the official education records to the school in the receiving state within ten (10) days.

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.

Kairos Academies 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.

A transitioning military child shall have thirty (30) days from the date of enrollment to obtain any required immunization(s).

A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend Kairos Academies if he/she was enrolled while residing with the custodial parent.

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.

Kairos Academies shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

### **Placement and Attendance**

When the student transfers before or during the school year, Kairos Academies 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 Kairos Academies from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

Kairos Academies 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 Kairos Academies from performing subsequent evaluations to ensure appropriate placement of the student.

Kairos Academies shall initially provide comparable services to a student with disabilities based on their current Individualized Education Program (IEP). Kairos Academies 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 Kairos Academies from performing subsequent evaluations to ensure appropriate placement of the student. Nothing in this section exempts Kairos Academies from the requirements of federal and state law.

Kairos Academies may waive course/programs prerequisites, or other preconditions for placement in courses/programs.

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 Kairos Academies to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.

### **Graduation**

Kairos Academies 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, Kairos Academies shall provide an alternative means of acquiring coursework so that graduation may occur on time.



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. Kairos Academies shall ensure cooperation, as either the sending or receiving local education agency, in the event of the situation described in this section.



# 4-53 Migrant Procedure

## Identification

For purposes of Board policies and regulation, a child is a “migratory child” and is eligible for the Migrant Education Program (MEP) if all of the following conditions are met:

1. The child is not older than 21 years of age; and
2. The child is entitled to a free public education (through grade 12) under State law or is below the age of compulsory school attendance; and
3. The child is a migratory agricultural worker or a migratory fisher or has a parent, spouse, or guardian who is a migratory agricultural worker or a migratory fisher; and
4. The child moved within the preceding 36 months in order to seek or obtain qualifying work, or to accompany or join the migratory agricultural worker or migratory fisher identified in paragraph three above, in order to seek or obtain qualifying work; and
5. The child has moved from one LEA to another.

Potential migrant students will be identified through a question on the school enrollment form. If it 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.

## 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.



## 4-54 Promotion Policy

To be promoted to the next grade level, a Kairos Academies student must average a passing grade (60% or above) between their English, History, Math, and Science courses, according to the school's grading policy at the time. The CEO or their designee can choose to promote students who do not meet the above criterion due to extenuating circumstances at their discretion.



## 4-55 Withdrawal Trigger

For the purposes of attendance and enrollment, a student will be considered withdrawn after either 10 consecutive unexcused absences or 15 unexcused absences in any 8 week period. Students who withdraw will be unenrolled and will be required to re-apply to Kairos in order to reënroll. The CEO or their designee can choose to keep students who meet the above criterion enrolled at Kairos due to extenuating circumstances at their discretion.



## 4-56 Physiology Textbook

The Governing Board of Kairos Academies adopts the following policy effective on that date that the policy is adopted by the Board.

### Physiology Textbook

The school shall use a physiology textbook that contains at one or more chapters on dental hygiene.

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.



## 4-57 Missouri Student Religious Liberties

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

### **Anti-Discrimination**

Kairos Academies shall not discriminate against any person on the basis of a religious viewpoint or religious expression.

Kairos Academies shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner Kairos Academies 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.

### **Student Expression in Homework and Classroom Assignments**

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.

Homework and classroom assignments shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by Kairos Academies.

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, Kairos 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.

### **Student Prayer, Religious Activities, and Religious Expression**

Students in Kairos Academies 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.

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.



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.

Religious groups shall be allowed to advertise or announce meetings in the same manner as student groups that meet for nonreligious activities.

Kairos Academies 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.

### **Student Clothing, Accessories, and Jewelry**

Students at Kairos Academies 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.

### **Construction**

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 Kairos Academies from maintaining order and discipline in a content and viewpoint neutral manner

Prohibit Kairos Academies from protecting the safety of students, employees, and visitors of Kairos Academies

Prohibit Kairos Academies 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.



## 4-58 Limited Public Forum

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

### **Establishment of Limited Public Forum**

A limited public forum is hereby established for student speakers at all Kairos Academies events at which a student is to publicly speak.

### **Student Speakers**

Students speakers at school events and graduation ceremonies shall be selected using criteria that the CEO or designee may determine for the event. Example, neutral criteria for graduation speaker could be grade point average.

Student speakers are prohibited from engaging in obscene, vulgar, offensively lewd, or indecent speech.

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.

### **Disclaimer**

Any student speech at a school event or graduation ceremony does not reflect the endorsement, sponsorship, position, or expression of Kairos Academies.

Such disclaimer shall be made in writing, orally, or both prior to a student speech at any school event or graduation ceremony.



# 4-59 School Assessment Plan: Test Security Policy

## **Test Security**

1. All Missouri Assessment Program materials including standardized test booklets are to be stored, immediately upon receipt, in a secured area. Student test booklets shall remain in the secured area except during those time periods necessary for processing, scoring, or delivery to and from locations as part of the testing process.
2. Only the School Administrators shall have access to stored test booklets.
3. School Administrators shall ensure that test materials are counted and inventory sheets are completed.
4. Teachers shall not have access to student test booklets prior to the testing period designated in the School Testing Calendar, unless it is necessary to comply with a student's IEP, or the teacher needs additional time to complete required identifying information on student test booklets that is not contained on the pre-coded student answer sheets or student information sheets.
5. At least one week prior to testing, School Administrators shall provide training for:
  - a. Completing all forms, including student information sheets, inventory sheets, validity forms, and completed testing envelopes;
  - b. Test administration and completed student test booklet collection procedures;
  - c. Test security; and
  - d. Special procedures for IEP students, make-ups for absentees, required time schedules, and other processes.
6. All items that give clues to correct answers shall be removed from the walls of the room in which tests are to be administered. Examples include: maps, multiplication tables, and periodic tables.

## **Test Administration**

1. Test materials shall be administered immediately prior to testing except that:
  - a. The primary teacher shall be given the opportunity to complete identifying information on student answer documents; and
  - b. Administrative manuals may be provided to teachers for the purpose of preparing to administer the test(s).
2. Tests will normally be administered in classrooms by regular, certificated staff members.



3. Students will not receive test booklets until the time for testing has begun.
4. Test administrators will actively monitor students at all time during the test administration.
5. Once a test section is started, it must be completed that day, in the time allotted according to the examiner's manual. As a result, an un-timed MAP testing period should be scheduled at the beginning of the school day.
6. Make-up tests will be given as set forth in the School Testing Calendar. School Administrators will administer the make-up test according to all administration and security procedures. Make-up tests are given to students that were absent or for one reason or another unable to take an entire subject area of the test. Make-up tests shall not be given to students to finish sections started and not completed on the previous day.
7. Except for cases of specified acceptable accommodations according to a student's IEP, all individuals administering the test will follow exactly the procedures outlined in the test administration manual.

### **Test Collection and Storage Following Testing**

1. School Administrators shall collect all answer documents and test booklets from test administrators as soon as possible following the last testing session.
2. School Administrators shall be responsible for counting test materials, organizing them according to instructions, and storing them in a secured area.
3. School Administrators shall prepare all student test booklets, answer sheets, examiner manuals, and other materials for pick-up and delivery to the secured areas. Pick-ups and deliveries will follow the time schedule set forth in the School Testing Calendar.

### **Sanctions Against Unfair Practices**

The following list provides unfair practices the School considers inappropriate and subject to sanction:

1. Copying, in any way, any part of a standardized test for any reason.
2. Removing a test booklet from a secured area without the permission of the School Administrators.
3. Failing to return all test booklets (used and unused) following test administration.
4. Directly teaching any test item included on a test (teaching practice test items and approved materials from published teachers guide books for assistance and guidance in teaching testing taking strategies are excluded).
5. Using any test preparation materials that have not been approved by School Administrators.



6. Indicating to students during testing they have answered one or more items correctly or incorrectly.
7. Giving students clues or answers to questions, allowing students to give each other answers to questions or to copy each other's work.
8. Altering student's answers on standardized test booklets, answer sheets, etc., beyond erasing stray marks or copying answers into undamaged or appropriate test booklets (the latter is usually required for large print and Braille administrations).
9. Altering test administration procedures in any way that violates any agreements with the test publisher.
10. Unduly pressuring or encouraging teachers to engage in any of the aforementioned inappropriate or unfair practices.
11. If a School staff person is suspected of engaging in any of the aforementioned unfair practices, an immediate investigation will occur under the direction of the School Administrators and a representative of the Human Resources Department. If allegations are proven, the appropriate authorities will be notified, and the individuals involved may be fined or have their teaching certificates revoked by the State Board of Education, depending on the final determination of the gravity of the breach of ethics.

### **Cellphone/Smart Watch Policy**

The test administrator shall collect all cell phones and other wearable technology before the students enter the testing room. Any adult in the testing room shall leave their cell phone or other wearable technology outside the testing room.

However, if a student uses their cell phone or other wearable technology to monitor or track a medical issue, the student may have their cell phone or other wearable technology in the testing room. The test administrator shall hold the cell phone or other wearable technology. The cell phone or other wearable technology shall be set to do not disturb for all phone calls, test messages, and other non-medical alerts. In order to have their cell phone or other wearable technology in the testing room, the student shall be required to provide a doctor's note to the school at least one week before the beginning of test administration.

