Friendly Academy Board Policies

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TABLE OF CONTENTS

TABLE OF CONTENTS **2**
STATUTORY CROSSWALK **7**
SECTION 1:
BOARD GOVERNANCE **12**
Charter School Governing Board Roles and Responsibilities 13
Friendly Academy Bylaws 22
Friendly Academy Board Resolution Adopting Policy 41
Conflict of Interest Policy 42
Conflicts of Interest Questionnaire 46
Personal Financial Disclosure 47
Sunshine Law Model Policy 48
Board Meeting Agenda Policy 49
Motion to Enter into Closed Session 50
Board Member Orientation Policy 51
Board Member Development Opportunities 52
Board Conduct Policy 53
Governing Board Records Policy 57
Nepotism Policy 58
Prohibited Expenditures Policy 59
SECTION 2:
BOARD FINANCE **60**
Business Plan and Budget Process 61
System of Fiscal Controls 64
Audit and Annual Report Preparation 66
Annual Operating Budget Policy 67
Bank Procedures Policy 68
Resolution Designating Financial Institution 70
Cash Management Policy 71
School Accounting System Policy 72
Audit and Financial Statements Policy 74
Payroll Policy 76
Grants and Federal Fiscal Compliance Policy 78
Capital Assets Accounting Policy 84
State Tax Sources Policy 85
State and Federal Projects Policy 86
Borrowed Funds Policy 87
Bonded Indebtedness Policy 88

Authorized Signatures Policy....89
Investment Policy....90
School Closure Reserve Policy....95
SECTION 3:
HUMAN RESOURCES....96
Wage and Hour Requirements....97
Child Labor....98
Workers Compensation....99
Fair Credit Reporting Act....100
Garnishment....101
Employee Handbooks....102
Family and Medical Leave Act....104
Equal Employment Opportunity....105
Equal Employment Opportunity Policy....109
Workplace Harassment and Discrimination....110
Harassment Policy....111
Drug Free Workplace....118
Drug Free Workplace Policy....120
Employee Alcohol and Drug Testing Policy....121
Jury Duty and Military Duty....123
Employment at Will....124
Employment Status: At-Will Employment Policy....125
Prospective Employees....133
Professional Personnel Hiring and Recruitment Policy....135
Personnel Evaluations Policy....137
Employee Dress Code Policy....138
Staff Complaints And Grievances Policy....140
Staff Leaves and Absences Policy....144
Communicable Diseases Policy....148
Sample Employment Application Model....151
Employee Information Sharing Policy....158
Background Checks and Fingerprinting Policy....159
Missouri Victims' Economic Security And Safety Act Policy....163
SECTION 4:
SCHOOL OPERATIONS....166
Civil Rights, Title IX, Section 504 Policy....167
Title IX Sexual Harassment Policy....168
Official School Year, School Day, and School Calendar Policy....176
Alternative Methods of Instruction Plan Policy....178

School Annual Report Policy....179
Public Inspection Policy....180
Title I Policy....181
Equal Educational Opportunity Policy....182
Students of Legal Age Policy....183
Student Educational Records Policy....184
Record Retention Policy & Digitization Policy....189
Health Information Records Policy....191
School Safety Plan and Emergency Closing Procedures Policy....192
Communicable Diseases Policy....193
Distribution of Medicine Policy....196
Immunizations Policy....198
Transportation Policy....200
Building Maintenance Policy....202
Student Group Use of Facilities Policy....203
Procurement Policy....204
Solicitations of Staff and Students Model Policy....209
Student and Classroom Observations Policy....210
School Attendance Policy....211
Student Attendance and Accounting Policy....213
Eye Protection Policy....214
Textbooks Policy....215
Parents and Student Complaints and Grievances Policy....216
Technology Acceptable Use Policy....217
Drug Free Schools Policy....221
Student Fees Policy....222
Student Records Policy....223
Students in Foster Care Policy....228
The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board....228
Reporting of Child Abuse and Neglect Policy....229
Discipline Policy....231
Threats of Violence Policy....247
Teacher Externship Model Policy....248
Flag of the United States of America and Pledge of Allegiance Model Policy....249
Eddie Eagle Gunsafe Program Policy....250
Volunteers and Chaperones Policy....251
Weapons at School Policy....253
Student Safety Policy....254

Seclusion, Restraint and Corporal Punishment Policy....255
Active Shooter and Other Emergency Training and Drills Policy.... 259
Age Criteria for Kindergarten Admission Policy....261
Program for Homeless Students Policy....262
Local Educational Agency Title I.A Parental Involvement Policy and School Title I.A Parental Involvement Policy.... 264
Migrant Procedure....270
Strip Searches Policy.... 271
Students with Diabetes Policy....272
Organ, Eye, and Tissue Donation Policy....274
School Admissions Policy....275
Missouri Student Religious Liberties Act Policy....278
Limited Public Forum Model Policy.... 280
Interstate Compact on Educational Opportunity for Military Children Policy.... 281
Use of Social Media by Teachers, Staff, and Students Policy....285
E-Learning Policy.... 287
Take Home Device Policy.... 289
Telework Policy.... 292
Telework Model Agreement.... 294
Get the Lead Out of School Drinking Water Act Policy....300
Community Engagement Policy....302
Parental Notification Policy.... 304
Annual Performance Report Information Policy.... 305
Will's Law Policy....306
Name and Pronoun Policy....308
Special Education Records Policy....309
Records Retention Model Policy....310
Comprehensive Emergency Operations Plan Policy.... 311
Cardiac Emergency Response Policy....312
Stop The Bleed Act Policy....316
School Safety Coordinator Policy....317
Anti-Intruder Lock Policy....318
Electronic Communication Device Policy....319
Student Enrollment Behavioral Threat Assessments And Personal Safety Plans Policy.... 320
Zero Tolerance Disciplinary Policy....321
Activity And Event Participation of Non-Students Policy.... 322
Bus Driver Background Check Policy.... 324
CROWN Act Policy.... 325
SECTION 5:

EDUCATIONAL INSTRUCTION..... 326
Reading Instruction Model Policy..... 327
Human Sexuality And Sexually Transmitted Diseases Instruction Model Policy..... 328
Grading and Reporting Policy..... 331
Fieldtrips and Enrichment Activities Policy..... 332
Services for Students with Disabilities Policy..... 333
Instruction for Students with Disabilities Policy..... 334
Instruction for At-Risk Students Policy..... 335
Dyslexia Screening Policy..... 336
English Language Learners (ELL) Policy..... 337
Missouri Course Access and Virtual School Program Policy..... 339
Academic and Career Counseling Program Policy..... 341
Braille Instruction Policy..... 342
Agriculture or Career and Technical Course Policy..... 347
Physiology Textbook Policy..... 348
Reading Success Plan Policy..... 349
Reading Instruction Act Policy..... 350
Reading Assessment Policy..... 351

STATUTORY CROSSWALK

This section provides the statutory or regulatory requirement underlying policies in this Series. Not all policies have an underlying statutory or regulatory requirement—rather they are a recommended business or educational best practice.

SECTION 1: BOARD GOVERNANCE

Charter School Governing Board Roles and Responsibilities	§ 160.400.8, RSMo
Model Bylaws	§ 160.405, RSMo; *see also* Chapter 355, RSMo
Conflict of Interest Model Policy	§ 160.400.15
Personal Financial Disclosure	§ 160.400.15; § 105.483-.489, RSMo.
Sunshine Law Model Policy	Chapter 610, RSMo
Board Meeting Agenda Model Policy	§ 160.400.15
Model Motion to Enter into Closed Session	§ 610.021, RSMo
Governing Board Records Model Policy	Chapter 61, RSMo
Nepotism Model Policy	Missouri Constitution Article VII, § 6
Prohibited Expenditures Model Policy	§ 115.646, RSMo

SECTION 2: BOARD FINANCE

System of Fiscal Controls	§ 160.066, RSMo
Audit and Annual Report Preparation	§ 160.405, RSMo
Annual Operating Budget Model Policy	§ 160.417, RSMo
School Accounting System Model Policy	§ 160.405, RSMo
Audit and Financial Statements Model Policy	§ 160.405, RSMo
Federal Fiscal Compliance Model Policy	Every Student Succeeds Act
Investment Model Policy	§ 67.085, RSMo; § 165.051, RSMo

SECTION 3: HUMAN RESOURCES

Wage and Hour Requirements	Federal Fair Labor Standards Act
Child Labor	Chapter 294, RSMo; Fair Labor Standards Act
Workers Compensation	Chapter 287, RSMo
Fair Credit Reporting Act	Federal Fair Credit Reporting Act
Family and Medical Leave Act	Federal Family and Medical Leave Act
Equal Employment Opportunity Model Policy	Missouri Human Rights Act (Chapter 213, RSMo); Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act; Age Discrimination in Employment Act; Rehabilitation Act of 1973; Equal Pay Act and § § 291.400-460, RSMo; Pregnancy Discrimination Act

Harassment Model Policy	Missouri Human Rights Act (Chapter 213, RSMo); Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act; Age Discrimination in Employment Act; Rehabilitation Act of 1973; Equal Pay Act and § § 291.400-460, RSMo; Pregnancy Discrimination Act
Drug Free Workplace Model Policy	Federal Drug Free Workplace Act of 1988; § 105.110, RSMo
Judicial, Military Duty, And Religious Leave Model Policy	§ 494.460, RSMo
Communicable Diseases Model Policy	§ 167.191, RSMo; § 160.405, RSMo; Civil Rights Act; Americans with Disabilities Act
Employee Information Sharing Model Policy	§ 162.068, RSMo
Background Checks and Fingerprinting Model Policy	§43.540, RSMo; § 168.133
Missouri Victims' Economic Security and Safety Act Model Policy	§ 285.630, RSMo

SECTION 4: SCHOOL OPERATIONS

Civil Rights, Title IX, Section 504 Model Policy	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; Age Discrimination Act of 1985
Title IX Sexual Harassment Model Policy	Title IX of the Education Amendments of 1972
Official School Year And School Day Model Policy	§ 171.031, RSMo
Alternative Methods of Instruction Plan Model Policy	§ 171.033, RSMo
School Calendar Model Policy	§ 160.405, RSMo and § 160.011, RSMo
Fiscal Year Model Policy	N/A
School Annual Report Model Policy	§ 160.522, RSMo
Public Inspection Model Policy	§ § 160.066 and 160.410, RSMo
Title I Model Policy	Every Student Succeeds Act of 2015
Equal Educational Opportunity Model Policy	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
Students of Legal Age Model Policy	Family Education Rights and Privacy Act
Student Educational Records Model Policy	Family Educational Rights and Privacy Act
Health Information Records Model Policy	Family Educational Rights and Privacy Act; Individuals with Disabilities Act; Section 504 of the Rehabilitation Act of 1973

School Safety Plan and Emergency Closing Procedures Model Policy	§ 160.480, RSMo
Communicable Diseases Model Policy	"Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators"; § 167.191, RSMo
Distribution of Medicine Model Policy	§ § 167.627, 167.627, RSMo
Immunizations Model Policy	§ 167.181, RSMo
Student Group Use of Facilities Model Policy	Equal Access Act of 1984
Student and Classroom Observations Model Policy	Federal Family Education Rights and Privacy Act
School Attendance Model Policy	§ 167.031, RSMo
Eye Protection Model Policy	§ 170.005, RSMo
Textbooks Model Policy	§ 170.051, RSMo
Parents and Student Complaints and Grievances Model Policy	§ 160.405, RSMo
Technology Acceptable Use Model Policy	§ 182.827, RSMo
Drug Free Schools Model Policy	§ 161.504, RSMo
Student Fees Model Policy	§ 160.415.11, RSMo
Student Records Model Policy	Family and Educational Privacy Act and the Safe Schools Act
Reporting of Child Abuse and Neglect Model Policy	§ 210.115, RSMo
Discipline Model Policy	§ 160.405, RSMo; § 167.117, RSMo
Threats of Violence Model Policy	N/A
Teacher Externship Model Policy	§ 168.025, RSMo
Flag of the United States of America and Pledge of Allegiance Model Policy	§ 171.021, RSMo
Eddie Eagle Gunsafe Program Model Policy	§ 171.410, RSMo
Weapons at School Model Policy	§ 571.03, RSMo
Student Safety Model Policy	Every Student Succeeds Act
Seclusion, Restraint and Corporal Punishment Model Policy	§ 160.263, RSMo
Cardiopulmonary Resuscitation Instruction Model Policy	§ 170.310, RSMo
Active Shooter Training and Drills Model Policy	§ 170.315, RSMo
Age Criteria for Kindergarten Admission Model Policy	§ 160.053, RSMo
Program for Homeless Students Model Policy	McKinney-Vento Homeless Assistance Act
Local Educational Agency Title I.A Parental Involvement Model Policy and School Title I.A Parental Involvement Model Policy	Every Student Succeeds Act
Model Migrant Procedure	Elementary and Secondary Education Act
Safe Place For Newborns Act Instruction Model Policy	§ 170.312, RSMo

Strip Searches Model Policy	§ 167.166, RSMo
Students with Diabetes Model Policy	§ § 167.800-.824, RSMo
Organ, Eye, and Tissue Donation Model Policy	§ 170.311, RSMo
Missouri Student Religious Liberties Act Model Policy	§ 160.2500, RSMo
Limited Public Forum Model Policy	§ 160.2500, RSMo
Interstate Compact on Educational Opportunity for Military Children Model Policy	§ 160.2000, RSMo
Get the Lead Out of School Drinking Water Act Model Policy	§ 160.077, RSMo
Community Engagement Model Policy	§ 162.058, RSMo
Parental Notification Model Policy	
Annual Performance Report Information Model Policy	§ 162.084, RSMo
Will's Law Model Policy	§ 167.625, RSMo
Identification Cards Model Policy	§ 170.048, RSMo
Mental Health Awareness Training Model Policy	§ 170.037, RSMo
Special Education Records Model Policy	§ 167.027, RSMo
Records Retention Model Policy	https://www.sos.mo.gov/records/recmgmt/retention/
Comprehensive Emergency Operations Plan Model Policy	§ 160.480, RSMo
Cardiac Emergency Response Model Policy	§ 160.482, RSMo
Stop the Bleed Act Model Policy	§ 160.485, RSMo
School Safety Coordinator Model Policy	§ 160.660, RSMo
Anti-Intruder Lock Model Policy	§ 160.663, RSMo
Electronic Communication Device Model Policy	§ 162.207, RSMo
Student Enrollment Behavioral Threat Assessments and Personal Safety Plans Model Policy	§ 167.022, RSMo
Zero Tolerance Disciplinary Model Policy	§ 167.167, RSMo
Activity and Event Participation of Non-Students Model Policy	§ 167.790, RSMo
Bus Driver Background Check Model Policy	§ 168.133, RSMo
CROWN Act Model Policy	§ 160.082, RSMo

SECTION 5: EDUCATIONAL INSTRUCTION

Course Requirements – Constitution, American History, Missouri Government, Civics Model Policy	§ § 170.011 and 170.345, RSMo

English Language Learners (ELL) Model Policy	Title VI of the Civil Rights Act
Missouri Course Access and Virtual School Program Model Policy	§ 161.670, RSMo
Academic and Career Counseling Program Model Policy	§ 167.266, RSMo
Braille Instruction Model Policy	§ 167.225, RSMo
Agriculture or Career and Technical Course Model Policy	§ 170.017, RSMo
Computer Science Course Credit Model Policy	§ 170.018 RSMo
Physiology Textbook Model Policy	§ 170.031, RSMo
Personal Plan of Study Model Policy	§ 167.903, RSMo
Reading Instruction Model Policy	§ 170.014, RSMo
Human Sexuality And Sexually Transmitted Diseases Instruction Model Policy	§ 170.015, RSMo
Services for Students with Disabilities Model Policy	§ 162.670-162.995, RSMo
Instruction for Students with Disabilities Model Policy	§ 162.670-162.995, RSMo
Instruction for At-Risk Students Model Policy	§ 167.905, RSMo
Dyslexia Screening Model Policy	§ 167.950, RSMo
English Language Learners Model Policy	Title VI
Missouri Course Access and Virtual School Program Model Policy	§ 161.670, RSMo
Academic and Career Counseling Program Model Policy	§ 167.266, RSMo
Braille Instructure Model Policy	§ 167.225, RSMo
Agriculture or Career and Technical Course Model Policy	§ 170.017, RSMo
Computer Science Course Credit Model Policy	§ 170.018, RSMo
Physiology Textbook Model Policy	§ 170.031, RSMo
Personal Plan of Study Model Policy	§ 167.903, RSMo
Show-Me Success Diploma Model Policy	§ 160.560, RSMo
Reading Success Plan Model Policy	§ 167.645, RSMo
Reading Instruction Act Model Policy	§ 170.014, RSMo
Computer Science Course Requirement Model Policy	§ 170.018, RSMo
Reading Assessment Model Policy	§ 167.645, RSMo

SECTION 1:
BOARD GOVERNANCE

Charter School Governing Board Roles and Responsibilities

The board of a charter school is charged with oversight of the charter school. A charter school must be a not for profit corporation and comply with all of the requirements of Chapter 355, RSMo. Non-profit corporations are required to file articles of incorporation and annual statements with the Missouri Secretary of State.

A. Articles of Incorporation

To incorporate a charter school, Articles of Incorporation must be completed, signed, and filed with the Missouri Secretary of State. The form can be found at: http://www.sos.mo.gov/business/corporations/forms.asp. If you have any questions when completing the charter school's Articles of Incorporation, you should contact your school's legal counsel.

B. Bylaws

Bylaws serve as the board's governance document and provide the parameters for how the board operates. The following must be included in the board's bylaws:

Board Members

- Number of board members (minimum of 3), qualifications of board members, and selection process for board members
- Requirement that all board members be residents of Missouri
- Procedures for filling vacancies
- Procedures for member removal and resignation
- Term limits
- Fees and compensation

Officers

- Number and titles of officers
- Required officers: President (or Chairman), Secretary and Treasurer
- Job description for each officer
- Term limits and procedures for filling vacancies

Meetings

- Location and number of meetings to be held each year
- Policy on specially called board meetings
- Compliance with the Missouri Sunshine Law regarding meetings, votes, and records
- Quorum and voting rules
- Rules of order for meetings
- Detail the board's committee structure including procedures for creating a committee

C. The Missouri Sunshine Law

Charter schools are "public governmental bodies" and are therefore subject to the

Sunshine Law as provided in Chapter 610, RSMo

Adopting a Written Policy

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

Public Meetings

Meetings of the board of directors, as the governing body of the charter school, are subject to the open meeting and voting requirements of the Sunshine Law.

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

The following are exceptions to the open meeting requirement:

- A meeting regarding the leasing, purchase or sale of real estate.
  - However, a board shall make publicly available any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a charter school upon execution of the lease, purchase or sale of the real estate.

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

- A meeting regarding hiring, firing, disciplining or promoting of particular employees by a charter school board when personal information about the employee (information relating to the performance or merit of individual employee) is discussed or recorded.

- However, a board shall make publicly available any vote on a final decision, when taken by a board, to hire, fire, promote or discipline an employee of a charter school.

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

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

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

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

The board must give the public notice of the meeting according to the following requirements:

Boards shall give notice of the time, date, and place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered. If a meeting, portion of a meeting, or a vote is to be closed, the notice to the public must include the time, date and place of such closed meeting or vote and the reason for holding it by reference to the specific exception allowed.

If the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access that meeting.

Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a board concurrent with the notice being made available to the members of the board and posting the notice on a bulletin board or other prominent place which is

easily accessible to the public and clearly designated for that purpose at the principal office of the board holding the meeting, or if no such office exists, at the building in which the meeting is to be held.

Notice conforming with the above requirements shall be given at least twenty-four hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of the board. If for good cause such notice is impossible or impractical, as much notice as is reasonably possible shall be given. When it is necessary to hold a meeting on less than twenty-four hours' notice, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

The meeting location must be made accessible to the public. If a meeting is conducted via conference call, the board must provide a means for the public to listen to the meeting. If the meeting is conducted by internet chat, internet message board, or other computer link, it must provide a means for the public to access that meeting. When it is necessary to hold a meeting at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

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

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

The board must keep a record of meetings pursuant to the following requirements:

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

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

Meeting minutes are subject to the Sunshine Law. Accordingly, closed meeting minutes that will remain closed (are not required to be made public as above) should be separately maintained to ensure they are more easily

identifiable and therefore protected from unintentional disclosure.

Public Records

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

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

The Sunshine Law provides exceptions to the open records requirement for the following records:

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

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

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

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

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

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

- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a

negotiated contract until a contract is executed, or all proposals are rejected.

- Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:

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

Certain records are required to be closed and kept confidential. Examples of records that are required to be confidential/closed to the public are:

- Student education records that are specifically required by federal statute or regulation to be kept confidential, such as under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) (a general description of FERPA records issues can be found at: http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html);

    - Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that Friendly Academy not disclose directory information about them.
    - Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is at the discretion of each school. Accordingly, unless Friendly Academy has taken these steps, it is advised to keep school directory information confidential, citing FERPA.

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

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

The Sunshine Law requires a custodian of records be designated by the board.

Responding to a Records Request:

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

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

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

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

- If the records are closed, and that can be determined within the 3 business days, the 3 business day response should be that the records requested are closed, citing to the bases for closure within §610.021, RSMo (by subsection)

and/or other applicable law (such as FERPA).

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

What if part of the information in requested records is closed, and other parts are open?

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

When should a custodian provide for inspection of records?

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

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

The law states that if records are requested in a certain format, the board/school shall provide the records in the requested format, if such format is available. For example, if someone asks for copies of documents in electronic format, and the documents exist in electronic format (such as a PDF), then the custodian should provide them in that format, instead of printing them out and providing hard paper copies.

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

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

Prior to producing copies of the requested records, the person requesting the records may request Friendly Academy to provide an estimate of the cost to the person requesting the records.

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

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

Friendly Academy Bylaws[1]

BYLAWS
OF
FRIENDLY ACADEMY

ARTICLE I
CORPORATION, OFFICES, RECORDS, SEAL

Section 1.1. The Corporation. Friendly Academy is a corporation that is organized under the Missouri Nonprofit Corporation Act.

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

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

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

Without limiting the records required to be kept pursuant to Section 1.4, this corporation shall keep a copy of the following records at its principal office:

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

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

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

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

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

[1] BG, App. A.

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

ARTICLE II
TYPE OF CORPORATION; PURPOSES

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

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

ARTICLE III
DIRECTORS

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

Section 3.2. Powers. All corporate powers shall be exercised by or under the authority of, and the affairs of this corporation shall be managed under the direction of, the board of directors of this corporation. The board of directors shall have and is vested with all and unlimited powers and authorities, except as it may be expressly limited by law, the articles of incorporation or these bylaws, to supervise, control, direct and manage the property, affairs and activities of this corporation, to determine the policies of this corporation, to do or cause to be done any and all lawful things for and on behalf of this corporation, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that (a) the board of directors shall not authorize or permit this corporation to engage in any activity not permitted to be transacted by the articles of incorporation or by a corporation organized under the Missouri Nonprofit Corporation Act, (b) none of the powers of this corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of this corporation, and (c) all income and property of this corporation shall be applied exclusively for its nonprofit purposes.

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

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

No part of the net earnings or other assets of this corporation shall inure to the benefit of any director, officer, contributor, or other private individual, having, directly or indirectly, a personal or private interest in the activities of this corporation, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in this Section 5.1.

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

- Create and support a clear mission, vision, and performance objectives;
- Review and maintain bylaws;
- Establish, interpret and enforce policies consistent with the mission;
- Ensure fiscal health of Friendly Academy including capital assets, operating budgets, fundraising, and endowments;
- Adopt the annual financial budget;
- Approve monthly General Fund and other reports and approve expenditures as required by Board policy;
- Hire, support, manage, and assess the CEO;
- Require reports of the CEO concerning Friendly Academy's progress;
- Evaluate itself annually and develop itself through orientation, ongoing education, and leadership succession planning;
- Establish strategic plans;
- Comply with Missouri's Sunshine Law by adopting a Sunshine Law policy as required by law and otherwise ensuring the board and school comply with the provisions of the Sunshine Law, Ch. 610, RSMo;
- Assure compliance with federal and state laws, regulations and rules;
- Assist in development of plans and specifications and provide financing for school facilities;
- Act as a final appeals board for personnel, parent, and student grievances;
- Hear communications, either written or oral, from stakeholders related to matters of policy;
- Act as charter school advocates and liaisons between the community and school;

- Meeting the terms of the charter and attaining established goals and objectives set forth in the charter document; and

- Meeting the legislative intent of raising student achievement and ensuring Friendly Academy operates in a fiscally responsible manner evidenced by an unqualified audit annually.

Section 3.3. Number and Qualifications. The directors of this corporation shall not be less than three in number. All directors must be natural persons and residents of the State of Missouri. As specified by state law (§160.400.15 RSMo), no member of the board shall hold any other office or employment from the board while serving as a member of the board; no member of the board shall have any substantial interest (see §105.450 RSMo for a definition) in any entity employed by or contracting with the board; no member of the board shall be an employee of a company that provides substantial services to the charter school. Any person who does not meet the requirements of state law may not serve as a director.

Section 3.4. Election and Terms of Office. Directors shall be elected at the annual meeting or at any other meeting called for this purpose. A person so elected as a director shall serve for a term of three years and until the term of office of such director's successor has commenced, or until such director's earlier death, incapacity, disqualification, resignation, or removal.

Any member of the board of directors can nominate someone to join the board of directors. Any director may be elected for successive terms.

Section 3.5. Commencement of Term of Office. The term of office of a person elected a director shall not commence until the time the person accepts the office of director either by a written acceptance or by participating in the affairs of this corporation at a meeting of the board of directors or otherwise.

Section 3.6. Vacancies. Vacancies on the board of directors resulting from the death, resignation, removal, incapacity or disqualification of a director, or by reason of an increase in the number of directors or the failure of an elected director to accept the office of director, may be filled by a majority vote of the remaining members of the board of directors (even though the directors remaining in office constitute fewer than a quorum) at any annual meeting or at a special meeting called for that purpose. A director elected to fill a vacancy shall meet any qualifications set forth in these bylaws, and shall serve for the unexpired term of such director's predecessor and until the term of office of such director's successor has commenced.

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

Section 3.7. Compensation. No director shall receive compensation from this corporation for any service such person may render to it as a director. However, a director may be reimbursed for such director's actual expenses reasonably incurred in attending meetings and in rendering service to this corporation in the administration of its affairs.

Section 3.8. Committees. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors and shall have and exercise the authority of the board in the management of this corporation to the extent provided in the designating resolution. Other committees not having the authority of the board of directors in the management of this corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each such committee shall have such duties and authority as are from time to time delegated to it by the board of directors.

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

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

A committee of the board may not:

(a) authorize distributions to directors, officers, agents or employees except in exchange for value received;

(b) approve or recommend dissolution, merger or the sale, pledge or transfer of all or substantially all of this corporation's assets;

(c) unless otherwise stated in these bylaws or the articles of incorporation, elect, appoint or remove directors or fill vacancies on the board or on any of its committees; or

(d) adopt, amend, or repeal the articles of incorporation or these bylaws.

Section 3.8. Resignation. Any director may resign from the board of directors by delivering a written notice thereof to the board of directors, its presiding officer, or to the president or secretary of this corporation. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice.

Section 3.9. Removal. A director may be removed without cause by a vote of two-thirds of the directors then in office.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Annual Meetings of the Board-Notice. An annual meeting of the board of directors shall be held at such a time and place as shall be determined by the Board of Directors. Notice of an annual meeting shall be given and effective to each director not less than five days before the date of the annual meeting.

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

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

Section 4.3. Special Meetings Special meetings of the board of directors may be called by the chairman of the board, by the president or by at least 20 percent of the directors to be held at any time and for any purpose or purposes. Special meetings shall be held at the principal office of this corporation or at such place or places, within the State of Missouri, as the board of directors shall have determined.

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

Section 4.4. Notice of Meetings

(a) Written notice of each meeting of the board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be provided to each director by the officer or directors calling the special meeting and shall be given and effective at least two days before the day on which the meeting is to be held

(b) Whenever notice is required to be given to a director, such notice shall be mailed, emailed, or texted sent by facsimile or personally delivered to such director. Such notice shall be deemed given and effective on the date determined in accordance with Article VIII of these bylaws.

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

Section 4.5. Quorum. Unless otherwise required by law or provided elsewhere in these bylaws, the presence of two-thirds of the directors in office immediately before a meeting begins shall be requisite for and shall constitute a quorum for the transaction of business at all meetings; provided, however, that in no event shall fewer than two directors constitute a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be valid as the act of the board of directors except in those specific instances in which a larger vote may be required by law, by the articles of incorporation or by these bylaws.

Section 4.6. Adjournment. If the quorum specified above should not be present at any such meeting, but at least one-third of the directors in office are present, the directors present shall have power successively to adjourn the meeting, and to act as a quorum for

such limited purpose, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted that could have been transacted at the original session of the meeting.

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

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

Section 4.8. Meetings by Conference Telephone or Similar Communications Equipment. Members of the board of directors of this corporation may participate in a meeting of the board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

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

Section 4.9. Action Without a Meeting. Any action which is required to be or may be taken at a meeting of the directors may be taken without a meeting if one or more written consents describing the action so taken are signed by all members of the board. The consents shall have the same force and effect as a vote at a meeting duly held and may be described as such in any document. The secretary shall file such consents with the minutes of the meetings of the board of directors.

ARTICLE V
OFFICERS

Section 5.1. General. The officers of this corporation shall be a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the board of directors may elect, including but not limited to a chairman of the board of directors, assistant secretaries and assistant treasurers. The chairman of the board, if any, and the president shall be elected from among the members of the board of directors and shall at all times while holding such office be a member of the board of directors. The same person may simultaneously hold more than one office in this corporation.

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

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

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

Section 5.2. Resignation. An officer may resign by delivering a written notice thereof to this corporation. Such resignation shall be effective when such notice is delivered, unless a future effective date is specified in the notice.

Section 5.3. Removal. Any officer or any employee or agent of this corporation may be removed or discharged for any lawful purpose by the board of directors at any time with or without cause, but such removal or discharge shall not affect the contract rights, if any, of the person so removed or discharged.

Section 5.4. Compensation. No officer who is also a member of the board of directors shall receive any salary or compensation for serving as a director. Salaries and compensation of all officers and of all other agents and employees of this corporation, if any, may be fixed, increased or decreased by the board of directors, but until action is taken with respect thereto by the board of directors, the same may be fixed, increased or decreased by the chairman of the board, president, or such other officer or officers as may be empowered by the board of directors to do so; provided, however, that no person may fix, increase or decrease such person's own salary or compensation. Each officer may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of this corporation.

Section 5.5. Vacancies. Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of this corporation shall be filled by the board of directors at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the board until the next annual meeting of the board or until such person's earlier death, incapacity, disqualification, resignation or removal.

Section 5.6. Delegation of Authority. The board of directors may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer or to any agent or employee of this corporation or other responsible person. In the event of such delegation, the officer from whom any such function, power, duty or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Section 5.7. The Chairman of the Board. If a chairman of the board is elected, the chairman shall preside at all meetings of the board of directors at which the chairman may be present and shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws. The board of directors may delegate such other authority and assign such additional duties to the chairman of the board, other than those conferred by law exclusively upon the president, as it may from time to time determine, and, to the extent permissible by law, the board may designate the chairman of the board as the chief executive officer of this corporation with all of the powers otherwise conferred upon the president of this corporation under Section 7.8, or it may, from time to time, divide the responsibilities, duties and authority for the general control and management of this corporation's properties and affairs between the chairman of the board and the president.

Section 5.8. The President. Unless the board otherwise provides, the president shall be the chief executive officer of this corporation and shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation, and the president shall carry into effect all directions and resolutions of the board. In the absence of the chairman of the board or if there be no chairman of the board, the president shall preside at all meetings of the board of directors at which the president may be present. If the board of directors does not appoint an Chief Executive Officer (CEO) pursuant to Article VIII of these bylaws or upon the death or during the absence, disability, or inability or refusal to act of any Chief Executive Officer (CEO) so appointed, the president may exercise all of the powers and perform all of the duties of the Chief Executive Officer (CEO).

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

If a chairman of the board be elected and designated as the chief executive officer of this corporation, the president shall perform such duties as may be specifically delegated to the president by the board of directors or are conferred by law exclusively upon the president, and upon the death or during the absence, disability, or inability or refusal to act of the chairman of the board, the president shall perform the duties and exercise the powers of the chairman of the board.

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

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

Section 5.9. The Vice President. The vice president, or vice presidents if there are more than one, shall work in cooperation with the president and shall perform such duties as the board of directors may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act of the president, the vice president (in order of seniority if there is more than one vice president) shall be vested with all the powers and perform all the duties of the office of president until the board otherwise provides.

Section 5.10. The Secretary. The secretary shall attend the meetings of the board of directors and shall prepare or cause to be prepared minutes of all proceedings at such meetings and shall preserve them in the minute book of this corporation to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by any such committee. In addition, the secretary shall have the following duties:

a) *act as custodian of all the books, papers and records of this corporation and authenticate records of this corporation;*

b) *furnish the board, upon request, a full, true and correct copy of any book, paper or record in the secretary's possession;*

c) *act as custodian of the seal of this corporation and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;*

d) *give or cause to be given notice of the meetings of the board of directors, but this shall not lessen the authority of others to give such notice as provided in these bylaws;*

e) *exercise and discharge the general duties, powers and responsibilities of a secretary of a corporation; and*

f) *exercise and discharge such other or further duties or authority as may be prescribed elsewhere in these bylaws or from time to time by the board of directors.*

Section 5.11. The Treasurer. The treasurer shall have supervision and custody of all moneys, funds and credits of this corporation and shall cause to be kept full and accurate accounts of the receipts and disbursements of this corporation in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this corporation as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this corporation in such accounts and depositories as may be designated by the board of directors. The treasurer shall disburse or permit the disbursement of funds of this corporation in accordance with the authority granted by the board of directors. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the board of directors to the custody of any other person or corporation, or the supervision of which is delegated by the board to any other officer, agent or employee.
The treasurer shall render to the president, the Chief Executive Officer (CEO) or the board of directors, whenever requested by any of them, a report on all financial transactions of this corporation and the financial condition of this corporation.

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

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

Section 5.12. Assistant Secretary and Assistant Treasurer. Each assistant secretary or assistant treasurer, if any, in order of their seniority, in the event of the death or during the absence, incapacity, inability or refusal to act of the secretary or treasurer, respectively, shall perform the duties and exercise the powers of said respective officers until the

board provides otherwise and shall perform such other duties as the directors may from time to time prescribe.

ARTICLE VI
Chief Executive Officer (CEO)

The board of directors may appoint a person to exercise all of the powers and perform all of the duties set forth in this Article VIII and shall designate such person so appointed as the Chief Executive Officer (CEO). The Chief Executive Officer (CEO) shall have such general powers and duties of supervision and management as are usually vested in the office of the chief administrative officer of a corporation. The Chief Executive Officer (CEO) 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 (CEO) shall be directly responsible to the board and shall report directly to the board.

The Chief Executive Officer (CEO) 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 (CEO) 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 (CEO) 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 (CEO) 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 (CEO) (if not a director) may be invited to participate in any meeting of the board of directors and any committee thereof, whether or not a member thereof; provided, however, that the Chief Executive Officer (CEO) 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 (CEO) is not a director, or (ii) a committee, if the Chief Executive Officer (CEO) is not a member of such committee.

The Chief Executive Officer (CEO) shall be bonded at this corporation's expense if the board of directors so requires.

The Chief Executive Officer (CEO) 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 (CEO), 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 (CEO).

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Depositories and Checks. The moneys of this corporation shall be deposited in such manner as the directors shall direct in such banks or trust companies as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the board of directors.

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

Section 7.3. Custodian of Securities. The board of directors may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by this corporation, and to exercise in respect thereof such powers as may be conferred by resolution of the board of directors. The board of directors may remove any such custodian at any time.

Section 7.4. Annual Audit. The board of directors shall direct an annual audit of the books of account and financial records of this corporation be performed by an independent accounting firm.

Section 7.5. Liability and Indemnification of Directors and Officers.

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

(b) Indemnification, Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other paragraphs of this Section 7.5, this corporation shall indemnify and advance expenses to each person who is or was serving as a director or officer of this corporation or serving at this corporation's request as a director, officer, employee or agent to the full extent

permitted by the laws of the State of Missouri as in effect on the date of the effectiveness of this Section 7.5 and as may hereafter be amended.

(c) Right to Indemnification. This corporation shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (regardless of whether such action, suit or proceeding is by or in the right of this corporation or by third parties) by reason of the fact that such person is or was serving as a director or officer of this corporation or serving at this corporation's request as a director, officer, employee or agent in an Indemnifiable Capacity against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines and other expenses, actually and reasonably incurred by such person in connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding); provided, however, that this corporation shall not be required to indemnify or advance expenses to any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct; provided, further, that this corporation shall not be required to indemnify or advance expenses to any person in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized in advance by the board of directors of this corporation. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person's conduct was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

(d) Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of this Section 7.5, unless ordered by a court and except as otherwise provided by this Section 7.5, this corporation shall determine that such indemnification is proper because such person has met the specified standard of conduct entitling such person to indemnification as set forth in this Section 7.5. Any determination that a person shall or shall not be indemnified under the provisions of this Section 7.5 shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, and such determination shall be final and binding upon this corporation; provided, however, that in the event such determination is adverse to the person to be indemnified hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against this corporation to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. For the purposes of such court action, an adverse determination as to the eligibility of a person for indemnification made pursuant to any of clauses (i), (ii) or (iii) of this paragraph (d) shall not constitute a defense to such action nor create a presumption regarding such person's eligibility for indemnification hereunder. If such court action is successful and the person is determined to be entitled to such indemnification, such person shall be reimbursed by this corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with

any such action (including without limitation the investigation, defense, settlement or appeal of such action).

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

(f) Non Exclusivity. The indemnification and, to the extent permitted by the laws of the State of Missouri, the advancement of expenses provided by Section 7.5 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under section 537.117, RSMo, under any other provision of law, under the articles of incorporation or these bylaws or under any agreement, or vote of disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which this corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to Section 7.5 shall continue as to a person who has ceased to serve in an Indemnifiable Capacity and shall insure to the benefit of the heirs, executors, administrators and estate of such a person.

(g) Insurance. This corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, agent or employee of this corporation, or is or was serving at the request of this corporation as a director, officer, agent or employee of any Other Enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not this corporation would have the power to indemnify such person against such liability under the provisions of this Section 7.5.

(h) Vesting of Rights. The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained for, contractual condition of such person's serving or having served in an Indemnifiable Capacity and while Section 7.5

may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person this section with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

(i) Definition of "this corporation". For purposes of this Section 7.5, other than paragraph (c) of Section 7.5, references to "this corporation" shall, if and only if the board of directors shall determine, include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers or persons serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this Section 7.5 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(j) Certain Definitions. For purposes of this Section 7.5:

(i) References to serving in an "Indemnifiable Capacity" shall mean service by a person as a director or officer of this corporation or service by a person at this corporation's request as a director, officer, employee or agent of any Other Enterprise (as hereinafter defined);

(ii) References to "Other Enterprises" or "Other Enterprise" shall include without limitation any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;

(iii) References to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan;

(iv) References to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross claim or counterclaim;

(v) References to "serving at the request of this corporation" shall include any service as a director, officer, employee, or agent of a corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries;

(vi) A person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of this corporation";

(vii) Unless the board of directors of this corporation shall determine otherwise, any director or officer of this corporation who shall serve as a director, officer, employee, or agent of any Other Enterprise of which this corporation, directly or indirectly, is a shareholder or creditor, or in which this corporation is in any way interested, shall be presumed to be serving as such director, officer, employee, or agent at the request of this corporation; and

(viii) In all other instances where any person shall serve as a director, officer, employee, or agent of any Other Enterprise, if it is not otherwise established that such person is or was serving as such director, officer, employee, or agent at the request of this corporation, the board of directors of this corporation shall determine whether such person is or was serving at the request of this corporation, and it shall not be necessary to show any actual or prior request for such service, which determination shall be final and binding on this corporation and the person seeking indemnification.

(k) Severability. If any provision of this Section 7.5 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Section and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality, and enforceability. Without limiting the generality of the foregoing, if any person who is or was serving in an Indemnifiable Capacity is entitled under any provision of this Section 7.5 to indemnification by this corporation for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, this corporation shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

ARTICLE VIII
NOTICE

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

(a) when received by the director being notified;

(b) five days after deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed;

(c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; and

(d) 30 days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with other than first class, registered or certified postage affixed.

Written notice is correctly addressed to a director if addressed to the director's address shown on this corporation's current records.

ARTICLE IX
FISCAL YEAR

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

ARTICLE X
AMENDMENTS

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

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

ARTICLE XI
OPEN MEETINGS AND RECORDS

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

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

Section 610.028, RSMo, requires that a body subject to the law adopt a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo. The board shall adopt an initial Sunshine Law Policy as required by law, and thereafter, the Chief Executive Officer (CEO) 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 (CEO) shall, at least annually, review the policy or policies to ensure continued compliance with the Missouri Sunshine Law, due to possible legislative changes or court decisions.

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

The Chief Executive Officer (CEO) 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.

ARTICLE XII
DISSOLUTION

Upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, distribute all the assets of the corporation to one or more organizations then qualified under Code Section 501(c)(3) selected by the board of directors of the corporation. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the city or county in which the principal office of the corporation is then located to such organization or organizations as said court shall determine and as are then qualified as exempt under Code Section 501(c)(3). Notwithstanding the foregoing, to the extent required by Missouri law, upon closure of the corporation’s charter school any unobligated assets of the charter school shall be returned to the Department of Elementary and Secondary Education of the State of Missouri for their disposition, which upon receipt of such assets shall return them to the local school district in which Friendly Academy was located, the state, or any other entity to which they would belong.

Signature Page Follows]

CERTIFICATE

The foregoing bylaws were duly adopted as and for the bylaws of _____ by the board of directors of this corporation.

_____
Name:_____

_____
Name:_____

_____
Name:_____

Friendly Academy Board Resolution Adopting Policy[2]

WHEREAS, on _____ (insert date) the Board of Friendly Academy ("Board") met at a publicly called meeting held in accordance with the Board's bylaws; and

WHEREAS, in accordance with the Board's bylaws, a quorum was present during the meeting held on _____ (insert date); and

WHEREAS, on _____(insert date) the Board voted to adopt the policy titled "_____" (insert title), a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FRIENDLY ACADEMY that the policy "_____" (insert title) is hereby adopted as a Board policy of the _____ (insert school).

THIS RESOLUTION IS HEREBY ADOPTED THIS _____DAY OF _____ (insert month), 20___.

_____
Board Chair

[2] BF, App. A.

Conflict of Interest Policy[3]

The Board of Friendly Academy 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.

[3] BF, App. H. & BG, App. C.

Article III- Procedures

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

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

   Under Missouri law, the following are conflicts of interest. The board has no discretion on whether these items present a conflict of interest. No person shall be appointed to the board unless they meet the following requirements. Any board member who is in violation of any of these requirements is ineligible to serve and shall immediately forfeit their office:
   A. No member of the board shall hold any other office or employment from the board while serving as a member of the board.
   B. No member of the board shall have any substantial interest (see §105.450, RSMo) in any entity employed by or contracting with the board.
   C. No member of the board shall be an employee of a company that provides substantial services to the charter school. Procedures for Addressing the Conflict of Interest

      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.

3. 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.

4. 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.

5. 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.

6. 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:

1. 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.

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

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

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

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

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

2. 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.

Conflicts of Interest Questionnaire[4]

This questionnaire has been prepared in accordance with Friendly Academy's Policy Statement on Conflicts of Interest, and is to be completed by Friendly Academy's Board Members and any Key Personnel of Friendly Academy as deemed necessary.

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

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

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

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

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

_____
_____
_____
_____

Signed:

_____

_____
(Print or type title)

Date: _____

[4] BF, App. I.

Personal Financial Disclosure

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

Each Board Member shall complete a personal financial disclosure form and submit such form to the Missouri Ethics Commission in compliance with all requirements in Chapter 105 and any Missouri Ethics Commission regulations and guidance.

Sunshine Law Model Policy[5]

RESOLUTION

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

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

WHEREAS, Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.035, RSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.

NOW, THEREFORE, BE IT RESOLVED:

1. That Alesha Morrison (board chair) be and hereby is appointed custodian of the records of Friendly Academy and that such custodian is located at Friendly Academy 1901 N. Kingshighway, St. Louis MO 63113
2. That said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.
3. That the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided: (Insert fee schedule. **Note:** Fees may not exceed 10 cents per page for paper copies 9 by 14 or smaller, plus an hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time may be billed at actual cost, except that attorney time may not be billed as research time.
4. That it is the policy of (insert name of public governmental body) that meetings, records, votes, actions, and deliberations of this body shall be open to the public unless otherwise provided by law.
5. That Friendly Academy hereby closes all public records to the extent authorized by law.
6. That (insert name of governmental body) shall comply with sections 610.010 to 610.035, RSMo, the Sunshine Law, as now existing or hereafter amended.

[5] BG, App. C.

Board Meeting Agenda Policy[6]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Development of Agendas

SECTION 1.1. Agendas shall be developed by the Board Chair, in consultation with the Chief Executive Officer (CEO) and the Executive Committee.

SECTION 2. Agenda Format

SECTION 2.1. The agenda shall contain the following or topics related to, as appropriate:

a) Call to order

b) Reading and acceptance of minutes from last meeting

c) Committee reports

d) Special orders (important business designation for consideration at this meeting)

e) Unfinished business

f) New business

g) Announcements

h) Open floor (optional)

i) Adjournment

Note: If any agenda item needs to be considered in a closed session, that fact must be noted, with a reference to the statutory basis for closing that portion of the meeting and a general description (E.g., Closed session to discuss matters regarding individually identifiable personnel pursuant to § 610.021(3) and (13), RSMo.)

SECTION 2.2. The agenda shall include at the top: (1) the name of the board, (2) the location of the meeting and (3) the date and start time of the meeting. The Agenda shall be posted to the public at Friendly Academy offices and at the location of the meeting at least 24 hours before the time specified for the meeting. If the meeting will be conducted by telephone or other electronic means, the location where the public may observe and attend the meeting or directions to access the meeting electronically must be provided.

[6] BG, App. D.

Motion to Enter into Closed Session[7]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

The following motion should be used to enter into a closed session of the Board:

> "I move that this meeting be closed, and that all records and votes, to the extent permitted by law, pertaining to and/or resulting from this closed meeting be closed under Section 610.021, subsection(s) ___, RSMo, for the purpose of (insert the language of the provision(s) cited)."[8]

There must be a roll call vote to go into closed session or meeting and the roll call vote and the basis for going into closed session must be included in the open meeting minutes.

[7] BG, App. E.

[8] The Board should only cite those subsections that are applicable to the material it intends to close (not a standard list of several subsections).

Board Member Orientation Policy[9]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Board Member Orientation

SECTION 1.1. Within 60 days, new members to the school's board shall participate in a formal training session provided by an agency qualified to provide training specific to charter schools and non-profit governance. At a minimum, this training shall include:

- Fiduciary Responsibilities of Boards
- Roles and Responsibilities
- Board Accountability
- Conflict of Interest
- Open Meetings and Open Records
- Best Practices in Charter School Governance

SECTION 1.2. Periodically or as required by law, the entire school board shall participate in a review of the topics covered in the orientation and specific topics relevant to efficient and effective board governance.

SECTION 2. Board Member Orientation Manual

SECTION 2.1. Each new board member shall receive a board orientation manual consisting, at a minimum, of the information listed below. Board manuals shall be periodically updated.

- Board By-laws
- Board Policies
- Code of Ethics for Board Members
- Conflict-of-Interest Policy
- Organization Chart
- Rules and Responsibilities of the Board
- Job Description of Officers and Other Members
- Committees
- Board Members, Biographies, and Contact Information
- Strategic Plan
- Charter Document including Performance Goals and Objectives
- Board Calendar
- Financials
- Fundraising Plan

[9] BG, App. F.

Board Member Development Policy[10]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

The Friendly Academy's Board is committed to continuous professional growth and development of its board members. Board member professional development is essential to effectuate good governance practices leading to high student achievement outcomes and strong stewardship of public funds.

SECTION 1. Board Development Requirements

SECTION 1.1. Each board member shall attend at least [1 day/6 hours] of professional training annually. Friendly Academy may require evidence of participation or certificates of completion to demonstrate the requirement has been satisfied.

SECTION 2. Scope of Activities

SECTION 2.1. The following categories of activities shall count toward the requirements in Section 1:

- Participation in conferences, workshops, and conventions held by state and national associations supporting charter schools, non-profits, or other related organizations.
- Authorizer-sponsored training sessions provided for or required for board members
- Subscriptions to publications related to topics relevant to governance, charter schools, school reform, or other related topics.
- Speakers addressing topics of interest to the board.

SECTION 3. Appropriation of Funds

SECTION 3.1. The Board shall appropriate adequate funds in Friendly Academy's annual approved budget to support and promote professional development opportunities for each of its board members and to satisfy the provisions of this policy.

[10] BG, App. G.

Board Conduct Policy[11]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Board Authority Over Individual Authority

SECTION 1.1. Authority of the board rests only with the board as a whole and not with any individual board member unless expressly provided for in the board's by-laws and/or through board resolution. As such, each member shall act accordingly.

SECTION 1.2. The board vests authority for management of Friendly Academy in the Chief Executive Officer (CEO) and in good faith, shall not undermine the authority of the Chief Executive Officer (CEO) or intrude into responsibilities that appropriately belong in the scope of management, including, but not limited to such functions as hiring, transferring, or dismissing employees.

SECTION 1.3. The board shall make reasonable efforts to keep the Chief Executive Officer (CEO) informed of concerns or specific recommendations that any member of the board may bring forth to the board as a whole or a committee of the board.

SECTION. 1.4. The board shall honor the established protocols and policies related to student, parent, or staff grievances.

SECTION 2. Duties and Responsibilities

SECTION 2.1. Board members agree to communicate on board related correspondence in a timely manner. For the purposes of this policy, "timely manner" is defined as no more than 24 hours.

SECTION 2.2. Board members shall reflect through their actions that their first concern is for the welfare of the students served by Friendly Academy.

SECTION 2.3. Each member shall work diligently to uphold the mission of Friendly Academy, to be an ambassador in the community for Friendly Academy, and support the appropriate and efficient use of resources, including financial and human capital.

SECTION 2.4. Each board member shall uphold and enforce laws, rules, regulations, and other mandates pertaining to public charter schools.

SECTION 3. Accountability to Stakeholders and Community Relations

[11] BG, App. H.

SECTION 3.1. Board members shall at all times maintain transparency in matters protected by law and shall endeavor to provide information in a timely, concise, and relevant manner to all stakeholders.

SECTION 3.2. Each board member shall be a positive ambassador for Friendly Academy in the community and shall seek partnerships that enhance Friendly Academy's programs, services, and resources.

SECTION 3.3. Board members shall regularly and systematically communicate information to stakeholders including, but not limited to academic achievement and fiscal health of Friendly Academy.

SECTION 3.4. Board members shall, in a timely manner, communicate to the board or the [principal/other title/management organization] expressions of public reaction to board policies and school programs.

SECTION 4. Policy Development

SECTION 4.1. Board members shall regularly review and revise policies that improve the programs, services, safety, and practices of Friendly Academy.

SECTION 4.2. Each board member shall make policy related decisions only after full discussion at publicly held board meetings following an established policy or procedure formally adopted by the board.

SECTION 5. Board Meetings

SECTION 5.1. To ensure proper execution of duties and active engagement in the work of the board, board members shall attend no less than [75%] all board meetings and functions sponsored by the board.

SECTION 5.2. To ensure proper execution of duties and active engagement in the work of the board, board members shall attend all meetings fully prepared to actively discuss and deliberate on matters requiring board attention or resolution. This extends to fully reviewing all documentation provided in advance of board meetings including meeting agendas, minutes, and attached documentations supporting board discussion or action.

SECTION 5.3. Board members shall work in a spirit of harmony and cooperation in spite of differences of opinion or philosophy that may arise during discussion and resolution of issues.

SECTION 5.4. Each member shall comply with the provisions of the Sunshine Law related to participating in executive/closed sessions.

SECTION 5.5. Board members shall maintain confidentiality of all discussions and other matters pertaining to board business during executive sessions of the board or related to matters or information protected by law.

SECTION 5.6. Each member shall in good faith make decisions to further the greater good as opposed to any particular segment or group.

SECTION 5.7. Each board member shall engage fully in discussion prior to casting a board vote and shall vote only on matters where the member has full understanding and adequate and appropriate information to make an informed decision.

SECTION 5.8. After casting a vote on any issue, each member agrees to abide by and support all majority decisions of the board.

SECTION 6. Personnel

Section 6.1. Board members shall only consider employment of personnel after receiving and fully considering the recommendation of the Chief Executive Officer (CEO).

SECTION 6.2. Consideration for employment of the Chief Executive Officer or Friendly Academy shall be made based on the needs and interests of Friendly Academy. 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 any policies of the board and shall not be made based upon race, gender or national origin or other factors prohibited by law.

SECTION 6.3. Board members shall ensure regular and impartial evaluations of all staff and the appropriate supervisor or supervising body shall provide timely, written feedback related to formal evaluations.

SECTION 7. Financial Governance

SECTION 7.1. Board members shall refrain from and guard against use of any board member for personal or partisan gain or to benefit any person or entity over the interest of Friendly Academy. Such gain refers to more than nominal or incidental amounts which would tend to impair or hinder independent judgment or action in the performance of official duties.

SECTION 7.2. Each board member shall be provided and regularly review financial information to ensure proper stewardship of public funds related to appropriate, efficient, and responsible use. In addition, each member shall carefully protect and monitor the fiscal health of Friendly Academy and support actions that ensure sustainability of Friendly Academy.

SECTION 8. Board Member Conduct

SECTION 8.1. Each board member shall conduct him or herself publicly in a manner befitting a public official and shall remember that personal actions and behavior reflect upon Friendly Academy.

SECTION 8.2. Members shall communicate with fellow board members, staff, parents, and community members in a respectful, professional manner at all times.

SECTION 8.3. Each member shall refrain from any private action that would compromise the integrity, honor, function, or reputation of the board or Friendly Academy.

SECTION 8.4. Every member of the board shall annually file a written statement acknowledging that he or she is in compliance with this Code of Ethics and supports the responsibilities of board service.

Governing Board Records Policy[12]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Custody of Records

SECTION 1.1. All official records of the Governing Board shall be kept and safeguarded by the Board Chair who shall also be responsible for the safekeeping of all official papers, including titles, contracts, obligations, and other documents which belong to the Board or pertain to its business.

SECTION 2. Inspection of Records

SECTION 2.1. Governing Board records such as official minutes of the Board, written policies, and financial records shall be open for the inspection of any member of the community desiring to examine them during school hours.

SECTION 2.2. Records pertaining to individual students or staff members shall not be released for inspection by the public or any unauthorized persons, either by the Board Chair or Chief Executive Officer (CEO) or other persons responsible for the custody of confidential files.

SECTION 3. Records Retention

SECTION 3.1. The Governing Board shall follow Friendly Academy's records retention schedule, which is compliant with state records retention mandates.

[12] BG, App. I.

Nepotism Policy

The Board of Friendly Academy 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.

Prohibited Expenditures Policy

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

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

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

SECTION 2:
BOARD FINANCE

Business Plan and Budget Process[13]

A. Business Plan

A business plan is the first step to outlining the financial goals for Friendly Academy's operating board and will shape the budget process for Friendly Academy. While the business plan should be developed by the founding board and proposed school management, input should be obtained from external stakeholders such as parents, community leaders, and potential staff.

The business plan should include the following:

1. **Description of Friendly Academy (mission statement, instructional focus and goals and governance structure).** The governance section is particularly important, as it provides information regarding Friendly Academy's governing board structure, bylaws, articles of incorporation, and whether or not Friendly Academy will utilize the services of an education management organization ("EMO").

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

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

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

[13] BF, 1.

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

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

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

B. Budget

The goal of a sound budgeting process will result in not only annual budget documents but also written policies and procedures detailing a system of proper internal controls to ensure fiscal responsibility. It is imperative that charter CEOs hire an accountant or other qualified financial professional to develop Friendly Academy's business plan and oversee the budget process.

1. Annual Operating Budget

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

It is critical that charter schools follow the State's accounting codes. MCPSA recommends charter schools utilize the state's MO Financial Accounting Manual. The Manual can be found at:

https://dese.mo.gov/financial-admin-services/school-finance/accounting-manual

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

http://dese.mo.gov/sites/default/files/sf-CAccountingCodeOverview.pdf

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

The budget document itself shows revenues by source (e.g., state funding, federal funding, grants, fees, etc.) and expenditure by object (e.g., salaries, benefits, rent, materials, books, services, professional training, utilities, insurance, etc.) for the first through fifth year of operations.

2. Monthly Cash Flow Statements

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

The annual operating budget must be adopted by the governing board and may require approval by the charter school's authorizers before the expenditure of funds. The adoption of the budget and any amendments must be recorded in the minutes of the board meeting. It is critical that accurate records of budget adoption and amendments are kept, as these are often reviewed by auditors during the annual audit process.

System of Fiscal Controls[14]

Charter schools must have the proper procedures in place to ensure that the board is complying with its fiscal responsibilities.

A. Bank Accounts and Procedures

The charter school's board should designate a bank (or insured Federal savings and loan association) to be used for deposits, checking accounts and other banking needs. A charter school may only use a bank or other institution that maintains accounts that are 100% secured pursuant to Section 110.010, RSMo. It is a recommended practice for charter schools to issue a request for proposal for banking services in order to select Friendly Academy's financial institution. Once selected, the board should adopt a resolution designating the financial institution as the charter school's bank prior to engaging in financial transactions.

B. System of Internal Controls

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

The following are examples of when risk might be introduced into the organization:

- Changes in the unit's operating environment;
- New personnel;
- New or revised information systems;
- Rapid growth;
- New departments or activities; or
- Restructuring or reorganization resulting in staff reductions, changes in supervisor, or segregation of duties.

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

[14] BF, 5.

and the policy itself should be re-examined to determine if updating or changing the policy is necessary.

Audit and Annual Report Preparation[15]

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

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

[15] BF, 6.

Annual Operating Budget Policy[16]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Budget Process

SECTION 1.1. The CEO will ensure Friendly Academy follows a budgeting process consistent with the requirements of federal and Missouri statutes, Missouri Department of Elementary and Secondary Education Rules and Regulations, and any other applicable laws or rules.

SECTION 1.2. The Board of Directors designates the CEO (or designee such as a DOO or Finance Vendor) as the budget officer. Each year the CEO is required to submit to the Board for consideration a detailed annual budget showing estimates of income and expenditures for the ensuing fiscal year.

SECTION 1.3. Each year before the annual operating budget is drafted the (insert title) shall ensure that a needs assessment of (insert name of charter school), is drafted and finalized by a budget committee consisting of the CEO and other individuals as designated by the board. The needs assessment shall inform the drafting of the annual budget.

SECTION 1.4. The CEO will work collaboratively with the board to revise the proposed budget prior to the adoption. The Board shall formally adopt the budget in an open meeting held in accordance with the Board's bylaws. Such budget shall be adopted by June 30 of each year, pursuant to all applicable laws and regulations and before the expenditure of any funds. The approved estimated expenditures for each fund shall not exceed the estimated revenues to be received plus the unencumbered beginning cash balance for the fund or less any deficit estimated for the fund for the beginning of the fiscal year.

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

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

SECTION 2. Fiscal Compliance

The finance vendor shall ensure that Friendly Academy complies with all state and federal laws and rules concerning the budget and related processes of Friendly Academy.

[16] BF, App B.

Bank Procedures Policy[17]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Bank Accounts

SECTION 1.1. The CEO of Friendly Academy has the authority to open a business checking account and a business operating account on behalf of Friendly Academy to be used to hold Friendly Academy's assets.

SECTION 1.2. The CEO has the authority to enter into an agreement with a bank or other Federally insured financial institution once the Board has adopted a formal resolution at a board meeting held in accordance with its bylaws designating the bank for Friendly Academy to use for its financial transactions. Once the resolution has been adopted, the CEO has the authority to enter into an agreement with the selected financial institution. This agreement should be signed by the CEO.

SECTION 2. Checks and Electronic Funds Transfer (EFT)

SECTION 2.1. Any check or EFT payment $25,000 and under drafted on any school-designated bank account may be signed/authorized by the CEO, Board Treasurer, or Board President. Any check or EFT payment above $25,000 drafted on any school-designated bank account must be duly signed/authorized by the Board Treasurer or Board President. In the case of an EFT, the CEO must receive written, approved authorization from the Board Treasurer or Board President. A dual signer exception is granted for payments for board-approved recurring, fixed expenditures such as monthly rent.

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

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

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

[17] BF, App. C.

SECTION 2.4. Checks payable to cash are prohibited.

SECTION 3. Mail Procedures

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

SECTION 3.2. An account staff member should receive the checks and daily collection report or receipt book from the person opening the mail.

SECTION 4. Bank Reconciliations

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

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

SECTION 5. Credit Card Procedures

It is the policy of Friendly Academy that credit card use shall be limited and only the following employees or board members are authorized to use credit cards: CEO and Directors of Friendly Academy will not use debit cards, and credit cards shall only be used by the following employees CEO and Directors for school business expenditures only. Credit cards may not be used for personal purchases and/or cash transactions and shall be maintained using the highest level of security. Credit card transactions above $1,500 must receive prior board chair or treasurer approval and credit card transactions exceeding $10,000 are prohibited. Employees issued a credit card must receive prior, documented approval from the CEO or their designee before the use of the credit card. Each credit card transaction by any user must be accompanied by the original receipts documenting each transaction.

SECTION 6. Transfer Of Information

If the individual serving as the CEO ends his or her term with the Board, employment with Friendly Academy is terminated, or is otherwise removed from his or her duties, he or she shall immediately give Friendly Academy management all necessary passwords and other related information. Friendly Academy will change the passwords and other security information once the individual's duties with Friendly Academy are concluded.

Resolution Designating Financial Institution[18]

WHEREAS, on _____, _____(insert date), Friendly Academy issued a request for proposals for a financial institution; and

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

WHEREAS, the Board of Friendly Academy reviewed and evaluated all proposals and determined that _____ (insert name of bank) submitted a proposal that was most suited to Friendly Academy's financial needs.

NOW THEREFORE, BE IT RESOLVED BY the Friendly Academy Board that it will enter into agreements with _____(insert name of bank) for banking services including (enter name of accounts-checking etc.).

THIS RESOLUTION IS HEREBY ADOPTED THIS _____DAY OF _____ (insert month) 20___.

_____
Board Chair

[18] BF, App. D.

Cash Management Policy[19]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Accounting for Cash Transactions

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

SECTION 1.2. Depositing Cash.
The CEO, DOO and Treasurer shall be responsible for depositing cash in Friendly Academy's bank account. The CEO, DOO, and Treasurer 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 Friendly Academy. Deposits shall be made weekly at a minimum. All undeposited cash shall be kept in a secured location on school premises with limited access. A copy of the validated deposit slip shall be returned to Friendly Academy on the same day the deposit is made, if possible, or, if not, the next day after the deposit is made.

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

SECTION 1.4. Segregation of Duties.
The CEO of Friendly Academy shall ensure that appropriate segregation of duties exists regarding the handling of all money transactions including reconciliation.

SECTION 1.5. Petty Cash.
Petty cash shall be maintained in a locked box in the CEO's office in an amount not to exceed $250. All disbursements from petty cash shall be documented in writing, indicating the date, amount disbursed, the identity of the individual receiving the funds, and the reason for the disbursement. Receipts from purchases made with petty cash shall be remitted to the CEO's office as soon as practicable. Petty cash funds shall not be used to cash checks. Petty cash amounts may not be used to circumvent established purchasing procedures. Teachers may not make petty cash purchases without the prior approval of an administrator. Petty cash should not be used as a short cut to obtain supplies except in an emergency or in cases where very small purchase amounts make it impractical to order through other channels.

[19] BF, App. E.

School Accounting System Policy[20]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Fiscal Year

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

SECTION 2. Financial Accounting

The Friendly Academy account system shall conform to the requirements established by state statutes, regulations of the Missouri Department of Elementary and Secondary Education, and the current version of the Missouri Financial Accounting Manual. The Board shall establish funds for the accounting of all school monies. The CEO shall be responsible for receiving and properly account for all funds of Friendly Academy and implementing the accounting system.

SECTION 2.1. Accounting records.
Friendly Academy shall maintain records that adequately identify the source and application of funds and ensure monies received by Friendly Academy are deposited into the appropriate fund account. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. All financial transactions shall be recorded in the revenue and expenditure records, and appropriate entries from the adopted budget shall be made in the records for the respective funds. Accurate records of capital assets shall be maintained, and a physical inventory of capital assets shall take place every two years.

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

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

SECTION 2.4. Budget control.
Friendly Academy 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

[20] BF, App. F.

agreement. Applicable federal cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

SECTION 2.5. Account Code Structure.

Friendly Academy shall use the account code structure as described in the Missouri Department of Elementary and Secondary Education's Chart of Accounts.

SECTION 2.6.

The CEO shall also be responsible for student-related accounting and shall file, or cause to be filed, enrollment, attendance, food service and transportation reports as may be required by DESE.

Audit and Financial Statements Policy[21]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Annual Audit Procedure

SECTION 1.1. Audit by Independent CPA
On at least an annual basis, the books and accounts of Friendly Academy, including all financial, transportation (if applicable), and attendance records, will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. The CEO shall place before the Board the matter of the retaining of a certified public accountant, and such certified public accountant shall be selected by the Board as the auditor. The audit shall be presented to the Board for examination and approval. The CEO shall ensure a copy of the annual audit report is provided to each Board member.

Audits shall meet the requirements imposed by the Elementary and Secondary Education Act of 1965 for audits of local education agencies and comply with all federal audit requirements for local education agency status.

SECTION 1.2. Board Action.
Once the Board receives the final report, it shall vote to accept the contents of the audit either at its next regularly called meeting or at a special meeting called in accordance with the Board's bylaws. 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. Within 30 days of receipt of the audit report, the Board shall prepare a summary of the report and publish it in accordance with state law.

SECTION 1.3. Submission to Sponsor.
The CEO shall ensure that a copy of the annual audit report is timely filed with the Sponsor.

SECTION 1.4 Submission to DESE.
The CEO shall ensure a copy of the annual audit report is provided to DESE no later than October 31 following the close of the fiscal period covered by the audit, unless an extension of time is granted.

SECTION 2. Annual Financial Statement.

SECTION 2.1
The Board shall review and approve monthly financial statements, including the check register, from the CEO showing the financial condition of Friendly Academy. Other financial statements determined necessary by the Board or CEO shall also be presented to the Board for review.

[21] BF, App. G.

SECTION 2.2.
In addition to the monthly statements, the CEO 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.

d. the capital assets and any ownership interest in the capital assets of local, state and federal parties

SECTION 2.3.
The CEO shall ensure the annual financial statement is submitted to the Sponsor in a timely manner.

Payroll Policy[22]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Accurate & Timely Payroll

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

SECTION 2. Payment of School Employees

School employees shall be paid:

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

SECTION 3. Paydays

A. **Exempt Employees.** The paydays for exempt employees shall be on every 15th and last business day of the month, unless that day falls on a weekend or holiday, in which case payment will be made on the preceding business day.
B. **Non-exempt Employees.** The paydays for non-exempt employees shall be on every 15th and last business day of the month, unless that day falls on a weekend or holiday, in which case payment will be made on the preceding business day.

SECTION 4. Withholding of Wages

The finance vendor shall ensure that the wages of school employees are not withheld except in the following situations as permitted by applicable laws and rules.

A. Friendly Academy is ordered to do so by a court of competent jurisdiction;
B. Friendly Academy is authorized to do so by state or federal law; or
C. Friendly Academy has written authorization from the employee to deduct part of their wages for a lawful purpose.

SECTION 5. Teachers Retirement System

As prescribed by statute, all teachers at Friendly Academy shall be members of the Public School Retirement System and subject to its requirements. The Board shall expend for teacher retirement and compensation for instructional staff an amount that reflects the

[22] BF, App. J.

requirements as outlined in Missouri State Statute and Department of Elementary and Secondary Education regulation.

Grants and Federal Fiscal Compliance Policy[23]

The governing body ("Board") of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

The Board is authorized to accept grants, gifts, or other donations to Friendly Academy and to authorize the expenditure and use of the same. No grant, grant, gift or donation, however, may be accepted if it is subject to any condition contrary to law applicable to charter schools, or contrary to the terms of Friendly Academy's charter.

FEDERAL GRANTS PROGRAMS

SECTION 1. Title I Grant Program

SECTION 1.1 Parent Involvement

The Board recognizes the importance of parental involvement with the Title I program and will provide a variety of opportunities for parents to be involved in policy design and in the planning, implementation, and review of Title I programs.

SECTION 2. Reporting Requirements

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

SECTION 3. Fiscal Requirements under Title I, Title II, and Title IV of ESSA

SECTION 3.1. Supplement not Supplant:
Friendly Academy shall ensure that federal funds will be used to supplement, not supplant regular non-federal funds.

SECTION 3.2. Documentation.
Documentation of the supplementation shall be maintained, or caused to be maintained, by the CEO. The documentation must clearly demonstrate the supplementary nature of federal funds.

SECTION 4. Federal Grant Allowable Expenditures.

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

SECTION 4.1. Allowability.
To be allowable under a federal award, costs must meet the following general criteria and be documented that such criteria are met:

[23] BF, App. K.

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles;

- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to the types or amount of cost items;

- Be consistent with the policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity;

- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
- Be adequately documents; and
- Be net of all applicable credits.

SECTION 5. Standards for Documentation of Personnel Expenses

SECTION 5.1 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 reflect the actual activity, not budgeted activity, 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 a match for a federal program.

SECTION 5.2 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.

SECTION 5.3 Monthly Personnel Activity Report (PAR)

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

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

- Supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

- Incorporated into the official records;
- Reflecting the total activity for which the employee is compensated, not to exceed 100%;
- Encompassing all activities (federal and non-federal);
- Compliant with established accounting policies and practices; and
- Distributed among specific activities or cost objectives.

SECTION 6. Charter Schools Program (CSP), ESSA Title IV, Part C Grants

SECTION 6.1. Compliance

If Friendly Academy receives CSP grants, the CEO (or designated employee of Friendly Academy to administer the grant) shall ensure that Friendly Academy shall comply and use the CSP funds in accordance with all statutes, regulations, and approved applications.

SECTION 6.2. Fiscal Control

The CEO shall directly administer or supervise the administration of any projects funding through CSP funds, and shall use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, federal funds.

SECTION 6.3. Procurement

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

SECTION 7. Use of Federal Grant Funds for Procurement

SECTION 7.1. Open and Free Competition

The CEO shall ensure 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 Friendly Academy considering price, quality, and other relevant factors deemed appropriate by the Friendly Academy.

SECTION 7.2. Conflicts of Interest

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

SECTION 7.3. Solicitation of Bids or Offers

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.

SECTION 7.4. Record Documentation
The CEO 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.

SECTION 7.5
All prequalified lists of persons, firms, or products which are used in acquiring goods and services must be reviewed and kept current and shall include enough qualified sources to ensure open and free competition.

SECTION 7.6
Friendly Academy shall utilize the most appropriate procurement method based on the particular procurement. Friendly Academy shall utilize one of the following methods or any more restrictive method:

A. **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.
B. **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.
C. **Sealed bids** (formal advertising). Bids are publicly solicited and a firm fixed price contract is awarded. This method is preferred for procuring construction.
D. **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.
E. **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:
    a. The item is available only from a single source;
    b. The public emergency for the requirement will not permit a delay;
    c. The pass-through entity authorizes noncompetitive proposals in response to a written request; and/or
    d. After solicitation of a number of sources, competition is determined inadequate.

SECTION 8. Travel Costs.

Travel costs are the reasonable expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of Friendly Academy. 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 and any other applicable requirements outlined in the Omni Super Circular.

SECTION 8.1
Such 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 Friendly Academy's non-federally-funded activities and in accordance with Friendly Academy's written travel reimbursement policies.

SECTION 8.2
Cost incurred by employees for travel, including costs of lodging, other subsistent, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by Friendly Academy in its regular operations as a result of Friendly Academy'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 Friendly Academy's travel policy. Document may include any or all of the following: an agenda; list of attendees, prior written approval; and/or written justification statement.

SECTION 8.3
Friendly Academy shall not use its federal grant funds for temporary dependent care costs unless specifically permitted by the authorizing federal statute and regulations.

SECTION 9. Compliance with the Cash Management Improvement Act

SECTION 9.1
In order to comply with the Cash Management Improvement Act (CMIA) the Department of Elementary and Secondary Education will only make payments to Friendly Academy for reimbursements. Reimbursements are only for funds "spent"—transactions that are recorded on Friendly Academy's books and the funds delivered to the recipients.

SECTION 9.2
Friendly Academy may only make requests for payment once an initial budget application for the grants has been approved and must only include actual cumulative expenditures up to the payment request submission date.

SECTION 9.3
Friendly Academy 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. Friendly Academy may retain up to $500 of earned interest annually on all combined Federal programs for administrative expenses. Friendly Academy 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 online at: Cash Management Improvement Act - Annual Interest Rates.

SECTION 10. Written Procedures

Friendly Academy shall maintain and follow written policies and procedures required by federal regulation governing federal grant programs, including, but not limited to: payment procedures (Cash Management Improvement Act), allowable/reasonable/allocable costs, cash management, procurement (including gratuity, conflict of interest, micro-purchases) and other written procedures.

Capital Assets Accounting Policy[24]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Definition of Capital Asset

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

SECTION 2. Documentation

The Board Chair shall ensure that Friendly Academy maintains accurate records of capital assets in accordance with applicable rules.

SECTION 3. Inventory

The Board Chair will ensure a physical inventory of capital assets takes place once every two years.

SECTION 4. Annual Audit

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

[24] BF, App. L.

State Tax Sources Policy[25]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Acceptance

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

SECTION 2. Reporting

The CEO is responsible for completing all required reports and forms to obtain state funds to which Friendly Academy is entitled to receive according to developed rules and regulations.

[25] BF, App. M.

State and Federal Projects Policy[26]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Authority to Operate

With Board approval, Friendly Academy 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 CEO shall be the designated CEO responsible for coordinating funded projects, administering programs, and ensuring that the various departments operating these programs do so within the guidelines of the particular program. The administration shall keep accurate and separate records, as required by state and federal programs, to enable Friendly Academy to verify program compliance and success. The CEO shall keep the Board fully informed.

[26] BF, App. N.

Borrowed Funds Policy[27]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Borrowing Funds

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

[27] BF, App. O.

Bonded Indebtedness Policy[28]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1.

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

[28] BF, App. P.

Authorized Signatures Policy[29]

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1.

The Board of Friendly Academy shall designate at least one current board member to be included as an authorized signature on all financial accounts of Friendly Academy.

SECTION 2.

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

SECTION 3.

The Board of Friendly Academy shall annually certify to its sponsor that the financial institutions that serve Friendly Academy have on file the authorization form for the board member who is to be the signature on all financial accounts.

SECTION 4.

Individuals with access to the general ledger accounting software will not have signatory authority.

SECTION 5.

Individual checks of a non-recurring nature greater than $25,000 or other prescribed amount will require dual signatures prior to check issuance.

[29] BF, App. Q.

Investment Policy

The Board of Friendly Academy adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Scope

This policy applies to the investment of all operating funds of the Friendly Academy.

SECTION 1.1 Pooling of Funds

Except for cash in certain restricted and special funds, Friendly Academy will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

SECTION 1.2 External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

SECTION 2: General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

SECTION 2.1 Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Friendly Academy will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

1. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the [entity] will do business.
2. Diversifying the portfolio so that potential losses on individual securities will be minimized.

Friendly Academy will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

3. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
4. Investing operating funds primarily in shorter-term securities.

SECTION 2.2 Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore,

since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

SECTION 2.3 Yield
The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

1. A security with declining credit may be sold early to minimize loss of principal.
2. A security swap would improve the quality, yield, or target duration in the portfolio.
3. Liquidity needs of the portfolio require that the security be sold.

SECTION 3: Standards of Care

SETION 3.1 Prudence
All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied is the "prudent investor" rule, which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

SECTION 3.2 Ethics and Conflicts of Interest
Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of Friendly Academy.

SECTION 3.3 Delegation of Authority
Authority to manage the investment program is granted to [designated official or external professional, hereinafter referred to as investment officer] and derived from the Missouri Constitution and state statutes. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/ depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

SECTION 4. Investment Transactions

SECTION 4.1 Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list will also be maintained of approved security broker/dealers selected by creditworthiness as determined by the investment officer and approved by the governing body. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

A. Audited financial statements
B. Proof of National Association of Securities Dealers (NASD) certification.
C. Proof of state registration.
D. Completed broker/dealer questionnaire.
E. Certification of having read and understood and agreeing

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

SECTION 4.2 Internal Controls

The investment officer/internal auditor/director of accounting is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the [school's] independent auditor. The internal control structure shall be designed to ensure that the assets of Friendly Academy are protected from loss, theft, or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian.

SECTION 4.3 Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name or for the account of Friendly Academy and shall be held by a third-party custodian as evidenced by safekeeping receipts.

SECTION 4.4 Suitable and Authorized Investments

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that Friendly Academy will consider and which shall be authorized for the investments of funds by Friendly Academy.

- Open time deposits or certificates of deposit secured under the provisions of sections 110.010 and 110.020, RSMo;
- Bonds, redeemable at maturity at par, of the state of Missouri, of the United States, or of any wholly owned corporation of the United States;
- Short term obligations of the United States; or
- Any instrument permitted by law for the investment of state moneys.

SECTION 5. Investment Parameters

SECTION 5.1 Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

1. U.S. treasuries and securities having principal and/or
2. interest guaranteed by the U.S. government: 100%
3. Collateralized time and demand deposits: 100%
4. U.S. Government agencies, and government sponsored enterprises: No more than 60%
5. Collateralized repurchase agreements: 50%
6. U.S. Government agency callable securities: No more than 30%

SECTION 5.2 Maximum Maturities

To the extent possible, Friendly Academy shall attempt to match its investments with anticipated cash flow requirements. Investments shall mature and become payable not more than five (5) years from the date of purchase. Friendly Academy shall adopt weighted average maturity limitations that should not exceed three (3) years and are consistent with the investment objectives Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

SECTION 6. Reporting

SECTION 6.1 Methods

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow Friendly Academy to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of Friendly Academy. The report will include the following:

1. Listing of individual securities held at the end of the reporting period.
2. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this is only required annually]
3. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.

4. Listing of investment by maturity date.
5. Percentage of the total portfolio which each type of investment represents.

SECTION 6.2 Performance Standards
The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

SECTION 6.3 Marking to Market
The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the [entity]. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

SECTION 7. Policy Considerations Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

This policy shall be adopted by resolution of the [school's] governing body. The policy shall be reviewed annually by the investment officer and recommended changes will be presented to the governing body for consideration.

School Closure Reserve Policy

In order to protect the public funds allocated for the education of childrenat Friendly Academy, the Board is required, by RSMo 160.400 and 160.415 to ensure that in the event that Friendly Academy is closed, it fulfills its financial obligations.

Based on these statutory requirements and in support of its mission to increase the number of quality public school opportunities for Missouri children, Friendly Academy uses the following financial policies:

SECTION 1: Commission Operating Reserve

Friendly Academy will budget for an operating reserve to provide cash flow for the following year and to ensure there are resources to operate effectively in the case of closures and/or other circumstances that limit sponsor fees such as no new quality school applications. The Board will review and set a minimum operating reserve every two years.

SECTION 2: School Closure Reserve Funds

During the first three years of operation, the school's governing board must annually reserve $25,000 per year in an escrow account or attorney trust account to be used for legal, accounting and other expenses in case of the school's closure . These funds may be used to pay debts such as but not limited to the following:

- Retirement systems,
- Teachers and staff,
- Employment taxes, federal taxes, and benefits,
- Audit preparation,
- Private creditors, and/or
- Overpayments from DESE

SECTION 3:
HUMAN RESOURCES

Wage and Hour Requirements[30]

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

Employers are required to pay nonexempt employees a minimum wage based on either state or federal law, whichever has the higher wage. Because Missouri has a higher minimum wage than what is required by FLSA, nonexempt employees must be paid pursuant to Missouri law. Missouri requires a minimum wage of not less than $8.60 per hour effective January 1, 2019. The minimum wage in Missouri is set to increase $0.85 per hour until it reaches $12.00 per hour, effective January 1, 2023. The minimum wage limitations periodically change and should be monitored to ensure compliance (labor.mo.gov).

Poster Requirements

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

For more information, see: DIGITAL REFERENCE GUIDE

An employer must post, and keep posted, a notice explaining the Missouri Minimum Wage requirements, if the employer is subject to any provisions of the law.

See: Minimum Wage | Missouri Department of Labor and Industrial Relations

[30] HR, 1.

Child Labor[31]

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

See Federal Reference Guide: Child Labor

[31] HR, 8.

Workers Compensation[32]

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

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

[32] HR, 9.

Fair Credit Reporting Act[33]

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

[33] HR, 11.

Garnishment[34]

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

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

[34] HR, 11.

Employee Handbooks[35]

In addition to implementing sound human resources policies, schools should develop comprehensive employee handbooks. Staff should annually read and sign such handbooks. This serves three critical purposes: (1) reduces the liability on the part of Friendly Academy for employee conduct; (2) clearly outlines expectations and the consequences for employees who fail to comply with policies; and (3) develops great employees by providing a training tool, practical resource, and an effective means by which an employer can express the desirable conditions and culture in Friendly Academy.

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

Therefore, when preparing a handbook or policy you should:

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

An employee policy manual should include the following:

A. General Policies and Regulations

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

B. Employment Policies and Regulations

a. Staff Orientation Guidelines
b. Organizational Structure
c. Probationary Period (usually the first 30 or 90 days, if applicable to your school)
d. Performance Evaluation
e. Sickness, Vacation, Personal, Professional, Emergency, and Legal Leave Policies and Procedures

[35] HR, 11.

f. Process for Reporting Grievances and Resolving Conflict
g. Termination Policies

Family and Medical Leave Act[36]

Under the Family and Medical Leave Act of 1993 (FMLA)[37] employees of a covered employer are entitled to unpaid leave for certain family and medical reasons. An employer is covered under FMLA if, as of the date an employee gives notice of the need for leave, the employer maintained 50 or more employees on payroll during 20 or more calendar workweeks in either the current or preceding year.

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board. This policy is limited to any rights or benefits contained in the Family and Medical Leave Act (FMLA).

SECTION 1. Eligible Employees

SECTION 1.1.
Employees of Friendly Academy who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave and are employed at a school where 50 or more employees are located within 75 miles of Friendly Academy are eligible to take twelve (12) weeks of unpaid leave under the FMLA. Friendly Academy has no FMLA eligible employees as Friendly Academy does not employ 50 or more employees.

[36] HR, 1.
[37] The Family and Medical Leave Act can be found at 29 U.S.C.§ 2601, *et seq*. Regulations implementing FMLA can be found at 29 CFR Part 825.

Equal Employment Opportunity[38]

The Missouri Human Rights Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act prohibit discrimination in any aspect of employment, including:

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

Discriminatory practices under these laws also include:

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

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

SECTION 1. Race, Color, Religion, Sex, or National Origin.

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

SECTION 1.1

[38] HR, 3.

The Civil Rights Act of 1866 prohibits discrimination against employee based upon their race. Race means identifiable classes of persons based upon their ancestry or ethnic characteristics. Employers are also prohibited from retaliating against their employees for asserting their rights to be free of discrimination.

SECTION 1.2

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

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

SECTION 2. Age.

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

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

Discrimination on the basis of age by apprenticeship programs, including join labor-management apprenticeship programs

Denial of benefits to older employees. An employer may reduce benefits based on age only if the cost of providing the reduced benefits to older workers is the same as the cost of providing benefits to younger workers.

The ADEA is applicable to employers with 20 or more employees.

The Missouri Human Rights Act makes it a misdemeanor to discriminate in hiring and employment against individuals between the ages of 40 and 70.

SECTION 3. Disability.

1. The Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 (ADA) prohibit employers from discriminating against qualified individuals with a disability.
2. Under the ADA, an employer is required to make a reasonable accommodation to a qualified individual with a disability unless doing so would impose an undue hardship on the operation of the employer's business.
3. Before making an offer of employment, an employer may ask an applicant about their ability to perform job functions, but an applicant may not be asked about the existence, nature, or severity of a disability.
4. A job offer may be conditioned on the results of a medical examination only if the examination is required for all entering employees in the same job category. Medical examinations of employees must be job-related and consistent with business necessity.

SECTION. 4 Drug and Alcohol Use.

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

Section 5. Equal Pay.

The Equal Pay Act (EPA) and Missouri law prohibits employers from paying different wages to men and women are performing equal jobs.

1. Under the EPA, employers may not pay women and men different wags, where men and women perform work of similar skill, effort, and responsibility for the same employer under similar working conditions.
2. Employers may not reduce wages of either sex to equalize pay.
3. An employer may violate the EPA where a different wage was/is paid to a person who worked in the same job before or after an employee of the opposite sex.
4. An employer may also violate the EPA where a labor union causes the employer to violate the law.

SECTION 6. Pregnancy.

The Pregnancy Discrimination Act (PDA) prohibits discrimination because of or on the basis of pregnancy, childbirth, or related medical conditions. Women affected by pregnancy, childbirth or related medical conditions must be treated the same for all employment-related purposes,

including receipt of benefits, as other persons not so affected but similar in their ability or inability to work. PDA applies to employers with 15 or more employees.

SECTION 7. Bankruptcy.

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

Equal Employment Opportunity Policy[39]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Equal Opportunity Employment

Friendly Academy is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion, and contracted service. Friendly Academy 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.

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

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

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

Qualified applicants or Friendly Academy employees with disabilities should make formal requests in writing for accommodations.

[39] HR, App. B.

Workplace Harassment and Discrimination[40]

Employers should clearly communicate to employees that harassment or discriminatory practices will not be tolerated in the workplace via a thorough training program, an established complaint and grievance process and taking immediate and appropriate action when an employee complains (action may include, but is not limited to, training, counseling, warning, suspension or immediate dismissal). It should also be clearly communicated to employees that is unlawful for the employer to undertake retaliatory actions because the employee has filed a complaint alleging harassment or discriminatory practices in the workplace.
An employer should provide every employee with a copy of the policy and complaint procedure, and redistribute it periodically. Policies and procedures may be posted in central locations and incorporated into the employee handbook. The policy and complaint procedure should be written in a way that will be understood by all employees.

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

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

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

[40] HR, 3.

Harassment Policy[41]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Unlawful Harassment

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

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

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

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

SECTION 2. Reporting

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

SECTION 2.2

[41] HR, App. D.

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

SECTION 2.3
All incidents of harassment that are reported will be thoroughly investigated and documented. Friendly Academy will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

SECTION 2.4.
If the Board of Friendly Academy determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

SECTION 3. Protection Against Retaliation

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

SECTION 3.2
Employees should report any retaliation to their most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority.

SECTION 3.3
Any complaint will be immediately objectively and thoroughly investigated in accordance with the investigation procedure outlined above.

SECTION 3.4.
If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

SECTION 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.

SECTION 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 at: EEOC.

Exhibit 1:
Responding to Agency Complaints of Harassment

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

1. **Read the Complaint or Charge Carefully:**
    - Check the date of the alleged harassment with the date the complaint/charge was filed.
    - Determine if the employer is covered by the statute.
    - Check for fatal flaws in the charge/complaint.
2. **Think Through Your Response and What You Need:**
    - Decide which persons need to be interviewed.
    - Decide what documents would be helpful.
    - Decide what data would be helpful.
3. **Obtain Information:**
    - Interview managers or supervisors involved in the decision.
    - Interview employees whenever appropriate.
4. **Evaluate the Charge or Complaint:**
    - Does Friendly Academy have a harassment policy in place that is distributed to all employees?
    - Can Friendly Academy establish that the complainant did not take advantage of school procedures for reporting harassment?
5. **Consider Settlement:**
    - Both federal and state agencies welcome pre-investigation settlement.
    - Consider having a separate settlement agreement in addition to standard agency settlement agreement.
6. **Prepare Your Position Statement:**
    - Prepare a thorough explanation of what happened.
7. **Know the Law:**
    - Know what the standards are for establishing harassment.
    - Did Friendly Academy have knowledge of the harassment?
    - What are Friendly Academy's defenses?
    - What will the Agency look for?
    - Is there written documentation regarding the incident?
    - What relevant school policies are applicable?
    - Did Friendly Academy have a harassment policy, and was it followed?
8. **Consider Obtaining Extensions of Time:**

- Be aware that agencies frequently will grant additional time for an employer to respond to the charge/complaint.

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

Exhibit 2:
Harassment Investigation Checklist

1. Decide upon the order in which investigation interviews will be conducted.
    - Complainant
    - Alleged harasser
    - Coworkers and other witnesses
    - Supervisors of the complainant and alleged harasser
    - Second interview with the alleged harasser to discuss any factual questions as a result of the investigation.
2. Interview each witness separately in an office or room where the discussion will not be overheard by other witnesses, the alleged harasser, or any other unauthorized persons.
3. Two uninvolved managers should participate in the interview process. At least one of the investigating managers should be thoroughly familiar with harassment law and Friendly Academy's harassment policies and procedures. One manager should be designated as the interviewer, and the other should act primarily as a witness and take notes of the discussion.
4. Before beginning the interview, explain the purpose of the interview by referring generally to recent complaints about the relationship between the complainant and the alleged harasser. Do not necessarily discuss the issue of unlawful harassment, so that you do not taint the witness' recollection of the events.
    - Emphasize that Friendly Academy takes these charges very seriously and that Friendly Academy is investigating these charges by interviewing all potential witnesses in compliance with School policy.
    - Explain that upon completion of the investigation, Friendly Academy will attempt to determine what occurred, and will take appropriate action based on its determination.
    - Both the complainant and the alleged harasser should be advised that each will be apprised of the results of the investigation and any action taken.
    - Instruct each witness interviewed not to discuss the matters covered during the interview with any co-employee or the alleged harasser.
    - Explain to the witness that confidentiality is necessary to protect the integrity of the investigation and to ensure that Friendly Academy receives trustworthy information in an atmosphere free from coercion.
    - Explain to the witness that School policy prohibits retaliation against anyone who complains of harassment or participates in an investigation, and that any acts of retaliation should be reported immediately
5. During the interviews:
    - Avoid leading questions.
    - Ask open ended, nonjudgmental questions.
    - Use investigation interview forms where appropriate.
    - Explain to all witnesses that retaliation will not be tolerated.

- Avoid the appearance of impropriety or favoritism in conducting interviews.
- Observe and record all physical and verbal reactions of witnesses.
- Do not record conclusions regarding credibility.
- Avoid judgmental statements or furthering of myths or stereotypes.
- Explore the effect of alleged harassment on the complainant and any others affected
  (*i.e.*, psychological, emotional, physical, and financial).

6. Review the complainant's and the alleged harasser's personnel files.
7. Discuss investigation results and proposed action with the investigation team. This discussion should be limited to those with a need to know the results of the investigation, such as the complainant's supervisor, the alleged harasser's supervisor, and senior Human Resources department staff.
8. Consider credibility determinations. Factors include memory, perception, truthfulness, corroboration or lack of it, bias of witnesses, consistency, plausibility of accounts, and prior misconduct.
9. Review all evidence collected.
10. Make a decision.
11. Consider appropriate remedial action: consider a verbal warning, written warning, denial of bonus or pay raise, suspension, demotion, termination, or some combination. Also, consider providing harassment training to the harasser and to all employees.
12. Consider the following factors in determining the appropriate remedial action:
    - credibility of the complainant, alleged harasser, and other witnesses;
    - prior conduct, if any (*e.g.*, the alleged harasser);
    - prior discipline of the alleged harasser;
    - level of harassment, including the type and frequency of conduct;
    - alleged harasser's knowledge of school rules of conduct;
    - prior disciplinary "precedent" for identical, similar or analogous misconduct; and
    - public and employee relations issues.
13. Review the harassment investigation and findings.
    - Was Friendly Academy harassment policy adequate?
    - Were the employees aware of the terms of the harassment policy?
    - Was the harassment complaint procedure adequate?
    - Did the investigator uncover other issues which need to be addressed?
14. Implement changes to the harassment policies and procedures where appropriate.

Drug Free Workplace[42]

Schools may require applicants to be tested to determine whether they are **illegally** using drugs. However, applicants may not be required to take a pre-employment test to determine if they are using alcohol. Alcohol testing can be conducted only after an employer has extended the applicant a conditional offer of employment. The ADA permits post-employment alcohol testing of employees only when such tests are job related and consistent with business necessity. In all cases, employers should provide advance notice of testing policies.

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

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

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

[42] HR, 8.

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

Drug Free Workplace Policy[43]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

The unlawful manufacture, possession, use, sale or distribution, or being under the influence of unauthorized controlled substances and/or alcohol, on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol or unauthorized controlled substances while on duty are a serious risk to themselves, students, and other employees. 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 participate in and complete rehabilitation programs.

Employees will be tested for alcohol and/or unauthorized controlled substances if Friendly Academy has reasonable suspicion that the employee has violated this policy. All testing will be conducted in accordance with law.

Friendly Academy may search an employee when Friendly Academy has reasonable suspicion to believe that an employee has violated this policy.

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

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

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

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, Friendly Academy shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. Friendly Academy 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.

[43] HR, App. C.

Employee Alcohol and Drug Testing Policy

SECTION 1. General

No employee may manufacture, use, possess, sell, distribute or be under the influence of alcohol or unauthorized controlled substances in violation of Friendly Academy's Drug-Free Workplace policy. Friendly Academy may elect to test an employee for alcohol and/or unauthorized controlled substances if Friendly Academy has reasonable suspicion that the employee has consumed alcohol or unauthorized controlled substances in violation of Friendly Academy policy.

SECTION 2. Program Coordinator and Training

SECTION 2.1
The CEO or designee will serve as the program coordinator to implement the alcohol and drug testing program within the guidelines of this policy.

SECTION 2.2
All staff who have supervisory duties over other staff members will be provided training on the effects of drug and alcohol use. The training will include physical, behavioral, speech and performance indicators of drug and alcohol use.

SECTION 3. Testing Program

SECTION 3.1
Any employee who suspects that an employee has violated the alcohol or drug prohibitions of this policy or the Drug-Free Workplace policy shall immediately report that concern to the CEO. The CEO will determine if there is reasonable suspicion that the employee has consumed alcohol or drugs in violation of Friendly Academy policy, and will determine if a drug or alcohol test is appropriate.

SECTION 3.2
Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. The CEO or designee must escort the employee to the facility and make arrangements for the employee to be transported home from the facility.

SECTION 3.3
Friendly Academy will use testing facilities with appropriately trained personnel for alcohol and drug testing. The testing program shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The drug and alcohol testing program shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The specimen collection procedures and chain of custody shall ensure that specimen security, proper identification and integrity are not compromised. The testing program will allow for review by a Medical Review Officer, including an opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result.

SECTION 3.4

Any alcohol or drug test will be administered as soon as possible. Employees will be drug-tested for marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, phencyclidine (PCP), benzodiazepines, methadone, methaqualone and propoxphane.

SECTION 4. Refusal to Submit to Tests

Drug and/or alcohol tests administered pursuant to this policy are mandatory. An employee refuses to submit when they fail to provide adequate breath, saliva or urine for testing when notified of the need to do so or engages in conduct that clearly obstructs the testing process.

SECTION 5. Consequences

SECTION 5.1
Employees who refuse to submit to a test, who test positive for prohibited substances or who take deliberate action with the intent to falsify test results will be subject to discipline, including but not limited to suspension, termination, and/or referral for prosecution in accordance with Board policy and law.

SECTION 4.2
If an employee who violates or is suspected of violating this policy is not terminated, the employee may be required to satisfactorily participate in one or more rehabilitation programs and to submit to substance testing, all in accordance with terms established by Friendly Academy.

SECTION 4.3
In addition to any disciplinary action taken, Friendly Academy will provide employees a list containing the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs when employees have a positive drug or alcohol test, refuse to take a test or otherwise request information about substance abuse treatment.

SECTION 5. Records and Reports

SECTION 5.1
Alcohol and drug test results and records shall be maintained by Friendly Academy under strict confidentiality and released only in accordance with law. Upon written request, an employee shall receive copies of any records maintained by Friendly Academy pertaining to his or her use of alcohol or drugs, including any records pertaining to his or her tests.

SECTION 5.2
Test records shall be maintained with the separate medical files of each employee. Friendly Academy shall maintain records and reports of its alcohol and drug prevention program as required by law.

Jury Duty and Military Duty[44]

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

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

[44] HR, 11.

Employment at Will[45]

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

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

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

[45] **HR, 12.**

Employment Status: At-Will Employment Policy[46]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Employment Status.

SECTION 1.1.
Employees of Friendly Academy are considered at-will employees.

SECTION 1.2.
Employees shall execute an At-Will Employment Agreement demonstrating understanding of the conditions and expectations of employment at Friendly Academy.

SECTION 1.3.
Friendly Academy shall follow all requirements of the Fair Dismissal Act (or the terms of the agreed upon contract) should termination be necessary.

[46] HR, App. F.

Exhibit 1:
Sample Employment At Will Agreement

This Employment Agreement ("Agreement") is made and entered into on _____, 20__ by and between _____(insert school name) whose place of business is located at _____ (insert school address) (hereinafter referred to as "Employer") and _____ (insert employee's full name) whose present residence is _____ (insert employee address) ("hereinafter referred to as "Employee".)

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

1. DESCRIPTION OF DUTIES

A. Name of Position

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

B. Essential Job Functions and Duties

The essential job functions or duties of this position are as follows:

_____

_____

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

C. Duty of Loyalty and Best Efforts

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

D. Place and Hours of Employment

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

2. PERFORMANCE TERMS

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

_____

_____

_____

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

3. COMPENSATION TERMS

A. Base Compensation

Employee shall receive a [salary/wage] of _____ per [hour/week/month] payable in equal installments on the [____ day] of each month. Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future.

B. Additional Compensation [if applicable]

Additional compensation shall be provided in the amount of (insert amount) under the following [conditions/terms]:

_____

_____

_____

C. Exempt Status [if applicable]

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

OR

Non-Exempt Status [if applicable]

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

D. Incentive Programs

[Insert or reference to any incentive programs that your school may have.]

E. Expense Reimbursement

Employee [shall][shall not] be entitled to reimbursement of any or all authorized and reasonably incurred expenses incurred in the performance of the functions and duties under this Agreement.

In order to receive reimbursement, Employee must follow Friendly Academy's financial policies and procedures with respect to advance authorization of reimbursed expenditures, and then timely provide Employer with an itemized account of all expenditures, along with suitable receipts.

F. Retirement

Employee [will][will not] be eligible to participate in the Teacher Retirement System (TRS). [Refer to those summary plan description documents or other documentation which outlines the payments of these benefits. To the extent they are the same as those of other employees simply refer to those provisions set forth in the Employee Handbook.]

[insert any additional retirement or investment options provided by Friendly Academy.]

G. Salary Adjustments

[Salary] adjustments are based on earned QBE revenue from the state of Missouri and thus salaries may be increased or decreased based on funds appropriated to Friendly Academy.

4. BENEFITS

A. Insurance

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

B. Professional Licenses

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

C. Personal and Professional Leave

Employer's personal and professional leave are provided for the following reasons:

_____

_____

_____

[insert any specific provisions related to accrual of leave or provisions for taking it.]

[Please refer to the Employee Handbook for more specifics regarding personal and professional leave.]

D. Additional Benefits

[Place additional benefits here or refer to Employee Handbook.]

5. TERMINATION

A. "At Will" Employment

Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

6. COVENANTS

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

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

B. Adherence to Employer's Policies, Procedures, Rules, and Regulations

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

C. Covenant to Notify Management of Unlawful Acts or Practices

Employee agrees to abide by the legal and ethics policies of Employer as well as Employer's other rules, regulations, policies, and procedures. Employer intends to comply in full with all governmental laws and regulations. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

7. PROPERTY

A. Records and Work Products

Employee agrees that all those records and work products created, utilized, or maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer's place of business.

B. Return Upon Termination

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

C. Copyrights, Inventions and Patents

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

8. INDEMNIFICATION FOR THIRD PARTY CLAIMS

Employee hereby agrees to indemnify, defend, save, and hold harmless Employer, its shareholders, officers, directors, and other agents (other than Employee) from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to the Employee's performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during, or after the termination of this Agreement. Employee understands that this obligation of indemnification survives the expiration or termination of this Agreement. **[It is common for employees to also request indemnification where the employer exposes them to a lawsuit. Have the employee formally request this provision.]**

9. MEDIATION AND BINDING ARBITRATION

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

10. LIMITATION OF DAMAGES

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

11. ATTORNEYS' FEES AND COSTS

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

12. MISCELLANEOUS PROVISIONS

A. Accuracy of Representations

Employee understands that any projections regarding the financial status or potential for growth of this Employer are matters of opinion only and do not constitute a legally binding

representation. Employee agrees that they have had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

B. Notices

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

C. Entire Agreement

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

D. Modifications

Employee and Employer agree that this writing, along with those Agreements referred to in it, including, but not limited to, the Employee Handbook and **[Non-Disclosure Agreement or any other applicable agreement]**, constitutes the entirety of the Employment Agreement between the parties. Any modifications to this Agreement may only be done in writing and must be signed by [an officer] of Employer.

E. Severability of Agreement

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver of Breach

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

G. Ambiguities Related to Drafting

Employer and Employee agree that any ambiguity created by this document will not be construed against the drafter of same.

H. Choice of Law, Jurisdiction and Venue

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

I. Submission to Drug Testing

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

J. Statute of Limitations

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

Employee's Signature	Date
Employee's Name Printed	
School Representative	Date

Prospective Employees[47]

A. Interviewing

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

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

B. Offer Letters

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

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

C. Documentation

Federal and state laws require employers to report newly hired and rehired employees. All employers in Missouri must report each newly hired employee to the Department of Revenue within **20** calendar days of hire. "Date of hire" is defined as the date the employee reports to work or the date the employee signs the federal W-4 form, whichever is earlier. If you are an employer in Missouri, you may choose the form you use to report new hires. You must send either a copy of the federal W-4 form or a different form containing the following information to the Department of Revenue. § 285.300, RSMo.

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

Additional information regarding new hire reporting can be found at the Missouri Department of Social Services New Hire Reporting website: https://www.missouriemployer.dss.mo.gov/NewHireInfo.aspx

Federal immigration laws require employers to complete an INS Form I-9 to verify each employee's authorization to work in the U.S. The laws establish fines and criminal penalties for employers that knowingly hire unauthorized aliens. The laws also establish

[47] HR, 12.

procedures for hiring on a temporary or permanent basis certain aliens, including skilled workers and professionals in occupations with shortages of qualified U.S. workers.

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

Professional Personnel Hiring and Recruitment Policy[48]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Authority to Hire

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

SECTION 2. Recruitment

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

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

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

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

SECTION 3. Qualifications

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

1. Advanced degrees;
2. High academic achievement;
3. Experience in a charter school setting;
4. Competency in the use of technology that would enhance the instructional program;
5. Demonstrated leadership potential;
6. Demonstrated ability and/or desire to work with students from demographic backgrounds Friendly Academy serves;
7. Experience with community-based and/or parental involvement activities;
8. Exemplary written and oral communication skills;
9. Demonstrated effective management and instructional practices;
10. Professionalism in demeanor and appearance;
11. Certification by a national certification agency;

[48] HR, App. G.

12. Certification from the state of Missouri or eligibility for such; and
13. Willingness to work with athletics and extra-curricular activities.

This profile is not all-inclusive and may change depending on Friendly Academy's needs at the time of hire.

The Board's ultimate goal is to attract and retain highly competent individuals who share Friendly Academy's mission and who will provide the best educational opportunities possible for our students.

Personnel Evaluations Policy[49]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Staff Observations and Evaluations

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

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

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

SECTION 1.4.
The CEO shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

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

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

[49] HR, App. H.

Employee Dress Code Policy[50]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Purpose of Employee Dress Code

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

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

SECTION 2. Dress Code

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

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

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

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

- Shorts (except for physical education)
- Jeans, including overalls, of any color (acceptable only for special projects or activities or related to specific job assignments)
- Hats/headwraps
- Immodest dress such as a dress which is too short (more than three inches above the knees) or tight or otherwise revealing
- Oversized tee shirts and undershirts
- Leggings/spandex

[50] HR, App. I.

- Tank tops
- See-through clothing
- Sundress without a jacket
- Clothing that exposes the midriff
- Extremely low cut dresses and blouses
- Exercise/jogging suit
- Other attire as deemed inappropriate by the CEO

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

SECTION 2.5. In addition, some job functions necessitate attire that may otherwise be considered "inappropriate" (i.e., Physical Education teachers may wear exercise attire). The CEO has the discretion to authorize a deviation from this policy.

Staff Complaints And Grievances Policy[51]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Intent of the Policy

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

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

SECTION 2. Definitions

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

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

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

SECTION 2.4. CEO - Employee possessing that degree of administrative authority.

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

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

SECTION 2.7. Board - The Governing Board of (charter school name).

SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

[51] HR, App. J.

SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

SECTION 3.1
This complaint and grievance procedure is applicable to any claim by any employee or applicant of (charter school name) who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements with which Friendly Academy is required to comply.

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

Friendly Academy
% Board Chair
1901 Kingshighway Blvd. | St. Louis, MO 63113

SECTION 3.3.
The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

SECTION 3.4.
The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

SECTION 3.5.
The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

SECTION 3.6.
At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.

SECTION 3.7.
The overall time frame from the initiation of the complaint until rendition of the decision by the Governing Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act

about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

SECTION 3.8.
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 (CEO or other title) within twenty (20) business days of the hearing.

SECTION 3.9.
The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the CEO either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

SECTION 3.10.
If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the (insert title) within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The (insert title) will notify the CEO or his/her designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to (insert title).

SECTION 3.11.
The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Governing Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the CEO or the complainant.

SECTION 3.12.
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 CEO presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing. A committee of the board will conduct the appeal proceeding within fifteen (15) working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

SECTION 3.13.
The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

SECTION 5. Prohibited Reprisal Provision

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

SECTION 6. Collection of Information

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.

Staff Leaves and Absences Policy[52]

Consistent contact with students and staff is important to the learning environment and school operations and therefore is an essential function of a staff member's position. Friendly Academy will allow staff members to be absent from their duties for the reasons and lengths of time specified in Board policy or an employee's contract, if applicable, as long as the absences are not excessive or otherwise protected by law.

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Paid Time Off Leave Eligiblity

SECTION 1.1

Unless otherwise provided in an employment contract, full-time employees who work ten months will receive seven (10) Paid Time Off (PTO) days per year, and full-time employees who work twelve months will receive fifteen (15) Paid Time Off days per year. An employee may not use PTO days during the employee's initial thirty (30) days of employment with Friendly Academy, except with prior written permission from the CEO.

SECTION 1.2

Employees who work part-time will receive Paid Time Off days on a prorated basis per year.

SECTION 1.3

Ten month employees may carry over to the following school year a maximum of three (3) unused PTO days per year, not to exceed a maximum of fifteen (15) days of Paid Time Off. Twelve month employees may carry over to the following school year a maximum of five (5) unused PTO days per year, not to exceed a maximum of twenty (20) days of Paid Time Off .

SECTION 1.4

Employees will not receive payment for any unused PTO days upon resignation or termination of employment, nor will employees receive any payment for unused PTO days accumulated beyond the maximum allowed under this policy.

SECTION 2: Use of Paid Time Off

A. Sick Leave

a. PTO days may be used for sick leave, defined as follows:

i. Illness, injury or incapacity of the employee. The CEO reserves the right to require a healthcare provider's certification attesting to the illness or incapacity of the employee and/or inclusive dates of the employee's incapacitation.

[52] HR, App. E.

ii. Illness, injury or incapacity of a member of the employee's immediate family and for which it is necessary for the employee to be with the family member during the incapacity.

iii. Illness, injury or incapacity of other relatives with permission granted by the CEO or designee.

B. Court Appearances

a. PTO days may be used for required court appearances other than jury duty or appearances required by subpoena or other court order arising out of the employee's duties as an employee of Friendly Academy.

C. Religious Observance

a. PTO days may be used for mandatory religious observance.

D. Bereavement Leave

a. Employees may use PTO days to extend bereavement leave beyond the three days provided in Section 3 of this policy.

E. Pregnancy, Childbirth and Adoption Leave

a. PTO days may be used for the birth, first year-care, adoption or foster care of a child. An employee must exhaust all accumulated PTO days, prior to any unpaid leave as provided in Section I. The employee shall provide notice of the need for use of maternity/paternity leave as soon as is reasonably possible, but at least thirty days prior to the commencement of the anticipated leave.

F. Vacation

a. Twelve month employees are permitted to use PTO days for vacation. An employee must submit a written request for vacation to the CEO and receive written authorization before taking vacation days.

G. **Personal Leave**

a. PTO days may be used for personal leave under the following conditions:

i. The CEO or designee shall be given five days prior notification, when feasible.

ii. No more than two instructional employees may use personal leave on any one day.

iii. Personal leave may not be used the day before or the day after holidays or breaks.

iv. Any exceptions to these requirements must be approved by the CEO.

H. Bereavement Leave

a. Employees may use three (3) days of bereavement leave for bereavement of family members. Employees may use PTO days for bereavement leave exceeding three days.

I. Jury Duty and Court Subpoena Leave

a. All School employees shall be allowed a leave of absence without loss of pay 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 Friendly Academy.

b. Employees who qualify for this leave are required to assign any jury duty pay vouchers to Friendly Academy before payment is made for days of jury duty. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.

c. Employees who receive a summons for jury duty or a subpoena for a court appearance must provide a copy to the CEO or designee as soon as practicable.

J. Voting Leave

a. Friendly Academy believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay or deducted from an employee's PTO days. Friendly Academy reserves the right to select the hours the employee is excused to vote.

b. An employee must notify the CEO or designee of the need for voting leave at least five days before the election. When the employee returns from voting leave, the employee must present a voter's receipt to the CEO or designee as soon as possible.

K. Military Leave

a. All employees will be granted military leave in accordance with state and federal law.

L. Pregnancy, Childbirth and Adoption Leave

a. This section creates no rights extending beyond any contracted period of employment, if a contract exists. FMLA procedures, including certification and recertification procedures, apply to FMLA-eligible employees, if any.

b. Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. Friendly Academy shall only apply accrued paid leave up to the maximum allotted PTO days under this policy.

c. Employees who are ineligible for FMLA leave may take up to twelve weeks of leave for the birth, first-year care, adoption or foster care of a child. The twelve weeks may consist of a combination of accrued PTO days, up to the maximum allotted under this policy, and unpaid leave. PTO runs concurrently with the maternity/paternity leave, and does not extend the length of such leave. Should the employee's leave overlap or coincide with known school holidays (i.e. spring, winter or summer break), then those holidays are included in the employee's allotted leave. The employee shall provide notice of the need for use maternity/paternity leave as soon as is reasonably possible, but at least thirty days prior to the commencement of the anticipated leave. In circumstances where employees are requesting leave prior to the birth of a child or for longer than

twelve weeks, Friendly Academy may require that a request for leave be supported by certification issued by the appropriate health care provider.

M. Unauthorized Absences

a. Friendly Academy considers three (3) consecutive days of unauthorized absences without notice to be a voluntary resignation.

SECTION 3. Notice

Employees shall provide in writing to the (CEO or other title) with a minimum of (two weeks) notice, or in the case of judicial duty, as soon as practicable, the need for leave under this policy. 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.

Communicable Diseases Policy[53]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Purpose of Policy

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

SECTION 2. Definitions.

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

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

SECTION 3. Protections

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

SECTION 3.2.
A student or employee who is infected with a communicable disease or HIV infection will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the 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 CEO it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

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

- **SECTION 4.1.1.**
  Education and policy review shall include procedures to reduce the risk of transmitting communicable diseases and HIV infection, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a

[53] HR, App. M.

manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.

SECTION 5. Identification of Potential Risks

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

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

SECTION 5.2.
Once the student's or employee's medical condition has been determined, the CEO shall consult with the student's or employee's physician, a public health official knowledgeable about the disease and/or a physician employed by the Governing Board at the option of the Board in order to determine whether reasonable accommodations will allow the student to perform in the classroom or other educational setting or the employee to meet the essential functions of his or her job.

SECTION 5.23.
If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Governing Board programs or to be employed by the Board.

SECTION 5.4.
In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a communicable disease, the CEO is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

SECTION 5.5.
The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

SECTION 6. Privacy Rights

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.

Sample Employment Application Model [54]

Friendly Acaemy fully subscribes to the principles of Equal Employment Opportunity. It is our policy to provide employment, compensation, and other benefits related to employment based on qualifications, without regard to race, color, religion, national origin, age, sex, veteran status, disability, or any other basis prohibited by federal, state or local law. In accordance with the requirements of the Americans with Disabilities Act, it is our policy to provide reasonable accommodation upon request during the application process to eligible applicants in order that they may be given a full and fair opportunity to be considered for employment. As an equal opportunity employer, we intend to comply fully with applicable federal and State employment laws and the information requested on this application will only be used for purposes consistent with those laws. Applications are only accepted for positions currently available and will only be considered for thirty (30) days from today's date or until the position applied for is filled, whichever first occurs.

POSITION APPLIED
FOR:_____
DATE: _____

Personal Data

_____
_____
Last Name First Middle Social Security Number

_____
_____
Street Address City State/Zip Code Telephone Number

Are you at least 18 years old? Yes No If not, state your age for child labor law purposes only: _____

Are there any days, shifts or hours you will not work?_____ If yes, please explain:

_____
_____

Are you available for out of town work?_____

Will you and can you work overtime, if required?
_____
_____
_____

When will you be able to start work?
_____
_____

[54] HR, App. N.

Have you taken any illegal drugs in the last 30 days?
_____

How did you learn of our School? _____If a referral, whom were you referred by?:
_____
_____

Have you ever applied to work here or worked here before? Yes No
If yes, provide date: _____

Are you legally authorized to work in the United States: Yes No

Will you now or in the future require sponsorship for employment visa status (e.g., H-1B visa status)? Yes No

Note: The Federal Immigration and Reform and Control Act of 1986 requires that an INS Employment Eligibility Verification "Form I-9" be completed for every new hire and that within 3 business days of beginning work every new hire must present to the employer documentation establishing his/her identity and authorization for work. This federal requirement must be satisfied as a condition of employment.

Have you been convicted of a felony within the last seven years? Yes No
Date of Conviction: _____ Note: Answering "yes" does not automatically exclude you from further consideration for the position. If yes, please explain on the Additional Comments section, including the penalty imposed. [**Note**: if in Kansas City, pursuant to ordinance 38-104, this question cannot be asked until after the applicant has been interviewed for the position]

Have you been convicted within the last seven years of misappropriation of funds, embezzlement or other dishonest conduct, an offense involving the use of a weapon, physical assault or other violent crimes? Yes No
If yes, please explain in the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Have you ever been a defendant in a civil action for an intentional tort (intentional commission of a wrongful act)? Yes No
If yes, include nature of the intentional tort and the disposition of the action in the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Name:_____Social
Security:_____

Driving Record (Answer only if driving is a requirement of the job for which you are applying)
Do you have a valid drivers license? Yes No
State_____ License No.:_____

Have you had any tickets? Yes No

If yes, please explain:
_____
_____
_____
_____
_____

Has your license ever been suspended or revoked? Yes No
If yes, please explain:
_____
_____
_____
_____
_____

Do you have any DUI or DWI convictions? Yes No
If yes, please state when you were convicted and explain:
_____
_____
_____
_____
_____

Additional Comments (Use the space below to supply any additional information relevant to the job applied for)
_____
_____
_____
_____
_____
_____

Education (May or may not be considered depending on job applied for)
Describe any educational degrees, skills, training or experience that are relevant to the job applied for:

Name, City and State of Educational Institution

Graduated? Yes No

If no Degree, Credits earned

Type of Degree Received or Expected
Major
Minor

Grade Point
Overall GPA

High School

College or University

Technical/GED/Other

Licenses, Certifications/Other

Employment History (Please complete for all full-time or part-time employment beginning with most recent employer)

_____

School Name Telephone #

_____

Address Dates Employed From To

_____

Name of Supervisor May we contact? Yes No Rate of Pay Start Last

_____

State job titles and describe job duties

_____

Reason for leaving

_____

School Name Telephone #

_____

Address Dates Employed From To

_____

Name of Supervisor May we contact? Yes No Rate of Pay Start Last

_____

State job titles and describe job duties

Reason for leaving

School Name Telephone #

Address Dates Employed From To

Name of Supervisor May we contact? Yes No Rate of Pay Start Last

State job titles and describe job duties

Reason for leaving

Please explain any gaps in your employment history:

Have you ever been discharged or forced to resign? Yes No If yes, explain:

Did you receive any discipline in the last 12 months of active employment? Yes No
If yes, please explain:

Were you given a performance evaluation within the last 12 months of active employment? Yes No If yes, what was the range of scores used and what was your score?

_____
_____

Have you signed any non-compete or non-solicit agreement with any other employer that might restrict you from working for this school? Yes No If yes, please explain:

_____
_____

(You may be required to furnish a copy of the agreement)

Military (Complete only if you served in the military)

Branch of Service:_____

Number of Years/Months of Service: _____

Rank at Discharge:_____

Date of Discharge:_____Reason for leaving: _____

Describe any military skills, training or experience you believe are relevant to the job applied for:

_____
_____
_____
_____

APPLICANT'S ACKNOWLEDGMENT

I certify that the answers given herein are true and complete to the best of my knowledge. I understand that any misrepresentations, omissions of facts or incomplete answers in any application document will disqualify me from further consideration for employment. I further understand that, if employed, any misrepresentations or omissions of facts in any application document will be cause for my dismissal at any time without prior notice.

I understand that, if employed, my employment is not for a specific term and may be terminated by me or my Employer(s) with or without notice or cause at any time. I further understand that no oral promise, Employer(s) policy, custom, business practice or other procedure (including the Personnel Handbook or any personnel manuals) constitute an employment contract or modification of the at-will employment relationship between me and the Employer(s).

I understand that applicants for certain positions may be required to qualify for employment based on additional employment criteria. For example, I may be required to take job-related tests; take a driver's examination; submit to a background investigation; take a pre- employment drug test. If I am offered employment or start work before any required test is completed, my employment is contingent on a satisfactory result on all required tests. I authorize (insert name of school) to release the results of background checks (if any) and my pre-employment drug/alcohol test (if any), any information on this application and any relevant information about me to whom I have applied for employment, and release (insert name of school) from any and all claims related to the lawful release of this information. I further authorize the release of any background check results of any drug/alcohol test to any state or federal authority requesting such information and in response to a valid subpoena or other legal document.

I acknowledge that this application will remain active for 30 days from this date. If I have not

heard from Friendly Academy at the conclusion of this 30 day period, it is my responsibility to complete a new application if I still wish to be considered for employment.

Signature:_____
Date: _____

Employee Information Sharing Policy[55]

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

Section 1.

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

Section 2. Information Sharing

Section 2.1 Friendly Academy shall provide information about a former employee to another public school upon request.

Section 2.2 Friendly Academy shall share the following information: information regarding any violation of the published regulations of the Governing Board of Friendly Academy by the former employee if such violation related to sexual misconduct with a student and was determined to be an actual violation by the Governing Board after a contested case due process hearing conducted pursuant to board policy; the results of a children's division investigation if the investigation involved allegations of sexual misconduct with a student and the children's division reached a finding of substantiated.

Section 3.

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

[55] HR, App. O.

Background Checks and Fingerprinting Policy

Friendly Academy is committed to providing a safe learning environment for our students. Accordingly, Friendly Academy requires criminal background checks of employees, as well as members of the Board of Directors, certain volunteers and others working on school grounds. The Board directs the CEO to develop procedures and practices consistent with this policy.

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Definitions

A. Criminal Background Check
   a. A search of the Federal Bureau of Investigation's criminal history files; the Missouri Highway Patrol's criminal history database and sexual offender registry; the Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Children's Division (CD) of the Department of Social Services; Missouri Case.net; and other databases required by law or by Friendly Academy.

B. Driving Records
   a. Traffic-related offenses contained in the Missouri Department of Revenue's databases.

C. Screened Volunteer
   a. Any person who assists a school by providing uncompensated service and who periodically be left alone with students. Screened volunteers include, but are not limited to, person who regularly assist in the office or library, mentor or tutor students, coach or supervise or sponsor a school-sponsored activity before or after school, and/or chaperone students on an overnight trip.

SECTION 2. Employees

SECTION 2.1.
Generally, Friendly Academy shall conduct criminal background checks in accordance with law on all new employees, screened volunteers, contractors or others authorized to have contact with students prior to the employees working with students; however, Friendly Academy may forgo a criminal background check when:

1. A teacher is employed to work on a part-time or substitute basis within one year of having retired from Friendly Academy.
2. An employee or potential employee has had a background check conducted by another Missouri public school within the past year and Friendly Academy receives a copy of the background check directly from the other school or district.
3. An employee or potential employee has successfully completed a criminal background check, including a check of the FCSR, as part of the professional license application process within one year prior to employment.

SECTION 2.2

Any offer of employment is contingent upon the satisfactory outcome of the criminal background check, when required by Friendly Academy. Friendly Academy has the sole and absolute discretion to determine whether the outcome is satisfactory.

SECTION 2.3

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

SECTION 3. Board Members

Friendly Academy will conduct a search of the Missouri Highway Patrol's criminal history database and the FCSR or the central registry of child abuse and neglect of the CD on each person serving as a member of Friendly Academy's Board of Directors.

SECTION 4. Volunteers

SECTION 4.1.
Friendly Academy will conduct a full criminal background check consistent with Section 1.1 above on all screened volunteers. All screened volunteers must satisfactorily complete the criminal background check required of employees prior to being left along with a student or students. The CEO or designee is directed to identify any additional volunteer positions at Friendly Academy that will also require a criminal background check. Volunteers that are not screened shall not be left alone with a student or students.

SECTION 4.2.
The CEO or designee must receive the results of the background check and officially approve the volunteer before he or she may begin service in the identified volunteer position.

SECTION 5. Payment

SECTION 5.1.
In general, applicants for employment and volunteers are responsible for the cost of the criminal background checks, but Friendly Academy may later reimburse the person at Friendly Academy's discretion. However, when an applicant has had a background check conducted by another Missouri public school within the past year and Friendly Academy receives a copy of the background check directly from the other school or district, Friendly Academy will not require an additional background check as a condition of employment unless Friendly Academy pays the cost, in accordance with law.

SECTION 5.2.
Friendly Academy will pay the expenses associated with conducting and renewing criminal background checks for current employees. In cases where Friendly Academy requires independent contractors to conduct criminal background checks, payment for the background checks will be determined by the contract.

SECTION 6. Updating Information

SECTION 6.1.
Friendly Academy reserves the right to require any employee or volunteer to submit to additional criminal background checks at Friendly Academy's expense or to rerun background checks at any time. Friendly Academy will provide the Department of Elementary and Secondary Education (DESE) the relevant personnel information necessary to conduct postemployment background checks as allowed by law.

SECTION 6.2.
Any employee refusing to submit to a background check may be disciplined or terminated. Friendly Academy may decline to utilize the services of volunteers or contractors who refuse to submit to background checks.

SECTION 7. School Notification

SECTION 7.1.
As a condition of continuing to work within Friendly Academy, all employees and other persons required to submit to a criminal background check pursuant to this policy must notify Friendly Academy if they are charged, convicted, plead guilty to or are otherwise found guilty of any misdemeanor or felony, regardless of the imposition of sentence. This notification must be made as soon as possible, but no later than five business days after the event.

SECTION 8. Reporting Requirements

SECTION 8.1.
Friendly Academy will report to DESE when information is obtained that a certificated person has pled guilty or no contest to or been found guilty of a crime or offense, regardless of whether a sentence has been imposed, in Missouri, another state or another country that may put the person's certificate in jeopardy pursuant to Missouri law.

SECTION 9. Confidentiality

SECTION 9.1.
Information received by Friendly Academy pursuant to a criminal background check is confidential. Except as allowed by law, Friendly Academy will only use this information for Friendly Academy's internal purposes in determining the suitability of an applicant, employee, volunteer or other worker on Friendly Academy property. Friendly Academy will keep this information in a location that is only accessible to persons who need to know the information to carry out their responsibilities with Friendly Academy until destruction.

SECTION 9.2.
Any person submitting to a criminal background check may, upon request, receive a copy of the background check information received by Friendly Academy.

SECTION 9.3.

Pursuant to state law and upon the written request of an employee or former employee, Friendly Academy may transfer a criminal background check to another public school or school district within one year of receiving the background check.

SECTION 10. Consequences

SECTION 10.1.
The CEO or designee is directed to exclude from employment or to take action to terminate individuals whose criminal background checks reveal that they have exhibited behavior that is violent or harmful to children or adults.

SECTION 10.2.
Employees who fail to keep background checks confidential as required by law or this policy or who violate any portion of this policy or Friendly Academy procedure will be subject to disciplinary action up to and including termination.

Missouri Victims' Economic Security And Safety Act Policy

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

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

SECTION 1. Definitions

2. **"Domestic violence"** means abuse or stalking committed by a family or household member.
3. **"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.
4. **"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.
5. **"Workweek"** means an individual employee's standard workweek.

SECTION 2. Eligible Employees

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

SECTION 3. Qualifying Reasons for Leave

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

- 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.
- To obtain victim services from a victim services organization for the employee or their family or household member.
- To obtain psychological or other counseling for the employee or their family or household member.

- 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.
- To seek legal assistance to ensure the health and safety of the employee or their household or family member, including participating in court proceedings related to the domestic or sexual violence.

SECTION 4. Notice of Need for Leave and Certification

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

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

- 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.
- A police report or court record.
- Other corroborating evidence.

This information must be provided to the CEO or designee within a reasonable time after it is required by Friendly Academy. Full cooperation to obtain this supplemental information is required under this policy.

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

SECTION 5. Medical and Other Benefits

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

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

SECTION 6. 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 onFriendly Academy. Employees seeking a reasonable safety accommodation may be required by Friendly Academy to provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodations are for a purpose authorized by VESSA.

SECTION 7. Non-Retaliation

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

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

SECTION 4:
SCHOOL OPERATIONS

Civil Rights, Title IX, Section 504 Policy[56]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Friendly Academy 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.

Friendly Academy 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.

Friendly Academy 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 Friendly Academy to process all grievances fairly and expeditiously, with the intent of resolving them in a mutually agreeable manner.

[56] Op. App. A.

Title IX Sexual Harassment Policy[57]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Definitions

A. *Complainant* – A Complainant is any individual who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX, in connection with his or her participation in or attempt to participate in an educational program or activity of Friendly Academy. A Complainant may be a student, an employee, or a third party. However, a Title IX Coordinator who signs a Formal Complaint is not considered a complainant.

B. *Respondent* – A Respondent is an individual who is purported to be the perpetrator of conduct that could constitute sexual harassment. A Respondent need not be affiliated with Friendly Academy in any respect.

C. *Complaint* - A verbal or written report of discrimination, harassment, or retaliation made to the Compliance Officer/Title IX Coordinator or designee. A "Formal Complaint" for purposes of Title IX complaints includes a document or electronic complaint filed with or signed by the Title IX Coordinator involving a Complainant that is participating in or attempting to participate in the education program or activities of Friendly Academy. Formal Complaints will be handled in accordance with the grievance procedure described in this Policy.

D. *Sexual Harassment* – Sexual harassment is conduct based on sex that may be one or more of the following:
    a. Employee conditioning the provision of an aid, benefit or service on an individual's participation in unwelcome sexual conduct (i.e., often called *quid pro quo* harassment);
    b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive it effectively denies a person equal access to Friendly Academy's education program or activity; or
    c. Sexual assault, stalking, dating/domestic violence, as defined herein.
        i. *Sexual Assault* – Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
        ii. *Domestic Violence* – Domestic violence includes violent misdemeanor and felony offenses, committed by a victim's current or former spouse, current or former co-habitant, person similarly situated under domestic or family law, or anyone else protected under domestic or family violence law.
        iii. *Stalking* – Stalking occurs when a person engages in a course of conduct directed at a specific person under circumstances that would cause a reasonable person to fear bodily injury or to experience substantial emotional distress. A course of conduct is two or more incidents. Stalking includes "cyber-stalking," a particular form stalking in which a person uses electronic media.

[57] This policy must be posted on Friendly Academy's website.

iv. *Dating Violence* – Violence by a person who has been in a romantic or intimate relationship with the individual to whom the violence is directed. Whether there was such a relationship will be gauged by its length, type and frequency of interaction.

d. Sexual harassment may occur between members of the same or opposite sex.

E. *Business Days* – Days on which Friendly Academy's business offices are open.

F. *Title IX Coordinator* – Friendly Academy designates the following employee as the Title IX Coordinator:

Friendly Academy, Director of Operations
1901 Kingshighway Blvd, St. Louis, MO 63113 | (314) 200.5877

G. "Title IX Coordinator" and "Compliance Officer" may be used interchangeably in this policy.

SECTION 2. Supportive Measures

SECTION 2.1

When a Formal Complaint is made or Friendly Academy otherwise learns of alleged discrimination, harassment or retaliation against a student without a Formal Complaint, Friendly Academy will take prompt and appropriate action to protect the alleged victim or the Respondent (i.e., the accused party), including implementing supportive measures, as appropriate and as reasonably available. For example, supportive measures may include counseling, extensions of deadlines or other class-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, increased security and monitoring of certain areas of Friendly Academy, and other similar measures. Friendly Academy shall maintain the confidentiality of the supportive measures provided to the Complainant or the Respondent, so long as maintaining such confidentiality does not impair Friendly Academy's ability to provide such measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures and explaining the grievance procedures to the Complainant and Respondent. Friendly Academy will take prompt and appropriate steps to prevent retaliation against the alleged victim, any person associated with the alleged victim, or any witnesses or participants in the investigation. These steps may include, but are not limited to, notifying students, employees and others that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the Complainant to determine if any additional acts of discrimination, harassment or retaliation have occurred.

SECTION 3. Scope of Sexual Harassment Grievance Process

SECTION 3.1

The Sexual Harassment Grievance Process pertains to sexual harassment under Title IX, as defined by this Policy, committed by or against students and/or employees when: (1) the conduct occurs at school or other property owned or controlled by Friendly Academy; or (2) the conduct occurs in the context of a Friendly Academy employment or education program or activity within the United States.

SECTION 3.2

All members of the Friendly Academy community have the right to submit a complaint or raise concerns regarding sexual harassment under Title IX pursuant to this Policy without fear of retaliation.

SECTION 4. Filing a Formal Complaint

SECTION 4.1
If a Complainant wishes for Friendly Academy to proceed with an investigation into the allegations of sexual harassment pursuant to the grievance procedures in this section of the Policy, the Complainant must file a Formal Complaint. A Formal Complaint is a document alleging sexual harassment against a Respondent and requesting that Friendly Academy investigate the allegation of sexual harassment. The Complainant must be participating in or attempting to access a Friendly Academy program or activity at the time the Formal Complaint is submitted. A Formal Complaint must be in written form, but it may be submitted in person, by mail, or by email to the Title IX Coordinator. It must be signed by the Complainant, but the required signature may be physical or digital.

SECTION 4.2
The Title IX Coordinator may also initiate a Formal Complaint by signing it. The Title IX Coordinator may consider the specific facts and circumstances and whether there is a pattern of misconduct involving a particular Respondent. The Title IX Coordinator may only sign a Formal Complaint after he or she has contacted the Complainant and discussed supportive measures and the Formal Complaint process with the Complainant. The Title IX Coordinator must consider the Complainant's wishes for how Friendly Academy responds to the report of Sexual Harassment.

SECTION 4.3
The Title IX Coordinator may consolidate Formal Complaints where the allegations of sexual harassment arise out of the same facts or circumstances. Where a Formal Complaint includes more than one Complainant or more than one Respondent, any references in this policy to a single Complainant and/or Respondent will also refer to multiple complainants or respondents.

SECTION 5. Dismissal of Formal Complaints

SECTION 5.1
Upon receipt of a Formal Complaint, the Title IX Coordinator will review the allegations set forth therein and determine whether the Complaint may proceed. Although the allegations may be investigated and resolved pursuant to another Friendly Academy policy, Formal Complaints of sexual harassment brought pursuant to this policy *must* be dismissed if:

1. The conduct alleged would not constitute Sexual Harassment as defined in this policy;
2. The conduct did not occur in connection with a Friendly Academy education program or activity;
3. The conduct did not occur against a person in the United States.

Furthermore, the Title IX Coordinator may, in his or her discretion, determine that even though it meets the basic threshold requirements to proceed, a particular Formal Complaint should be dismissed. Specifically, a Formal Complaint *may* be dismissed if:

1. Complainant notified Title IX Coordinator in writing that they would like to withdraw the Formal Complaint or any allegations within;
2. Respondent is no longer enrolled in or employed by Friendly Academy;
3. Specific circumstances prevent Friendly Academy from gathering evidence to reach a determination.

After an initial review of the Formal Complaint, the Title IX Coordinator will continue to monitor the investigation and evaluate the Formal Complaint to determine if the above criteria for dismissal apply.

Following any dismissal of a Formal Complaint, the Title IX Coordinator will simultaneously send a written notice to the parties of the dismissal and the reasons for the dismissal.

SECTION 5.2
To the extent the behavior alleged in the Formal Complaint could constitute a violation of another Friendly Academy policy, it may be pursued under that policy. The Title IX Coordinator has the discretion to refer the allegations to the CEO or appropriate designee.

SECTION 6. Interim Action

SECTION 6.1
Friendly Academy may remove the Respondent from its education programs and activities prior to the start or completion of the grievance procedure on an emergency basis provided that Friendly Academy:

1. Performs an individualized safety and risk analysis;
2. 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
3. Provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

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

SECTION 6.2
Friendly Academy may place a Respondent who is an employee on administrative duty during the pendency of the grievance process in accordance with Board policy and law.

SECTION 7. Sexual Harassment Grievance Process

SECTION 7.1
If any party believes that the Title IX Coordinator has a conflict of interest or bias for or against the individual parties and/or for or against complaints or respondents generally, that party should report their concern to the CEO within five (5) business days of filing a Formal Complaint. If the CEO determines that a conflict of interest or bias exists, the CEO will designate another individual to serve as Title IX Coordinator for the purposes of the specific grievance process involving the parties.

SECTION 7.2

The Respondent will be presumed not responsible for the policy violation that is alleged in the Formal Complaint unless and until the Respondent is found responsible by the decision maker at the conclusion of the grievance process.

SECTION 7.3
The grievance process generally will be completed within ninety (90) days. However, extensions to this time frame may be granted at the request of either party, or at the discretion of the Title IX Coordinator when good cause exists for the delay. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The Title IX Coordinator will notify all parties in writing of the delay, the length of the extension granted and the reason for the extension.

SECTION 7.4
Within five (5) business days of the receipt of a Formal Complaint, the Title IX Coordinator or designee will issue a written notice to the parties. The written notice should include, if known, the identity of the parties, the conduct alleged to be Sexual Harassment, and the date(s) and location(s) of the incident(s). The notice will also include a statement that the Respondent is presumed to be not responsible for any policy violations. The notice must also inform the parties that they have the right to an advisor of their choice during the grievance process, that they may inspect and review evidence gathered during the investigation, and that policies related to student conduct prohibit making false statements or submitting false information during the grievance procedure.

SECTION 7.5
If during the course of the investigation, additional allegations are going to be investigated that were not included in the original notice, the Title IX Coordinator or designee will issue a supplemental written notice to the parties.

SECTION 7.6
Parties will also be provided with notice of all meetings, interviews, or hearings at least three (3) days in advance. Such notice will include the date, time, location, participants, and purpose of the meeting, interview, or hearing.

SECTION 7.7
Each party has the right to select an advisor of their choice, and for that advisor to accompany the party to any part of the grievance process, including all meetings and interviews. An advisor can be a family member, staff member, mentor, attorney, or any other person of the party's choice who is available and agrees to serve as advisor.

SECTION 7.8
The Title IX Coordinator or designee will designate an investigator (which may be himself or herself) to conduct a fair, thorough investigation of the allegations in the Formal Complaint. The investigator will have received training as required by Title IX regulations. Friendly Academy may designate an outside investigator as the investigator.

SECTION 7.9
The investigator will provide written notice of any meetings or interviews to the parties and/or witnesses at least three (3) business days in advance of the meeting or interview. This notice will

include the date, time, and location for the meeting, as well as who will be participating in the meeting and the purpose for the meeting.

SECTION 7.10
The burden will be on the investigator to fully and fairly investigate the allegation in the Formal Complaint. All parties will have an equal opportunity to present witnesses and evidence to the investigator.

SECTION 7.11
At the conclusion of the investigation, the investigator will send a copy of the evidence that is directly related to the allegations in the Formal Complaint to the parties and their advisors for inspection and review. The parties will then have ten (10) business days to submit a written response to the evidence, if they choose to do so. The investigator will consider any written response to the evidence before the completion of the investigative report.

SECTION 7.12
The investigator will prepare an investigative report that fairly summarizes all the relevant evidence. The investigative report should include a description of all steps taken in the investigation as well as summaries of all interviews with parties and/or witnesses and all relevant evidence reviewed by the investigator. The investigator will send a copy of the report to the parties and their advisors within ten (10) business days following completion of the investigation report.

SECTION 7.13
Following the delivery of the investigative report to the parties and before reaching a determination, the decision-maker(s) (who may not be the Title IX Coordinator or investigator) will allow the parties the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant in most scenarios.

SECTION 7.14
The Decision-maker(s) shall issue a written determination whether the Respondent is responsible for the policy violations alleged in the Formal Complaint within five (5) business days of the conclusion of the follow-up period described in Section 6.13. The Decision-maker(s) must determine the weight of the evidence and credibility of the parties in reaching a determination. The written determination shall include:

- An identification of the allegations in the Formal Complaint;
- A description of procedural steps taken from the receipt of the Formal Complaint through the determination, including any notices, interviews, investigators, and hearings;
- Findings of fact that support the determination;
- Conclusions regarding the application of the policy to the facts;
- A statement and rationale for the result of each allegation including the determination of responsibility, any sanctions that will be imposed on the Respondent, and whether any remedies designed to restore and preserve equal access to Friendly Academy's educational program will be provided to the Complainant; and

- The procedures and acceptable bases for appeal of the determination.
- The standard of proof will be "preponderance of the evidence," which means whether the evidence shows it is more likely than not that a policy violation occurred.

The written determination will be provided simultaneously to all parties. It will become final and any sanctions will take effect after the resolution of any appeal, or if no appeal is filed, within 48 hours after the issuance of the written determination.

SECTION 7.15
If a Respondent is found responsible for any violations of policy, then the decision-maker will determine what disciplinary sanctions will be imposed on the Respondent and what remedies designed to restore and preserve equal access to Friendly Academy's educational programs will be offered to the Complainant. Possible sanctions that can be imposed on a Respondent found responsible include but are not limited to: (a) written warning/behavioral agreement; (b) loss of privilege; (c) educational project or service hours; (d) removal from activities; (e) no contact with certain persons; (f) suspension; (g) expulsion; or (h) termination. The discipline of employees and students is addressed in the policies, regulations, procedures and handbooks of Friendly Academy.

SECTION 8. Appeals of Decision

SECTION 8.1
A party may appeal the determination of responsibility or a dismissal of a Formal Complaint by submitting a written request to the designated Appeals Officer within 48 hours of the issuance of the decision-maker's determination of responsibility or dismissal. The request should include a short statement outlining the basis for appeal. Appeals are limited to the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time of the determination of responsibility or the dismissal of the Formal Complaint that would affect the outcome of the matter; or
- The Title IX Coordinator, Investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally that affected the outcome of the matter.

The Appeals Officer will notify the parties in writing that an appeal has been filed. Each party will then have five (5) days to submit a written statement in support of or challenging the outcome of the hearing.

SECTION 8.2
The Appeals Officer will issue a written determination of the outcome of the appeal, describing the result of the appeal and the rationale in support of that decision within five business days of the deadline for parties to submit their written statements. The Appeals Officer's written determination will be provided simultaneously to all parties.

SECTION 9. Recordkeeping

The Title IX Coordinator must create and maintain for a period of at least seven years records of any actions, including any supportive measures taken in response to a report or Formal Complaint of Sexual Harassment. For each instance, the Title IX Coordinator must document: 1) the basis for the conclusion that Friendly Academy's response was not deliberately indifferent, and 2) that Friendly Academy has taken measures designed to restore or preserve equal access to Friendly Academy's educational program or activity. If the Title IX Coordinator does not provide the Complainant with supportive measures, then the Title IX Coordinator must document why it was not clearly unreasonable to not provide supportive measures.

The Title IX Coordinator will also maintain the following records for a period of at least seven years:

- Records related to each Sexual Harassment investigation, including any determination regarding responsibility;
- Any audio or audiovisual recording or transcript from a grievance hearing, if any;
- Records of any disciplinary sanctions imposed on the Respondent;
- Records of any remedies provided to the Complainant;
- Any appeal from a grievance process and the result of the appeal;
- Records related to any informal resolution and the result of the informal resolution;
- All materials used to train the Title IX Coordinators, Investigator, decision maker, and any individual who facilitates an informal resolution.

Official School Year, School Day, and School Calendar Policy[58]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Approval of Annual Calendar

SECTION 1.1.
The CEO or designee shall submit for approval by the Governing Board a calendar for the upcoming school year no later than June of each preceding year. The calendar shall specify the dates of Friendly Academy year for students, the work year for staff, holidays and breaks, and other critical activities and events. The annual calendar shall comply with Friendly Academy's policies and applicable laws and regulations.

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

SECTION 1.3.
Information pertaining to dissemination and publishing of the adopted calendar shall be published on Friendly Academy's website and via other communication channels no later than June.

SECTION 2. Authorization to Revise the Annual Calendar

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

Section 3. Attendance Hours

SECTION 3.1
Friendly Academy calendar adopted by the Board will provides for a minimum of 1,044 hours of pupil attendance. The calendar shall also include thirty-six make-up hours for possible loss of attendance due to inclement weather. Hours in excess of the state required minimum, may be recommended by the CEO and approved by the Board.

SECTION 3.2.
Friendly Academy shall be required to make up the first 36 hours of school lost or canceled due to inclement weather and half the number of hours lost or cancelled in excess of the 36 make-up hours if the make-up of the hours is necessary to ensure the students attend a minimum of 1,044 hours for Friendly Academy year.

SECTION 3.3.
Friendly Academy is exempt from the requirement to make-up school lost or cancelled due to inclement weather when Friendly Academy has made up the required thirty-six hours (see above)

[58] Op., App. B.

and half the number of additional lost or cancelled hours (with a cap of forty-eight hours), resulting in no more than sixty total make-up hours.

Friendly Academy shall be exempt from making up, up to 36 hours of school, lost or cancelled to due to exceptional or emergency circumstances if Friendly Academy has an alternative methods of instruction plan approved by the department of elementary and secondary education.

SECTION 3.4.
The CEO has the authority to make the final decision to close school buildings on a day-to-day or short-term basis due to inclement weather or other exceptional or emergency circumstances where the safety of employees or students could be at immediate risk or Friendly Academy does not have the necessary resources available to education students in the building(s).

SECTION 4. Alternative Methods of Instruction

SECTION 4.1.
Friendly Academy will develop and maintain a plan for educating students during times when school buildings must be closed. Such planning will particularly address potential long-term school building closures. In accordance with law, the CEO or designee will seek approval for the plan from the Department of Elementary and Secondary Education. If approved, these methods may be used to avoid lost hours of instruction and make-up days. Any alternatives proposed will ensure rigorous instruction of students that is equivalent to the instruction missed due to canceled school.

SECTION 5. Authorization to Revise the Annual Calendar

SECTION 5.1.
The Governing Board, upon recommendation by the CEO or designee has the authority to make changes to the official school calendar through a duly adopted board resolution.

Alternative Methods of Instruction Plan Policy

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Section 1. Alternative Methods of Instruction Plan Approval

Section 1.1. Friendly Academy shall submit to the department of elementary and secondary education an application requesting approval of an alternative methods of instruction plan.

Section 1.2 The application submitted to the department of elementary and secondary education shall describe:

- **Section 1.2.1.** The manner in which Friendly Academy intends to strengthen and reinforce instructional content while supporting student learning outside the classroom environment.
- **Section 1.2.2.** The process Friendly Academy intends to use to communicate to students and parents the decision to implement alternative methods of instruction on any day of a closure.
- **Section 1.2.3.** The manner in which Friendly Academy intends to communicate the purpose and expectations for a day in which alternative methods of instruction will be implemented to students and parents.
- **Section 1.2.4.** The assignments and materials to be used within Friendly Academy for days in which alternative methods of instruction will be implemented to effectively facilitate teaching and support learning for the benefit of the students.
- **Section 1.2.5.** The manner in which student attendance will be determined for a day in which alternative methods of instruction will be implemented. The method chosen shall be linked to completion of lessons and activities.
- **Section 1.2.6.** The instructional methods, which shall include instruction through electronic means and instruction through other means for students who have no access to internet services or a computer.
- **Section 1.2.7.** Instructional plans for students with individualized education programs.
- **Section 1.2.8.** The role and responsibility of certified personnel to be available to communicate with students.

Section 2. Alternative Methods of Instruction Plan Implementation

Section 2.1. If school is closed due to exceptional or emergency circumstances, Friendly Academy may use its Alternative Methods of Instruction Plan for up to thirty-six hours in a school year.

Section 2.2. Friendly Academy shall notify students and parents on each day of the closure whether the alternative methods of instruction plan is to be implemented for that day. If the plan is to be implemented on any day of the closure, Friendly Academy shall ensure that each student receives assignments for that day in hard copy form or receives instruction through virtual learning or another method of instruction.

School Annual Report Policy[59]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

School officials will submit to the department of elementary and secondary education all data and reports as required by applicable laws and regulations. The Annual Report will be completed and submitted in accordance with applicable laws and regulations.

The Annual Report will be made available to all School patrons, and to each member of the General Assembly whose legislative district contains a portion of Friendly Academy's attendance area.

[59] Op., App. E.

Public Inspection Policy[60]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

1. Friendly Academy 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 Friendly Academy is located the following information:

A. Friendly Academy's charter;

B. Friendly Academy's most recent annual report card published according to section 160.522, RSMo;

C. The results of background checks on the charter school's board members; and

D. If operated by a management company, a copy of the written contract between the Governing Board of Friendly Academy and the educational management organization or the charter management organization for services.

The charter school may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo for furnishing copies of documents under this subsection.

2. The website of Friendly Academy 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.

[60] Op., App. F.

Title I Policy[61]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Section 1. Parent Involvement

The Board recognizes the importance of parental involvement with the Title I program and will provide a variety of opportunities for parents to be involved in policy design and in the planning, implementation, and review of Title I programs.

Section 2. Reporting Requirements

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

[61] Op., App. G.

Equal Educational Opportunity Policy [62]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

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

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

[62] Op., App. H.

Students of Legal Age Policy[63]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

[63] Op., App. I.

Student Educational Records Policy[64]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION I. General

SECTION 1.1
A cumulative educational record shall be maintained for each student from his/her entrance into Friendly Academy through the last date of attendance or through graduation, whichever occurs first. 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.

SECTION 1.2
Each student's educational record will include information required by state and federal statutes, regulations or agencies and shall include other information considered necessary by school officials.

SECTION 2. Confidentiality.

SECTION 2.1
Friendly Academy will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

SECTION 2.2
All information contained in a student's educational record, except information designated as directory information by Friendly Academy, shall be confidential and shall be accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students, except as otherwise authorized by law.

SECTION 3. Directory Information

SECTION 3.1
"Directory information" is information contained in an education record of a student that generally would not be considered harmful or an invasion of privacy if disclosed without the consent of a parent or eligible student. Friendly Academy will designate the types of information included in directory information and may release this information without first obtaining consent from a parent or eligible student unless a parent or eligible student notifies Friendly Academy in writing as directed. Parents and eligible students will be notified annually of the information Friendly Academy has designated as directory information and the process for notifying Friendly Academy if they do not want the information released.

SECTION 3.2
Friendly Academy designates the following items as directory information:

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[64] Op., App. J.

- *General Directory Information* – The following information Friendly Academy maintains about a student may be disclosed by Friendly Academy without first obtaining written consent from a parent or eligible student:
- Student's name; parents' names; grade level; enrollment status; participation in school-sponsored or school-recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees, honors and awards received; artwork or course work displayed by Friendly Academy; schools or school districts previously attended; and photographs, videotapes, digital images and recorded sound unless such records would be considered harmful or an invasion of privacy.
- *Limited Directory Information* – In addition to general directory information, the following information Friendly Academy maintains about a student may be disclosed to: parent groups or booster clubs that are recognized by the Board and are created solely to work with Friendly Academy, its staff, students and parents and to raise funds for school activities; parents of other students enrolled in Friendly Academy; governmental entities including, but not limited to, law enforcement, the juvenile office and the Children's Division (CD) of the Department of Social Services:

  The student's address, telephone number and e-mail address and the parents' addresses, telephone numbers and e-mail addresses.

SECTION 4. Release of Education Records

SECTION 4.1
Disclosure of information from a student's education records will be made only with the written consent of the parent or eligible student, subject to the following exceptions. Friendly Academy may disclose education record information without consent in accordance with law, including when the disclosure is:

- To school officials who have a legitimate educational interest in the records.
- To officials of another school in which a student is enrolled or seeks or intends to enroll as long as the disclosure is for purposes related to the enrollment or transfer.
- Directory information.
- To military recruiters or institutions of higher education that have requested the names, addresses and telephone listings of secondary school students. However, Friendly Academy will honor a request from a secondary school student or her parent not to release the information.
- To organizations conducting studies for or on behalf of Friendly Academy or other educational agencies or institutions to develop, validate or administer predictive tests, administer student aid programs or improve instruction if the legal requirements for disclosure are met.
- To state and local authorities, when allowed by state statute, if the disclosure concerns law enforcement’s or juvenile justice authorities' ability to effectively serve, prior to adjudication, the student whose records are released. The officials and authorities to whom such information is disclosed may be required to certify in writing that the information will not be disclosed to any other party except as allowed by law or with the written consent of the parent.
- To accrediting organizations to carry out their accrediting functions.

- To parents of a dependent student, as defined in section 152 of the Internal Revenue Code of 1986.
- To parents of a student who is not an eligible student or to the student.
- To comply with a judicial order or a lawfully issued subpoena. Unless otherwise ordered, and except in cases where a parent is a party to a court proceeding involving child abuse or neglect or dependency matters and the order or subpoena is issued in the context of that proceeding, Friendly Academy will make a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or student may seek protective action.
- In connection with a student's request for or receipt of financial aid to determine the eligibility, amount or conditions of the financial aid or to enforce the terms and conditions of the aid.
- To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the United States Department of Education or state and local education authorities in connection with an audit or evaluation of federally or state-supported education programs or for the enforcement of or compliance with federal legal requirements relating to these programs.
- To appropriate parties when there is an articulable and significant threat to the health or safety of a student or other persons. The nature of the threat and the persons to whom the information was disclosed must be recorded.
- To an agency, caseworker or other representative of a state or local child welfare agency or tribal organization who has a right to access the student's case plan, as determined by the state or tribal organization, when such agency or organization is legally responsible for the care and protection of the student. This disclosure is limited to student records or information from those records used for the purpose of addressing the student's education needs.
- To other persons authorized to receive education records pursuant to FERPA and 34 C.F.R., Part 99, or other applicable laws.

SECTION 5. Military Recruiters.

SECTION 5.1
Upon request by military recruiters or an institution of higher learning, Friendly Academy 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.

SECTION 6. Inspection and Review

SECTION 6.1
All parents may inspect and review their student's education records, seek amendments, consent to disclosures and file complaints regarding the records as allowed by law. These rights transfer from the parent to the student once the student becomes an eligible student. An eligible student is a student or former student of Friendly Academy who has reached age 18 or is attending a postsecondary school. Friendly Academy will annually notify parents and currently enrolled eligible students of their rights in accordance with law.

SECTION 6.2
Friendly Academy will extend the same access to records to either parent, regardless of divorce, custody or visitation rights, unless Friendly Academy is provided with evidence that the parent's rights to inspect records have been legally modified.

SECTION 6.3 - Review Procedures

- The parents or the eligible student should submit to the CEO a written request that identifies as precisely as possible the record or records they wish to inspect. The CEO or designee will make the needed arrangements for access as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected. Access must be given as soon as possible, but within forty-five (45) days.

- If a parent or eligible student requests an education record that contains information on more than one identifiable student, Friendly Academy will not disclose the record unless Friendly Academy is able to effectively redact information pertaining to the other student(s) or the law otherwise allows for the disclosure.

- If a parent or eligible student believes the education records related to the student contain information that is inaccurate, misleading or in violation of the student's privacy, they may ask Friendly Academy to amend the record by following the appeals procedure outlined in section 6.4 of this policy.

SECTION 6.4 - Appeal Procedures
Parents or eligible students have the right to request correction of education records that they believe are inaccurate, misleading or in violation of their privacy rights. Following are the procedures for the correction of education records:

- Parents or the eligible student must ask Friendly Academy to amend a record. In doing so, they must identify the part of the record they want changed and specify why they believe it is inaccurate, misleading or in violation of the student's privacy rights. The request should be made to the CEO.

- The CEO or designee will decide, within a reasonable period of time after receiving the request, whether to amend the record as requested. The CEO will notify the parents or eligible student of the decision and, if the request for amendment is denied, will inform them of their right to a hearing to challenge the content of the student's education records on the grounds that the information included is inaccurate, misleading or in violation of the student's privacy rights.

- The CEO will hold a hearing within a reasonable period of time after a request for a hearing is received. The CEO will notify the parents or eligible student, reasonably in advance, of the date, place and time of the hearing.

- The hearing will be conducted by a hearing officer who is a disinterested party; however, the hearing officer may be a Friendly Academy official. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records. The parents or eligible student may be assisted by one or more individuals of their choice, including an attorney.

- The hearing officer will prepare a written decision based solely on the evidence presented at the hearing and provide a copy to Friendly Academy and the parents or the eligible student within a reasonable period of time after the hearing. The decision will include a summary of the evidence presented and the reasons for the decision.

- If the hearing officer decides that the information is inaccurate, misleading, or in violation of the student's privacy rights, Friendly Academy will amend the record and notify the parents or eligible student of the amendment in writing.

- If the hearing officer decides that the challenged information is not inaccurate, misleading or in violation of the student's privacy rights, Friendly Academy will notify the parents or eligible student that they have a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision. The statement will be maintained as part of the student's education records as long as the contested portion is maintained. If Friendly Academy discloses the contested portion of the record, it must also disclose the statement.

SECTION 7. Recordkeeping

SECTION 7.1
Unless exempted below, Friendly Academy will maintain a record of all requests for and disclosures of information from a student's education records. Friendly Academy will maintain the record of requests and disclosures with the education records of the student as long as the records are maintained. The record will indicate the name of the party making the request, any additional party to whom the information may be redisclosed and the legitimate interest the party had in requesting or obtaining the information. The record may be reviewed by the parents or eligible student.

SECTION 7.2
When Friendly Academy discloses personally identifiable information from education records to third parties without parental consent in a health or safety emergency, Friendly Academy will record the articulable and significant threat to the health or safety of individuals that formed the basis for the disclosure and the parties to whom Friendly Academy disclosed the information.

SECTION 7.3
Friendly Academy is not required to maintain a record of requests by or disclosures to:

1. The parent or eligible student.
2. Friendly Academy officials within Friendly Academy who have a legitimate educational interest in the student's education record.
3. A party with written consent from the parent or eligible student.
4. A party seeking directory information.
5. A party seeking or receiving the records as directed by a law enforcement subpoena if the issuing court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

Record Retention Policy & Digitization Policy

SECTION 1. Retention Requirements

Friendly Academy will maintain all records created or received as a result of school operations in accordance with state and federal laws and regulations.

Friendly Academy will retain records according to the Public School Records Retention Schdule, developed by the Missouri Local Records Board. In addition, as charter public schools sponsored by the Commission, each school should maintain the following records for periods listed below:

Type	Record	Retention Period
Organizational	Articles of incorporation	Permanent
Organizational	IRS Determination Letter	Permanent
Organizational	Board policies	2 years after superseded
Organizational	Board meeting agendas	10 years
Organizational	Board meeting minutes	10 years
Financial	Audit reports	10 years
Financial	Financial statements (year-end)	5 years
Financial	Insurance policies	5 years after superseded
Financial	Real estate records	10 years
Financial	Tax returns	Permanent
Financial	Philanthropic grant records	3 years after closed
Financial	Banking statements	5 years
Financial	Credit card records	3 years
Financial	Procurement records	1 year after bid rejected or 2 years after accepted work completed

For records not included in the Public School Record Retention Schedule or the table above, Friendly Academy will establish a retention schedule that includes applicable retention periods to ensure compliance.

SECTION 2. Record Digitization

Friendly Academy will digitize the records listed above in order to simplify school monitoring and reporting, and in order to more easily comply with public records requests and manage the transfer of records in case of school closure.

Health Information Records Policy[65]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Except as otherwise required by 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. Only the CEO or his/her designee shall have access to the locked file cabinet or secure computer file.

[65] Op., App. K.

School Safety Plan and Emergency Closing Procedures Policy[66]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. School Safety Plan

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

SECTION 2. Emergency Suspension of School Operations or Activities

SECTION 2.1.
Friendly Academy may abide by school closures for St. Louis Public School district.

SECTION 2.2.
The Governing Board further authorizes the CEO or his/her designee to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

SECTION 2.3.
The CEO or his/her designee shall establish orderly procedures to assure that appropriate communications with students, staff, and other stakeholders are maintained before, during and after the abnormal conditions potentially or actually causing suspension of school operations or activities. At a minimum, instruction on obtaining information pertaining to suspension of school operations and activities for students, staff, and other stakeholders shall be published in the student and staff handbooks.

SECTION 2.4.
School activities, including but not limited to extracurricular events, activities, clubs, competitions, and athletic events, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The CEO or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

SECTION 2.5.
At the CEO's discretion, school activities as described in Section 2.4, may be canceled even after a completed school day if conditions exist to warrant such suspension. The CEO or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

[66] Op., App. L.

Communicable Diseases Policy[67]

Friendly recognizes its responsibility to protect the health of students and employees from the risks posed by communicable diseases. Friendly Academy also has a responsibility to protect individual privacy, educate all students regardless of medical condition and treat students and employees in a nondiscriminatory manner.

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Immunization

SECTION 1.1
In accordance with law, students cannot attend school without providing satisfactory evidence of immunization, unless they are exempted from immunization.

SECTION 2. Standard Precautions

SECTION 2.1
Friendly Academy requires all staff to routinely employ standard precautions to prevent exposure to disease-causing organisms. Friendly Academy will provide the necessary equipment and supplies to implement standard precautions.

SECTION 2.2
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 CEO or his/her designee has determined, based upon medical evidence, that the student:

A. No longer has the disease.

B. Is not in the contagious or infectious stage of an acute disease.

C. Has a chronic infectious disease that poses little risk of transmission in Friendly Academy environment with reasonable precautions.

SECTION 2.3
School officials may require any student suspected of having a contagious or infectious disease to be examined by a physician and may exclude the student 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 Friendly Academy environment.

[67] Op., App. M.

SECTION 3. Categories of Potential Risk

SECTION 3.1
Students or employees with communicable diseases that pose a risk of transmission in school or at school activities (such as, but not limited to, chicken pox, influenza and conjunctivitis) will be managed as required by law and in accordance with guidelines provided by the Department of Health and Senior Services (DHSS) and local county or city health departments. Such management may include, but is not limited to, exclusion from school or reassignment as needed for the health and safety of students and staff.

SECTION 3.2
Students or employees infected with chronic communicable diseases that do not pose a risk of transmission in school or at school activities (such as, but not limited to, hepatitis B virus or HIV) shall be allowed to attend school or continue to work without any restrictions based solely on the infection. Friendly Academy will not require any medical evaluations or tests for such diseases.

SECTION 3.3
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. Friendly Academy will not require any medical evaluations or tests for such diseases.

SECTION 3.4
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.

SECTION 3.5
Friendly Academy will implement reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health publication PACH-16, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the office of the CEO.

SECTION 4. Exceptional Situations

SECTION 4.1
There are certain specific types of conditions, such as frequent bleeding episodes or uncoverable, oozing, skin lesions that could potentially be associated with transmission of both bloodborne and nonbloodborne pathogens. In the case of students, certain types of behaviors, such as biting or scratching, may also be associated with transmission of pathogens.

SECTION 4.2
Students who exhibit such behaviors or conditions may be educated in an alternative educational setting or, if appropriate, disciplined in accordance with the discipline code. In the case of a student with a disability, the Individualized Education Program (IEP) team or 504 team will make any change of placement decisions.

SECTION 4.3
Employees who exhibit such conditions will not be allowed to work until the condition is resolved or appropriately controlled in a way that minimizes exposure.

SECTION 5. Confidentiality

SECTION 5.1
The CEO or designee shall ensure that confidential student and employee information is protected in accordance with law. Medical information about an individual, including an individual with HIV, will only be shared with school employees who have a reasonable need to know the identity of the individual in order to provide proper health care or educational services. Examples of people who may need to know a student's medical information are a school nurse, or other employee designated to administer medications, and the IEP or 504 team if applicable. An example of an individual who may need to know an employee's medical information is the employee's immediate supervisor, if accommodations are necessary.

SECTION 5.2
All medical records will be maintained in accordance with law and Board policy. Breach of confidentiality may result in disciplinary action, including termination.

SECTION 6. Reporting and Disease Outbreak Control

SECTION 6.1
Reporting and disease outbreak control measures will be implemented in accordance with state and local law, DHSS rules governing the control of communicable diseases and other diseases dangerous to public health, and any applicable rules distributed by the appropriate county or city health department.

SECTION 7. Notification

SECTION 7.1
Missouri state law provides that chief administrative officers of schools who supply a copy of this policy, adopted by Friendly Academy's Board, to DHSS shall be entitled to confidential notice of the identity of any school student reported to DHSS as HIV-infected and known to be enrolled in Friendly Academy. Missouri law also requires the parent or guardian to provide such notice to the chief administrative officer.

Distribution of Medicine Policy[68]

The Board of Friendly Academy adopts the following policy effective on that date that the policy is adopted by the Board.

SECTION 1. School Distribution and Administration of Medication

SECTION 1.1.
Friendly Academy nurse (or another employee designated by the CEO or his/her designee) may administer medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

- **Section 1.1.1** Prescription drugs must be in the original container, bear the name of the student, the name of the physician and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container.
- **Section 1.1.2.** The appropriate approval form for medication distribution must have been completed and signed by the parent or guardian for each medication.
- **Section 1.2.3.** Friendly Academy nurse or other designated employee shall keep a written report of medication taken by the student.
- **Section 1.2.4.** Medications will be administered at school only when it is not possible or effective for the student to receive the medication at home.

SECTION 1.2.
Friendly Academy reserves the right to refuse to administer certain types of medication (at the discretion of Friendly Academy nurse or other employee authorized by the CEO's or designee) when such administration could prove harmful to staff or student without proper training or direction of a physician.

SECTION 2. Student Possession and Self-Administration of Medication

SECTION 2.1.
Friendly Academy prohibits students from possessing or self-administering medications while on school ground, on school transportation or during school activities unless explicitly authorized in accordance with this section.

SECTION 2.2.
Friendly Academy shall grant any student authorization for the possession and self-administration of medication to treat the student's chronic health condition, including but not limited to asthma or anaphylaxis if:

- **Section 2.2.1.** A licensed physician prescribed or ordered such medication for use by the pupil and instructed such pupil in the correct and responsible use of such medication;
- **Section 2.2.2.** The pupil has demonstrated to the pupil's licensed physician or the licensed physician's designee, and Friendly Academy nurse, if available, the skill level necessary to use the medication and any device necessary to administer such medication prescribed or ordered;

[68] Op., App. N.

- **Section 2.2.3.** The pupil's physician has approved and signed a written treatment plan for managing the pupil's chronic health condition, including asthma or anaphylaxis episodes and for medication for use by the pupil. Such plan shall include a statement that the pupil is capable of self-administering the medication under the treatment plan;
- **Section 2.2.4.** The pupil's parent or guardian has completed and submitted to Friendly Academy any written documentation required by Friendly Academy, including the treatment plan and the liability statement.
- **Section 2.2.5.** The pupil's parent or guardian has signed a statement acknowledging that Friendly Academy 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 Friendly Academy and its employees or agents from liability for negligence

SECTION 2.3.
Students authorized to possess and self-administer medication may possess and self-administer such medication while in school, at a school-sponsored activity, and in transit to or from school or school-sponsored activity

SECTION 2.4.
Such authorization shall only be effective for Friendly Academy year in which it is granted. Such authorization shall be renewed by the student's parent or guardian each subsequent school year.

SECTION 2.5.
Any current duplicate prescription medicine, if provided by a student's parent or guardian or by Friendly Academy, shall be kept at Friendly Academy in a location at which the student or school staff has immediate access in the event of an asthma or anaphylaxis or other emergency.

SECTION 2.6.
The written treatment plan, liability statement, and any other written documentation shall be kept on file at Friendly Academy in a location easily accessible in the event of an emergency.

SECTION 2.7
Permission to possess and self-administer medications may be revisited if there is evidence that the student is not handling or administering the medication appropriately or that the student's actions may be harming their own health or the health and safety of others.

SECTION 3. Consequences

SECTION 3.1
Students who possess or consume medications in violation of this policy while on school grounds, on school transportation or during a school activity may be disciplined up to and including suspension or expulsion.

SECTION 3.2
Employees who violate this policy may be disciplined up to and including termination.

SECTION 3.3
Friendly Academy will notify law enforcement when they believe a crime has occurred.

Immunizations Policy[69]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. General

SECTION 1.1
It is the policy of Friendly Academy that all students attending Friendly Academy shall be immunized in accordance with law.

SECTION 1.2
Friendly Academy will not allow a student to attend school until Friendly Academy has satisfactory evidence on file demonstrating that the student has been immunized, that the immunization process has begun and satisfactory progress is being accomplished or that the student is exempted from obtaining immunizations in accordance with law.

SECTION 2. Immunization Exceptions

SECTION 2.1
A student is exempted from obtaining immunizations if Friendly Academy has the completed, original forms from the Missouri Department of Health and Senior Services (DHSS) necessary to prove that the student will not be immunized for religious or medical reasons. An exemption for medical reasons requires certification by a licensed doctor of medicine or doctor of osteopathy that either the immunization would seriously endanger the child's health or life or that the child has documentation of laboratory evidence of immunity to the disease. An exemption for religious reasons requires written certification from one parent/guardian that immunization of the student violates his or her religious beliefs.

SECTION 2.2
Homeless students, students in the custody of the Children's Division (CD) of the Department of Social Services and students in the household of an active duty member of the military who do not have an exemption and cannot provide evidence of having received immunizations required under Missouri law shall be immediately enrolled, permitted to attend and given 30 days to provide satisfactory evidence that the student has completed all age-appropriate immunizations or has begun the process of immunization. If the student has begun the process of immunization, the student may continue to attend as long as the process is being accomplished according to the schedule recommended by DHSS.

SECTION 3. Failure to Provide Evidence of Required Immunizations

SECTION 3.1
Friendly Academy will exclude from school all students who are not immunized or exempted as required by law.

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[69] Op., App. O.

SECTION 3.2
Friendly Academy must report to DHSS the names of any parents/guardians who neglect to immunize their student or refuse to permit the immunization of a nonexempted student. Friendly Academy will also report to the CD any instance of educational or medical neglect.

SECTION 3.3
Pursuant to law, any contacts with parents/guardians regarding immunizations will also include information about influenza and influenza vaccines.

SECTION 4. Records
The CEO or designee shall institute procedures for the maintenance of health records that show the immunization status of every child enrolled in or attending Friendly Academy and for the completion of all necessary reports in accordance with guidelines prepared by DHSS.

Please see this website for more information: Schools | Immunizations | Health & Senior Services

Transportation Policy[70]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Car Riders

SECTION 1.1. Friendly Academy's primary transportation method shall be parent or guardian drop off or pick up of students to and from school daily.]

SECTION 1.2. To ensure the safety of all students, staff, and visitors, the CEO or his/her designee shall establish procedures including, but not limited to: authorization processes for drop off, dismissal, and pickup, drop off and pick up times, routes, supervision, and load/un-load processes. These procedures shall be published in the student handbook each year and updated periodically as needed for efficiency and safety.

SECTION 1.3. Parents, guardians, day-care buses/vans, and other authorized individuals dropping off or picking up students shall comply with all procedures set forth by the CEO or his/her designee. The CEO or his/her designee is authorized to take measures (including prohibiting access to the property) to address habitual non-compliance with Friendly Academy's transportation policy and procedures that jeopardizes the safety of students, staff, and visitors or impedes the efficiency of arrival and dismissal processes.

SECTION 1.4. Friendly Academy will accept or release students from the car rider area only to the care of a parent or guardian or other individual previously approved in writing by the parent or guardian.

SECTION 2. Busing

SECTION 2.1. When available, students may be transported to and from school in vehicles owned by the [school system] or other approved vehicles, including charter buses or vans, which are compliant with applicable laws and regulations related to transporting students.

SECTION 2.2. Students shall be required to follow all safety regulations required of passengers riding on school vehicles.

SECTION 2.3. Students or children under the age of 18 who are not enrolled at School shall not be permitted to ride in vehicles provided by School.

[70] Op., App. P.

SECTION 3. Walking and Biking.

SECTION 3.1. Friendly Academy's Governing Board recognizes the benefits of exercise, including walking and biking. However, to ensure the safety of all students, Friendly Academy prohibits unaccompanied minors under the age of 18 from walking or biking to and from school where established cross walks, crossing guards, or signage on streets within 1 mile of Friendly Academy are not present.

SECTION 4. Field Trips and Off-site Events

Section 4.1 For fieldtrips and other off-site events where transportation is provided, School shall procure the permission and medical release for students by parents or guardians and shall maintain records in accordance with the approved records retention schedule.

SECTION 4.2. Transportation for field trips and off-site events is subject to the requirements of this Policy.

SECTION 4.3 For school-sponsored events, such as fieldtrips, priority of transportation to be used should be in the following order:

1. System or school owned buses
2. Alternate transportation
3. School employee's private vehicles
4. Parent's private vehicles

SECTION 5.

Friendly Academy will comply with all requirements of state and federal law with regard to the arrangement of transportation for homeless students.

Building Maintenance Policy[71]

The Board of Friendly Academy adopts the following policy effective on the date of adoption by the Board.

Safe and adequate grounds shall be maintained for the educational and recreational programs provided at Friendly Academy. The Governing Board shall maintain the building(s) and equipment through a continuous program of assessment, repair, reconditioning, and remodeling. The Board's designated committee, in collaboration with the CEO or his/her designee shall develop and implement capital improvement projects that ensure proper maintenance of Friendly Academy in accordance with the approved budget.

The CEO or his/her designee shall manage janitorial and custodial staff in maintaining all school facilities and grounds.

[71] Op., App. Q.

Student Group Use of Facilities Policy[72]

The Board of Friendly Academy adopts the following policy effective on the date of adoption by the Board.

Pursuant to the Equal Access Act of 1984, 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.

[72] Op., App. R.

Procurement Policy[73]

The Board of Friendly Academy adopts the following policy effective on the date of adoption by the Board.

SECTION 1: General

The Board recognizes the importance of a sound fiscal management program and expects Friendly Academy staff to maximize the resources available for Friendly Academy's educational program and to be good stewards of public funds by exercising fair, competitive purchasing practices. All purchases shall be in the best interest of Friendly Academy considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, delivery, timeliness, reputation and prior dealings and other factors considered important to Friendly Academy. Friendly Academy will respect its financial obligations and will also require that providers meet their obligations to provide quality products and services in a timely manner to Friendly Academy. No contract for goods or services whose value is in excess of $50,000 will be entered into or terminated without the proper documentation and without an affirmative vote from a majority of the Board.

SECTION 2: Purchasing Supervision

The CEO will serve as Friendly Academy's purchasing officer and may designate another or additional purchasing officers. The purchasing officer may develop procedures to implement this policy in a manner that will meet the needs of Friendly Academy while protecting its resources. Such procedures shall allow Friendly Academy to benefit from cooperative purchase and shall address unusual situations such as purchasing when there is a single feasible source for the purchase. The purchase officer is also authorized to create a process where authorized providers are selected for frequent purchases, while still monitoring the competitiveness of these providers. The purchasing officer will supervise purchases of products and services and may authorize purchases on behalf of Friendly Academy that comply with the Board-adopted budget and this policy. Purchasing procedures shall comply with all applicable laws and will centralize and provide oversight of all purchasing decisions.

SECTION 3: Competitive Purchasing

SECTION 3.1
Friendly Academy staff will research all purchases and compare prices prior to making decisions regarding the expenditure of funds, unless a purchase is covered by an exception pursuant to this policy or any procedures adopted hereunder. Employees are expected to contact multiple providers before making a decision regarding purchases greater than $10,000. Purchases of $10,001 or more will be competitively bid as provided in Section 3.2; and sealed bids in response to Requests for Proposal will be required for purchases that may exceed $249,999. Friendly Academy will select the lowest or best bid, quote or proposal that provides the best services or resources, and reserves the right to waive minor technical defects in a bid, reject any and all bids,

[73] Op., App. S.

reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

SECTION 3.2
For the purposes of this policy, quotation is defined as a written or oral offer to sell a specific good or service at a prescribed price within a prescribed timeline. At least three written or oral quotations will be obtained for purchases of budgeted expenditures for supplies, materials, furniture, equipment and other similar items or services having a value of more than $10,000 but less than $250,000. If three or more quotations are not possible, the purchase request will include an explanation. The purchasing officer will determine the best quotation in accordance with this policy. Records of all quotations will be kept on file for at least one year after receipt.

SECTION 3.3
When the purchase officer determines that the purchase of goods or services might exceed $249,999 the purchase officer will prepare a Request for Proposal detailing the goods or services to be bid and such other factors that must be included in the proposal submitted by the vendors. Proposals shall be kept sealed until the date specified for opening.

SECTION 4: Exceptions to General Purchasing Policy

When materials or services are urgently needed and/or the bid or quote process is not practical, a waiver from the normal purchasing procedures may be requested. The purchasing officer shall make the determination of whether to grant such a waiver. For example, unless otherwise required by law, the purchasing officer may waive the requirement for competitive bids or proposals when he or she has determined that there exists a threat to life, property, public health or public safety or when immediate expenditure is necessary in order to protect against further loss of or damage to property, or to prevent or minimize a serious disruption in services. Emergency purchases shall be made with as much competition as is practical under the circumstances and will only be utilized for purchases that are necessary to alleviate the emergency. In addition, the purchasing officer may waive the requirement for competitive bids or proposals when he or she has determined there exists a single feasible source for the goods or services. Any such waiver shall be documented by the purchasing officer.

SECTION 5: Debarred or Suspended Providers

Friendly Academy will not do business with providers who have been suspended or debarred on a state or federal level unless the purchasing officer authorizes the transaction and provides the Board with written justification. If Friendly Academy is currently under contract with a provider who becomes suspended or debarred, then Friendly Academy will comply with all legal obligations to the provider, but will not do business with the provider in the future until the provider is no longer suspended or debarred or until the purchasing officer approves the purchase in writing.

SECTION 6: Confidentiality

Sealed bids and related documents will be kept confidential until bids are opened. Friendly Academy staff will not disclose offers, bids or price quotations to competitors except as

necessary to conduct negotiations or as required by law. All contract negotiations and related documents are considered closed until a contract is executed or all proposals are rejected.

SECTION 7: Conflict of Interest

As provided in the Conflict of Interest Policy adopted by the Board, Friendly Academy will not purchase services, supplies or materials from a staff member, a Board member or their families, except in compliance with such policy

SECTION 8: Endorsements

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

SECTION 9: Credit and Purchasing Cards

SECTION 9.1
All purchases made using Friendly Academy credit or purchasing cards must be attributed to the appropriate budget code and must conform to the Board-adopted budget.

SECTION 9.2
Unless otherwise authorized by the Board, only the CEO, the purchasing officer or other designees, will have access to a school credit card, and the Board will set the amounts that may be charged to those cards.

SECTION 9.3
Any employee or Board member using a school credit card or purchasing card shall sign a card usage agreement if the purchasing officer determines that such a usage agreement should be part of Friendly Academy's procurement procedure. School employees or the Board member issued a card must provide documentation, such as receipts and applicable budget codes, justifying expenditures. The purchasing officer will examine all documentation prior to payment and will notify the CEO immediately if any purchase was made in violation of law or Friendly Academy policies or procedures.

SECTION 9.4
All employees issued a credit or purchasing card must take all reasonable measures to protect the cards against damage, loss, theft or misuse. Any damage, loss, theft or misuse of the card must be reported to the CEO or purchasing officer immediately. No person may use the card other than the authorized employee to whom the card was issued. School employees will surrender all cards upon completion of their employment or upon demand.

SECTION 9.5
Friendly Academy expects all staff members to comply with the letter and intent of all policies and procedures regarding purchasing. Under no circumstances may employees use Friendly Academy funds to make unauthorized or personal purchases. Staff members may not artificially divide purchases to avoid bidding requirements or design bid specifications to favor a particular provider.

SECTION 9.6
All Friendly Academy employees must report suspected fraud, theft or misuse of funds to the CEO or purchasing officer immediately. Friendly Academy employees may be disciplined or terminated from employment for failing to follow Board policy or procedures and for any misuse of school resources, including school cards.

SECTION 9.7
The CEO or purchasing officer will contact law enforcement and file a report or sign a complaint on behalf of Friendly Academy in situations where a crime may have occurred.

SECTION 10: Use of Federal Grant Funds for Procurement

Friendly Academy seeks to abide by all purchasing guidelines and regulations for Federal grants and special funds, as outlined in the federal Office of Management and Budget final regulations known as the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the "Omni Super Circular"). The following requirements shall apply to all Federal grants (including, but not limited to Title I, Title II and Title IV of NCLB or ESSA, Perkins Grants, etc.).

The CEO or its delegate 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 Friendly Academy considering price, quality, and other relevant factors deemed appropriate by Friendly Academy.

No Board member, employee, officer, or agent of Friendly Academy, who has a real or apparent conflict of interest, will participate in the selection, award, or administration of a contract supported by federal funds. Board members, employees, officers, and agents may also not solicit or accept favors, gratuities, or anything of monetary value from contractors or their agents.

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 Friendly Academy considering price, quality, and other relevant factors deemed appropriate by Friendly Academy.

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.

Additional Requirements.

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 CEO 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.

SECTION 11: Conformance with other Policies and Laws

Nothing in this policy shall be construed to contradict any other Board policy. No provision of the purchasing policy shall be deemed to permit any expenditure of public education revenues outside the parameters of applicable state or federal laws. It is acknowledged that state law regarding bidding may apply to certain procurements and that as a condition of the receipt of certain federal funds, federal procurement requirements also apply.

Solicitations of Staff and Students Model Policy[74]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Approval of Solicitation

SECTION 1.1. School employees have the right to privacy and shall have the freedom to perform professional duties in an environment uninterrupted by solicitations from colleagues or from outside agencies without approval of the CEO or his/her designee. Solicitation within Friendly Academy must have prior approval of the CEO or his/her designee.

SECTION 1.2. Prior to each school year the Board shall approve an annual Fundraising Plan.

SECTION 1.3. No fundraising organizations shall be permitted to solicit funds from students or employees without prior approval from the CEO or his/her designee. Charitable organizations' solicitations must be approved annually.

SECTION 1.4. Door-to-door collection shall be prohibited for all students.

[74] Op., App. T.

Student and Classroom Observations Policy[75]

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

SECTION 1. Classroom Observations.

SECTION 1.1. While Friendly Academy 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 Friendly Academy to protect the privacy of all students.

SECTION 1.2. Requests for observations by an outside educational or clinical professional must be submitted in writing to the CEO or his/her designee for consideration at least two weeks in advance of the requested observation. The request must include the name and credentials of the professional who will be observing the classroom, the purpose of the classroom observation, the data that will be collected and a certification that the third party will comply with the Family Educational Rights and Privacy Act ("FERPA") and any other applicable state or federal laws pertaining to student privacy. In addition, the third party may be required to execute a confidentiality agreement.

SECTION 1.3. CEO or his/her designee must provide parents of students in the classroom written notice of a third party's desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

SECTION 1.4. If the outside professional is approved for the observation, all data collected shall be provided to the CEO or his/her designee.

SECTION 1.5. Upon request, CEO or his/her designee may, at his/her discretion, grant permission for visits by outside service providers who currently provide private educational or therapy services to a current student. To minimize disruption to the instructional program, outside service providers must comply with the guidelines for all visitors plus the following additional guidelines: (1) the third party must currently provide educational or therapy services to the student; (2) provide the CEO or his/her designee an appropriate Release of Confidential Information under the Family Educational Rights and Privacy Act (FERPA), signed by the parent/guardian; (3) have the parent/guardian coordinate the observation date and time; (4) limit the observation to one hour unless an extended time period has been granted in advance of the scheduled observation; and (5) conduct the session in such a manner that allows the regular school program to continue during the visit by refraining from engaging the attention of the teacher or student(s) through conversation or other means.

[75] Op., App. U.

School Attendance Policy[76]

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

SECTION 1.

The Board shall abide by the compulsory attendance laws of the state, with the exception of those students who may be excused from full-time attendance by the CEO. Individual petitions for any deviation from full-time attendance shall be considered by the CEO on the merits of the individual student's application and in compliance with applicable state law and regulations.

SECTION 2.

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

SECTION 3.

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

SECTION 4. Attendance Rules.

SECTION 4.1. Absences will be classified as excused or unexcused absences. The following circumstances are excused absences:

a) Personal illness or attendance in school endangers a student's health or the health of others.
b) A serious illness or death in a student's immediate family necessitating absence from school.
c) A court order or an order by a governmental agency mandating absence from school.
d) Observance of religious holidays.
e) Conditions rendering attendance impossible or hazardous to student health or safety.
f) A student whose parent or legal guardian is in military service in the armed forces of the United States or the National Guard, and such parent or legal guardian has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting, shall be granted excused absences, up to a maximum of five school days per school year, for the day or days missed from school to visit with his or her parent or legal guardian prior to such parents or legal guardians deployment or during such parents or legal guardian leave.

[76] Op., App. V.

SECTION 4.2. Unexcused absences are all failures to attend school for a reason other than one listed in Section 4.1.

SECTION 4.3. If a student is absent from school, the student must bring a written excuse the day the student returns to school.

SECTION 4.4. When the student is absent, Friendly Academy will attempt to contact the parent/guardian to determine the cause of absence. However, a written excuse must be brought, whether or not contact with a parent/guardian is made by phone. The CEO's designee for absentee calls will maintain an accurate phone log.

SECTION 4.5. All school-work missed due to absence must be made up by the student within a reasonable time or the student risks not receiving credit for the missed work. It is the student's responsibility to make arrangements with the teacher for make-up work.

SECTION 4.6. In order to participate in an extracurricular or after school activity, a student must be in attendance on Friendly Academy day of the activity.

SECTION 4.7. For each absence beyond ten (10), students must bring an excuse from a doctor, dentist, health center, etcetera, or court for the absence(s) to be excused.

Student Attendance and Accounting Policy[77]

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

An accurate accounting of student attendance, transportation, and food service shall be kept by Friendly Academy. Such records shall be kept in accordance with all applicable laws and regulations.

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

[77] Op., App. W.

Eye Protection Policy[78]

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

Every student, teacher, and visitor is required to wear an industrial quality eye protective device when participating in or observing any of the following:

1. Vocational, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: Hot molten metals, or other molten materials; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding, or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials; or

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.

[78] Op., App. X.

Textbooks Policy[79]

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

SECTION 1. The term "textbook" means workbooks, manuals, or other books, whether bound or in loose-leaf form, intended for use as a principal source of study material for a given class or group of students, a copy of which is expected to be available for the individual use of each pupil in such class or group.

SECTION 2. Friendly Academy shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through twelve, and may purchase textbooks and instructional materials for prekindergarten students.

SECTION 3. Only textbooks filed with the state board of education shall be purchased and loaned under this section. No textbooks shall be purchased or loaned under this section to be used in any form of religious instruction or worship.

[79] Op., App. BB.

Parents and Student Complaints and Grievances Policy[80]

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

SECTION 1. Purpose and General Policy Provisions Related to Resolution of Concerns.

SECTION 1.1
Students and parents have the right and responsibility to express school related concerns and grievances to the faculty and administration. Students and parents shall be assured the opportunity for an orderly presentation and timely review of concerns.

SECTION 2. Process

The faculty and administration shall make an honest and forthright effort to resolve grievances as quickly as possible at the most immediate level of authority.

SECTION 2.1
The levels of authority shall be as follows:

1. **Classroom related concerns** – teachers
2. **School related concerns** (including policies, procedures, administration, unresolved classroom related concerns, etc.) – CEO
3. **Appeals** – Governing Board or Board Committee

Decisions rendered by the Governing Board shall be considered final.

SECTION 2.2
Any teacher, staff member, or administrator shall have the authority to table any meeting considered to be unproductive, threatening, hostile, inappropriate, or lacking appropriate representation.

SECTION 3. Appeals

All Appeals to the Governing Board must be submitted in writing and submitted to the CEO. The Governing Board may determine, in its sole discretion, whether to hear such appeal.

[80] Op., App. II.

Technology Acceptable Use Policy[81]

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

SECTION 1. Technology Use and Safety.

Friendly Academy recognizes that its technology resources have an important educational purpose when used properly. Section 1.2 Friendly Academy will monitor the online activities of minors and operate a technology protection measure ("content filter") on the network and all school technology with Internet access, as required by law. In accordance with law, the content filter will be used to protect against access to visual depictions that are obscene or harmful to minors or are child pornography. Content filters are not foolproof, and Friendly Academy cannot guarantee that users will never be able to access offensive materials using school equipment. Evading or disabling, or attempting to evade or disable, a content filter installed by Friendly Academy is prohibited. The CEO or designee will create a procedure that allows students, employees or other users to request that Friendly Academy review or adjust the content filter to allow access to a website or specific content.

SECTION 1.1
In addition to the use of a content filter, Friendly Academy will take measures to prevent minors from using school technology to access inappropriate matter or materials harmful to minors on the Internet. Such measures shall include, but are not limited to, supervising and monitoring student technology use, careful planning when using technology in the curriculum, and instruction on appropriate materials. The CEO, designee and/or the technology administrator will develop procedures to provide users guidance on which materials and uses are inappropriate, including network etiquette guidelines.

SECTION 1.2
All minor students will be instructed on safety and security issues, including instruction on the dangers of sharing personal information about themselves or others when using e-mail, social media, chat rooms or other forms of direct electronic communication. Instruction will also address cyberbullying awareness and response and appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

This instruction will occur in Friendly Academy's computer courses, courses in which students are introduced to the computer and the Internet, or courses that use the Internet in instruction. Students are required to follow all school rules when using school technology resources and are prohibited from sharing personal information online unless authorized by Friendly Academy.

SECTION 1.3
All Friendly Academy employees must abide by state and federal law and Board policies and procedures when using school technology resources to communicate information about personally identifiable students to prevent unlawful disclosure of student information or records.

[81] Op., App. JJ.

SECTION 1.4
All users are prohibited from using school technology to gain unauthorized access to a technology system or information; connect to other systems in evasion of the physical limitations of the remote system; copy school files without authorization; interfere with the ability of others to utilize technology; secure a higher level of privilege without authorization; introduce computer viruses, hacking tools, or other disruptive/destructive programs onto school technology; or evade or disable a content filter.

SECTION 1.5
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 is final. Friendly Academy may deny, revoke, or suspend specific user access.

SECTION 1.6
Employees may be disciplined or terminated, and students suspended or expelled, for violating Friendly Academy's technology policies and procedures. Any attempted violation of Friendly Academy's technology policies or procedures, regardless of the success or failure of the attempt, may result in the same discipline or suspension of privileges as that of an actual violation. Friendly Academy will cooperate with law enforcement in investigating any unlawful use of Friendly Academy's technology resources.

SECTION 2. Staff Responsibilities for Use of Technology

- Develop and help students develop the skills needed to discriminate among information sources, to identify information appropriate to age and developmental levels, and to evaluate and use information to meet educational goals;
- Supervise and/or monitor all to whom one grants access to technology resources regarding implementation of this policy;
- Take an active role in ensuring that students and their parents are aware of the individual student’s responsibility to use technology resources in an ethical and educational manner;
- Supervise student Internet and computer usage;
- Comply with Friendly Academy policies.

SECTION 3. Student Responsibilities for Use of Technology

- 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.
- Comply with Friendly Academy policies when using Friendly Academy technology.

SECTION 4. Network User Responsibilities

- Use of Friendly Academy’s technology resources must be in support of education and research consistent with the educational objectives of Friendly Academy.

- Comply with all rules and laws regarding access and copying of information as prescribed by Federal, State, or local law, and Internet providers.
- Be polite and appropriate. Adhere to all standards of courtesy, etiquette, and existing board policies as they may be interpreted to apply to technology resources.
- Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known breeches of security must be reported to the CEO or authorized CEO.
- Be aware that network files and electronic mail are not guaranteed to be private. School technology personnel shall have access to all files.
- Do not permit others to use your account.

SECTION 5. Unacceptable Uses Include, but are not limited to:

1. Providing unauthorized or inappropriate access to Friendly Academy technology resources.
2. Any attempt to harm or destroy data of another user or other networks connected to the Internet.
3. Activities involving the loss or unauthorized use of others' work.
4. Distribution or use of obscene, abusive, or threatening material, including child pornography and any other material that is harmful to minors. Material that is harmful to minors is any picture, image, graphic image file, or other visual depiction that (a) taken as a whole and with respect to minors, appeals to the prurient interest in nudity, sex, or excretion; (b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
5. Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
6. Knowingly wasting technology resources.
7. Physical abuse of the equipment.
8. Using technology resources in ways that violate school policies and behavior standards.
9. Degrading or disrupting equipment or system performance.
10. Installing unauthorized software on school computers, or any violation of copyright established for computer software.
11. Knowingly uploading or creating computer viruses.

SECTION 6. Transmission of any material in violation of any federal or state regulation is prohibited.

This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

SECTION 7. User Privacy

SECTION 7.1

A user does not have a legal expectation of privacy in the user's electronic communications or other activities involving Friendly Academy's technology resources including, but not limited to,

voice mail, telecommunications, e-mail and access to the Internet or network drives. By using Friendly Academy's network and technology resources, all users are consenting to having their electronic communications and all other use monitored by Friendly Academy. A user ID with e-mail access will only be provided to authorized users on condition that the user consents to interception of or access to all communications accessed, sent, received or stored using school technology.

SECTION 7.2
Electronic communications, downloaded material and all data stored on Friendly Academy's technology resources, including files deleted from a user's account, may be intercepted, accessed, monitored or searched by school administrators or their designees at any time in the regular course of business. Such access may include, but is not limited to, verifying that users are complying with school policies and rules and investigating potential misconduct. Any such search, access or interception shall comply with all applicable laws. Users are required to return school technology resources to Friendly Academy upon demand including, but not limited to, mobile phones, laptops and tablets.

SECTION 8. Closed Forum

SECTION 8.1
Friendly Academy’s technology resources are not a public forum for expression of any kind and are to be considered a closed forum to the extent allowed by law. Friendly Academy’s webpage will provide information about Friendly Academy, but will not be used as an open forum.

SECTION 8.2
All expressive activities involving Friendly Academy technology resources that students, parents/guardians and members of the public might reasonably perceive to bear the imprimatur of Friendly Academy and that are designed to impart particular knowledge or skills to student participants and audiences are considered curricular publications. All curricular publications are subject to reasonable prior restraint, editing and deletion on behalf of Friendly Academy for legitimate pedagogical reasons. All other expressive activities involving Friendly Academy's technology are subject to reasonable prior restraint and subject matter restrictions as allowed by law and Board policies.

SECTION 9. No Warranty/No Endorsement

SECTION 9.1
Friendly Academy makes no warranties of any kind, whether expressed or implied, for the services, products or access it provides. Friendly Academy’s technology resources are available on an “as is, as available” basis.

SECTION 9.2

Friendly Academy is not responsible for loss of data, delays, nondeliveries, misdeliveries or service interruptions. Friendly Academy does not endorse the content nor guarantee the accuracy or quality of information obtained or used in Friendly Academy’s technology resources.

Drug Free Schools Policy[82]

The Governing Board of Friendly Academy adopts the following regulation effective on the date that the policy is adopted by the Board.

SECTION 1.

Pursuant to the requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and the Safe Schools Act, and for the purpose of preventing the use of unauthorized controlled substances and alcohol by students, Friendly Academy 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 unauthorized controlled substances or alcohol.

SECTION 2.

Friendly Academy shall provide information about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to students. Students may be required to participate in such programs in order to avoid suspension or expulsion if they are found to be in violation of this policy. All parents/guardians and students shall annually be provided with a copy of this policy.

SECTION 3.

Friendly Academy certifies that it has adopted and implemented the drug prevention program described in this policy in the form required by the Department of Elementary and Secondary Education or the United States Department of Education. Friendly Academy 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.

[82] Op., App. KK.

Student Fees Policy[83]

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

No fees shall be charged for enrollment, supplies, equipment, or costs attributable to courses of study, which are offered for credit. Students are required to pay for materials, which are used in constructing projects or other items, which are to be removed from Friendly Academy, and are thereby the property of the student.

Students may be charged fees or admission for participation in activities, which are voluntary, such as attendance at school athletic, or other co-curricular events. The fee schedule for such events shall be submitted to the Board for approval annually.

[83] Op., App. EE.

Student Records Policy[84]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION I. General

SECTION 1.1
A cumulative educational record shall be maintained for each student from his/her entrance into Friendly Academy through the last date of attendance or through graduation, whichever occurs first. 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.

SECTION 1.2
Each student's educational record will include information required by state and federal statutes, regulations or agencies and shall include other information considered necessary by school officials.

SECTION 2. Confidentiality.

SECTION 2.1
Friendly Academy will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

SECTION 2.2
All information contained in a student's educational record, except information designated as directory information by Friendly Academy, shall be confidential and shall be accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students, except as otherwise authorized by law.

SECTION 3. Directory Information

SECTION 3.1
“Directory information” is information contained in an education record of a student that generally would not be considered harmful or an invasion of privacy if disclosed without the consent of a parent or eligible student. Friendly Academy will designate the types of information included in directory information and may release this information without first obtaining consent from a parent or eligible student unless a parent or eligible student notifies Friendly Academy in writing as directed. Parents and eligible students will be notified annually of the information Friendly Academy has designated as directory information and the process for notifying Friendly Academy if they do not want the information released.

[84] Op., App. FF.

SECTION 3.2
Friendly Academy designates the following items as directory information:

- *General Directory Information* – The following information Friendly Academy maintains about a student may be disclosed by Friendly Academy without first obtaining written consent from a parent or eligible student:
- Student's name; parents' names; grade level; enrollment status; participation in school-sponsored or school-recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees, honors and awards received; artwork or course work displayed by Friendly Academy; schools or school districts previously attended; and photographs, videotapes, digital images and recorded sound unless such records would be considered harmful or an invasion of privacy.
- *Limited Directory Information* – In addition to general directory information, the following information Friendly Academy maintains about a student may be disclosed to: parent groups or booster clubs that are recognized by the Board and are created solely to work with Friendly Academy, its staff, students and parents and to raise funds for school activities; parents of other students enrolled in Friendly Academy; governmental entities including, but not limited to, law enforcement, the juvenile office and the Children's Division (CD) of the Department of Social Services:

  The student's address, telephone number and e-mail address and the parents' addresses, telephone numbers and e-mail addresses.

SECTION 4. Release of Education Records

Disclosure of information from a student's education records will be made only with the written consent of the parent or eligible student, subject to the following exceptions. Friendly Academy may disclose education record information without consent in accordance with law, including when the disclosure is:

- To school officials who have a legitimate educational interest in the records.
- To officials of another school in which a student is enrolled or seeks or intends to enroll as long as the disclosure is for purposes related to the enrollment or transfer.
- Directory information.
- To military recruiters or institutions of higher education that have requested the names, addresses and telephone listings of secondary school students. However, Friendly Academy will honor a request from a secondary school student or her parent not to release the information.
- To organizations conducting studies for or on behalf of Friendly Academy or other educational agencies or institutions to develop, validate or administer predictive tests, administer student aid programs or improve instruction if the legal requirements for disclosure are met.
- To state and local authorities, when allowed by state statute, if the disclosure concerns law enforcement’s or juvenile justice authorities' ability to effectively serve, prior to adjudication, the student whose records are released. The officials and authorities to whom such information is disclosed may be required to certify in writing that the information will not be disclosed to any other party except as allowed by law or with the written consent of the parent.

- To accrediting organizations to carry out their accrediting functions.
- To parents of a dependent student, as defined in section 152 of the Internal Revenue Code of 1986.
- To parents of a student who is not an eligible student or to the student.
- To comply with a judicial order or a lawfully issued subpoena. Unless otherwise ordered, and except in cases where a parent is a party to a court proceeding involving child abuse or neglect or dependency matters and the order or subpoena is issued in the context of that proceeding, Friendly Academy will make a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or student may seek protective action.
- In connection with a student's request for or receipt of financial aid to determine the eligibility, amount or conditions of the financial aid or to enforce the terms and conditions of the aid.
- To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the United States Department of Education or state and local education authorities in connection with an audit or evaluation of federally or state-supported education programs or for the enforcement of or compliance with federal legal requirements relating to these programs.
- To appropriate parties when there is an articulable and significant threat to the health or safety of a student or other persons. The nature of the threat and the persons to whom the information was disclosed must be recorded.
- To an agency, caseworker or other representative of a state or local child welfare agency or tribal organization who has a right to access the student's case plan, as determined by the state or tribal organization, when such agency or organization is legally responsible for the care and protection of the student. This disclosure is limited to student records or information from those records used for the purpose of addressing the student's education needs.
- To other persons authorized to receive education records pursuant to FERPA and 34 C.F.R., Part 99, or other applicable laws.

SECTION 5. Military Recruiters.

Upon request by military recruiters or an institution of higher learning, Friendly Academy 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.

SECTION 6. Inspection and Review

SECTION 6.1
All parents may inspect and review their student's education records, seek amendments, consent to disclosures and file complaints regarding the records as allowed by law. These rights transfer from the parent to the student once the student becomes an eligible student. An eligible student is a student or former student of Friendly Academy who has reached age 18 or is attending a postsecondary school. Friendly Academy will annually notify parents and currently enrolled eligible students of their rights in accordance with law.

SECTION 6.2
Friendly Academy will extend the same access to records to either parent, regardless of divorce, custody or visitation rights, unless Friendly Academy is provided with evidence that the parent's rights to inspect records have been legally modified.

SECTION 6.3 - Review Procedures

- The parents or the eligible student should submit to the CEO a written request that identifies as precisely as possible the record or records they wish to inspect. The CEO or designee will make the needed arrangements for access as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected. Access must be given as soon as possible, but within forty-five (45) days.

- If a parent or eligible student requests an education record that contains information on more than one identifiable student, Friendly Academy will not disclose the record unless Friendly Academy is able to effectively redact information pertaining to the other student(s) or the law otherwise allows for the disclosure.

- If a parent or eligible student believes the education records related to the student contain information that is inaccurate, misleading or in violation of the student's privacy, they may ask Friendly Academy to amend the record by following the appeals procedure outlined in section 6.4 of this policy.

SECTION 6.4 - Appeal Procedures
Parents or eligible students have the right to request correction of education records that they believe are inaccurate, misleading or in violation of their privacy rights. Following are the procedures for the correction of education records:

- Parents or the eligible student must ask Friendly Academy to amend a record. In doing so, they must identify the part of the record they want changed and specify why they believe it is inaccurate, misleading or in violation of the student's privacy rights. The request should be made to the CEO.

- The CEO or designee will decide, within a reasonable period of time after receiving the request, whether to amend the record as requested. The CEO will notify the parents or eligible student of the decision and, if the request for amendment is denied, will inform them of their right to a hearing to challenge the content of the student's education records on the grounds that the information included is inaccurate, misleading or in violation of the student's privacy rights.

- The CEO will hold a hearing within a reasonable period of time after a request for a hearing is received. The CEO will notify the parents or eligible student, reasonably in advance, of the date, place and time of the hearing.

- The hearing will be conducted by a hearing officer who is a disinterested party; however, the hearing officer may be a Friendly Academy official. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records. The parents or eligible student may be assisted by one or more individuals of their choice, including an attorney.

- The hearing officer will prepare a written decision based solely on the evidence presented at the hearing and provide a copy to Friendly Academy and the parents or the eligible student within a reasonable period of time after the hearing. The decision will include a summary of the evidence presented and the reasons for the decision.

- If the hearing officer decides that the information is inaccurate, misleading, or in violation of the student's privacy rights, Friendly Academy will amend the record and notify the parents or eligible student of the amendment in writing.

- If the hearing officer decides that the challenged information is not inaccurate, misleading or in violation of the student's privacy rights, Friendly Academy will notify the parents or eligible student that they have a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision. The statement will be maintained as part of the student's education records as long as the contested portion is maintained. If Friendly Academy discloses the contested portion of the record, it must also disclose the statement.

SECTION 7. Recordkeeping

SECTION 7.1
Unless exempted below, Friendly Academy will maintain a record of all requests for and disclosures of information from a student's education records. Friendly Academy will maintain the record of requests and disclosures with the education records of the student as long as the records are maintained. The record will indicate the name of the party making the request, any additional party to whom the information may be redisclosed and the legitimate interest the party had in requesting or obtaining the information. The record may be reviewed by the parents or eligible student.

SECTION 7.2
When Friendly Academy discloses personally identifiable information from education records to third parties without parental consent in a health or safety emergency, Friendly Academy will record the articulable and significant threat to the health or safety of individuals that formed the basis for the disclosure and the parties to whom Friendly Academy disclosed the information.

SECTION 7.3
Friendly Academy is not required to maintain a record of requests by or disclosures to:

1. The parent or eligible student.
2. Friendly Academy officials within Friendly Academy who have a legitimate educational interest in the student's education record.
3. A party with written consent from the parent or eligible student.
4. A party seeking directory information.
5. A party seeking or receiving the records as directed by a law enforcement subpoena if the issuing court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

Students in Foster Care Policy

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Educational Liaison for Foster Care Children

Friendly Academy Leaders shall designate a staff person as the educational liaison for foster care children. The liaison shall do the following in an advisory capacity:

A. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of foster children;
B. Assist students in foster care when transferring from one school to another or from one school district to another, by ensuring proper transfer of credits, records, and grades;
C. Request school records within two business days of placement of a foster care pupil in a school; and
D. Submit school records of foster care pupils within three business days of receiving a request for school records.

SECTION 2. Enrollment of Students in Foster Care

Any student in foster care shall be immediately enrolled at Friendly Academy and the Educational Liaison for Foster Care Children Friendly Academy shall coordinate such enrollment.

The Educational Liaison for Foster Care Children shall coordinate with the Missouri Department of Social Services to ensure the educational stability of children in foster care. The Educational Liaison for Foster Care Children shall make all such assurances to the Missouri Department of Social Services that:

A. A child in foster care will remain in the child's school of origin unless a determination is made that it is not in such child's best interest to attend Friendly Academy of origin, which decision shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to Friendly Academy in which the child is enrolled at the time of placement;

B. When a determination is made that it is not in such child's best interest to remain in Friendly Academy of origin, the child is immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment.

C. The enrolling school shall immediately contact Friendly Academy last attended by any such child to obtain relevant academic and other records

Reporting of Child Abuse and Neglect Policy[85]

The Governing Board of Friendly Academy adopts the following regulation effective on the date that the policy is adopted by the Board.

SECTION 1. Mandatory Reporters

The following individuals are mandatory reporters:

1. Teacher
2. Principal/CEO
3. School official
4. Any other person with responsibility for the care of children

SECTION 1. Mandatory Reporting

Section 1.1. School employees, volunteers, and contractors who know or have reasonable cause to suspect that a child has been or may be subject to abuse or neglect, or observes a child being subject to conditions or circumstances which would reasonably result in abuse or neglect, by any person (whether a parent, a school employee or a third party) shall immediately report such belief to the Children's Division of the Department of Social Services. With student safety paramount, the employee(s), volunteer(s), or contractor(s) shall be temporarily relieved of other duties for such time as required to make the mandated report. After the report is made to the Children's Division, the [position] or designee may also make contact law enforcement.

Section 1.2. Mandatory reporters who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person shall also report such belief to their supervisor.

Section 1.3. Any other school employee who is not a mandatory reporter shall report any suspected child abuse or neglect to their supervisor. If their supervisor is not a mandatory reporter, the employee shall report the suspected abuse or neglect to both their supervisor and a mandatory reporter.

SECTION 1.4. An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Children's Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.

SECTION 1.5. Regardless of the source, Friendly Academy takes all allegations of sexual misconduct against a student seriously, especially if the allegations involve a Friendly Academy employee, volunteer or contractor. If a report is received alleging sexual misconduct on the part of an employee, volunteer or contractor to a school employee, volunteer, or contractor, both that employee, volunteer, or contractor and the [position] shall report the allegation to Children's Division.

[85] Consolidated Op., App. LL and HR, App. L.

SECTION 1.3. No internal investigation shall be initiated until such a report has been made, and even then the internal investigation may be limited in accordance with law if the report involves sexual misconduct by a school employee, volunteer, or contractor. Friendly Academy may investigate the allegations for the purpose of making employment decisions.

SECTION 1.4. Employees who make such reports to Children's Division must notify the [position] that a report has been made. No supervisor or administrator may impede any reporting under state law.

SECTION 1.5. No employee making a good faith report in accordance with this policy shall be subject to any sanction, including any adverse employment action, for making such a report.

SECTION 2. Training

The CEO or designee shall implement annual training necessary to assist staff members, volunteers and relevant contractors in identifying possible instances of child abuse and neglect, including annual updates regarding any changes in the law. Such training shall:

1. Provide current and reliable information on identifying signs of sexual abuse in children and danger signals of potentially abusive relationships between children and adults.
2. Emphasize how to establish an atmosphere of trust so that students feel that their school has concerned adults with whom they feel comfortable discussing matters related to abuse.
3. Emphasize that all mandatory reporters shall, upon finding reasonable cause, directly and immediately report suspected child abuse or neglect. These reports must be made even if the person suspected of abusing the child is another mandated reporter, such as another school employee.
4. Emphasize that no supervisor or administrator may impede or inhibit any reporting under state law.
5. Emphasize that no person making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report.

Discipline Policy[86]

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

SECTION 1. Purpose

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

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

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

The Board authorizes the immediate removal of a student upon a finding by a CEO 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.

SECTION 2. Enforcement

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

Teachers have the authority and responsibility to make and enforce necessary rules for internal governance in the classroom, subject to review by the CEO. The Board expects each teacher to maintain a satisfactory standard of conduct in the classroom. All Friendly Academy staff are required to enforce school 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 Friendly Academy shall annually receive instruction related to the specific contents of Friendly Academy's discipline policy and any interpretations necessary to implement the provisions of the policy in the course of their duties including, but not limited to, approved methods of dealing with acts of school violence, disciplining students with disabilities and instruction in the necessity and requirements for confidentiality.

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[86] Op., App. MM.

SECTION 3. Definitions of Disciplinary Methods

SECTION 3.1. In-School Suspension.

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

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

SECTION 3.2. Out-of-School Suspension.

Defined as the removal of a student from school for a specific number of days school days. The principal may impose an out-of-school suspension of up to ten school days. Schoolwork missed during 1-3 day suspensions may be made up when the student returns to school. For suspensions of 4-10 school days, parents/guardians may request schoolwork and pick up Friendly Academywork during school hours.

Long-term suspension is defined as the removal of a student from school for more than ten school days and up to 180 school days. Only the CEO may impose long-term suspension.

A student on long-term suspension unless allowed to do so by the CEO. A student who is suspended out-of-school is not allowed on school property and may not participate in any school activities or school functions during the period of suspension.

SECTION 3.3. Expulsion.

Defined as the removal of a student from school for an indefinite period. Only Friendly Academy's Governing Board may impose expulsion.

SECTION 3.4. Alternative School.

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

SECTION 3.5. 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 CEO for permission for the student to participate in school-sponsored activities.

SECTION 4. Suspension and Expulsion Procedures.

In Missouri, a principal may suspend a student for up to ten school days. A CEO may suspend a student for up to 180 school days. Procedures for suspending a student are outlined below.

A. Before suspending a student, a principal or CEO must (a) tell the student, either orally or in writing, what misconduct he or she is accused of; (b) if the student denies the accusation, explain, either orally or in writing, the facts that form the basis of the proposed suspension; and (c) give the student an opportunity to present his or her version of the incident.
B. If the principal or CEO concludes that the student has engaged in misconduct punishable by suspension, the procedures described below apply. If the student has a disability as defined in the Individuals with Disabilities Education Act (IDEA) as amended or Section 504 of the Rehabilitation Act additional procedural safeguards described in the policy dealing with the discipline of students with disabilities apply.
C. The principal or CEO should determine whether the student should be suspended or whether less drastic alternative measures would be appropriate. In many cases, the principal or CEO may decide not to suspend a student unless conferences (between the teacher, student and principal and/or between the parent, student and principal) have been held and have failed to change the student's behavior.
D. If suspension is imposed, the student's parents or guardians must be promptly notified of the suspension and the reasons for the action.
E. Any suspension by a principal must be reported, immediately and in writing, to the CEO, who may revoke the suspension, either part or in full, at any time.
F. If a student is suspended for more than ten school days, the following rules also apply:
    a. The student, his or her parents, guardians or others having custodial care have a right to appeal the CEO's decision to the Board or a committee of the Board appointed by the Board.
    b. If the student gives notice that he or she wishes to appeal the suspension to the Board, the suspension shall be stayed until the Board renders its decision, unless in the CEO's judgment, the student presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process.
    c. All notices of appeal shall be transmitted, either by the appealing party or by the CEO, to the secretary of the Board. Oral notices, if made to the CEO, shall be reduced to writing and communicated to the secretary of the Board.
    d. The CEO, when notified of an appeal, shall promptly transmit to the Board a full written report of the facts relating to the suspension, the action taken by the superintendent, and the reasons for the action.
    e. Upon receipt of a notice of appeal, the Board will schedule a hearing and within a reasonable time in advance of the scheduled date, will notify, by certified mail, the appealing party of the date, time and place of the hearing and of the right to counsel and procedural requirements for the hearing.
    f. Hearings of appealed suspensions will be conducted as described in the section of this policy dealing with student disciplinary hearings.

SECTION 5. Suspensions For More Than 180 School Days and Expulsions

Only the Board may expel a student or suspend a student for more than 180 school days. The applicable procedures are outlined below:

1. Before recommending to the Board that a student be expelled or suspended for more than 180 school days, the CEO must (a) tell the student, either orally or in writing, what misconduct he or she is accused of; (b) if the student denies the accusation, explain,

either orally or in writing, the facts that form the basis of the proposed suspension/expulsion; and (c) give the student an opportunity to present his or her version of the incident.

2. If the CEO concludes that the student has engaged in misconduct and should be expelled or suspended for more than 180 school days, the procedures described below apply unless the student has a disability. (In the case of a student with a disability, the procedures described in the policy dealing with the discipline of students with disabilities shall apply.)
3. The CEO will recommend to the Board that the student be expelled or suspended for more than 180 school days. The CEO may also immediately suspend the student for up to 180 school days.
4. Upon receipt of the CEO's recommendation, the Board will follow the procedures described in the section of this policy dealing with student disciplinary hearings.
5. If the student is expelled, he or she may later apply to the Board for readmission. Only the Board can readmit an expelled student.

SECTION 6. Student Discipline Hearings

The Board of Directors may originate student discipline hearings upon recommendation of the CEO. In such cases, the Board of Education will review the CEO's report and determine whether to conduct a discipline hearing. In addition, student discipline hearings also will be held upon written request of the student or the student's parents, to consider appeals from student suspensions in excess of ten school days. A discipline hearing will always be held in cases of suspensions in excess of 180 school days or expulsions, unless after meeting with the CEO or designee, the parent or guardian waives, in writing, the right to an expulsion hearing.

The hearing shall be heard by the Board or a committee thereof, which shall have full authority to act in lieu of the Board. A decision of the Board committee shall be considered the decision of the Board. In conducting a discipline hearing, the Board, or its designated committee, will carefully consider the information presented by the administration and by the parent/guardian and student. Generally, the hearing will be informal; however, the Board or the designated committee, in its discretion, may decide to conduct the hearing as a contested case proceeding in accordance with Chapter 536 of the Missouri Revised Statutes.

The following procedures apply to all hearings before the Board:

1. The student and the student’s parents/guardians will be provided written notice of the date, time and place of the hearing.
2. The parent/guardian may represent their student or may retain an attorney to act as a representative of the student. If the parent/guardian elects to have the student represented by an attorney at the hearing, the parent/guardian shall notify the Board of such representation at least forty-eight hours prior to the scheduled time of the hearing.
3. The student and parent/guardian will be advised of the charges against the student, and will be given the opportunity to respond to those charges. Prior to the hearing, the student and parent/guardian, or their attorney, may review the student’s file, the discipline report, and related records.
4. The hearing will be closed unless the Board or its designated committee decides otherwise. The hearing may only be open with parental consent.

5. The student and the student's parents/guardians will be provided written notice of the Board's decision.

When the Board of Directors or its designated committee elects to conduct a contested case hearing, the following procedures will also apply:

1. The student, student's parents/guardians, or their representative will be provided written notice of the date, time and place of the hearing, and their right to call witnesses, enter exhibits and cross-examine adverse witnesses during the hearing.
2. Prior to the hearing, the student and the student's parents/guardians will be advised of the identity of the witnesses to be called by the administration. In addition, the student and the student's parents/guardians will be provided copies of the documents to be introduced at the hearing by the administration.
3. At the hearing, the administration or their counsel will present the charges and such testimony and evidence to support such charges. The student, the student's parents/guardians or their representatives shall have the right to present witnesses, introduce exhibits, and to cross-examine witnesses called in support of the charges.
4. At the conclusion of the hearing, the Board or the designated committee shall deliberate in executive session and shall render a decision to dismiss the charges, to suspend the student for a specified period of time, or to expel the student from Friendly Academy. The administration or its counsel, by direction of the Board or the designated committee, shall promptly prepare and transmit to the student and the student's parents/guardians written notice of the Board's decision.

SECTION 6. Remedial Conference

Prior to the readmission or enrollment of any student who has been suspended out of school or expelled in accordance with this policy for any "act of school violence" as defined in § 160.261.2, RSMo., a conference must be held to review the student's conduct that resulted in the suspension or expulsion and any remedial actions needed to prevent future occurrences of such conduct or related conduct. The conference shall include the appropriate school officials including any teacher directly involved with the conduct that resulted in the suspension or expulsion, the student, and the parent or guardian of the student or any agency having legal jurisdiction, care, custody or control of the student. The CEO shall notify, in writing, the parents or guardians and all other parties of the time, place and agenda of any such conference. Failure of any party to attend this conference shall not preclude holding the conference. This requirement applies to enrolling students transferring from another school as well, regardless of whether the "act of school violence" was committed at a public school or at a private school in Missouri.

SECTION 7. Offenses and Consequences

SECTION 7.1

Reporting to Law Enforcement. It is the policy of Friendly Academy to report all crimes occurring on school grounds to law enforcement, including, but not limited to, the crimes Friendly Academy 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 CEO shall also notify the appropriate law enforcement agency if a student is discovered to possess a controlled substance or weapon in violation of Friendly Academy's policy.

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

SECTION 7.2. Documentation in Student's Discipline Record.
The CEO or designee or other administrators or school staff will maintain all discipline records as deemed necessary for the orderly operation of Friendly Academy. In addition, any of the following offenses constitute a serious violation of Friendly Academy's policy and must be documented in the student's discipline record in accordance with law:

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

SECTION 7.3. Prohibition Against Being On or Near School Property During Suspension.
All students who are suspended or expelled are prohibited from being on school property for any reason unless permission is granted by the CEO or designee. Any student who is suspended for any offenses listed in section 160.261, RSMo, or any act of violence or drug-related activity shall not be allowed to be within 1,000 feet of any public school in the LEA unless one of the following conditions exist:

1. The student 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 CEO of Friendly Academy that suspended the student.
3. The student is in an alternative school that is located within 1,000 feet of Friendly Academy.
4. The student resides within 1,000 feet of Friendly Academy and is on the property of their residence.

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

SECTION 7.4. Prohibited Conduct.
The following are descriptions of prohibited conduct as well as potential consequences for violation. In addition to the consequences specified here, school officials will notify law enforcement and document violations in the student's discipline file pursuant to law and Board policy.

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

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

Assault

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

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

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

First Offense:	Expulsion.

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

First Offense:	CEO/Student conference, suspension or revocation of parking privileges, detention, in-school suspension, or 1-10 days out-of-school suspension.
Subsequent Offense:	Revocation of parking privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.

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

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

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

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

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

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

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

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

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

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

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

Possession, use of, or attendance while under the influence of or soon after consuming any unauthorized prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

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

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

First Offense:	Expulsion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

First Offense:	Restitution. CEO/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	Restitution. Loss of user privileges, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Theft - Theft, attempted theft or knowing possession of stolen property.

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

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

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

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

First Offense:	Confiscation of tobacco product. CEO/Student conference, detention, or in-school suspension.

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

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

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

Unauthorized Entry - Entering or assisting any other person to enter a LEA facility, office, locker, or other area that is locked or not open to the general public; entering or assisting any other person to enter a LEA facility through an unauthorized entrance; assisting unauthorized persons to enter a LEA facility through any entrance.

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

Vandalism - Defined as the willful damaging or the attempt to cause damage to real or personal property belonging to Friendly Academy, staff or students.

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

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

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

Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in section 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)

First Offense:	One calendar year suspension or expulsion, unless modified by the Board upon recommendation by the superintendent.
Subsequent Offense:	Expulsion.

Threats of Violence Policy[87]

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

SECTION 1. Policy.

It is the policy of the Governing Board to take all reasonable steps to provide a safe environment for students and staff. To that end, any threat by any individual directed toward another which if carried out would pose a potential danger to the life and safety of students and/or staff should be regarded and treated seriously.

SECTION 2. Responsibility for Reporting

SECTION 2.1. Any student who receives information concerning such a threat should immediately report that information to a teacher, counselor, or school administrator. The failure of a student to report such information may be treated as a disciplinary problem.

SECTION 2.2. Any employee who receives information concerning such a threat should take appropriate action to respond to the threat including taking steps to separate the student perceived to be a threat from the potentially threatening situation and/or reporting the information to the Administrator(s). If the staff member believes the situation is so serious as to warrant the notifying of outside authorities, the employee must notify the Administrator(s) so that the Administrator(s) can be responsible for taking such steps.

SECTION 3. Administrative Action.

SECTION 3.1. The CEO or his/her designee should take immediate steps to investigate and determine the factual circumstances of the threat and then determine the appropriate action to respond to it. Such action may include disciplining the student(s) involved as appropriate under school rules, contacting the parents of the student(s) involved, contacting appropriate law enforcement or other officials.

SECTION 3.2. Whenever the responsible Administrator(s) feels that it is necessary to contact outside officials to respond to a threat appropriately, the CEO or his/her designee should also contact the Governing Board.

[87] Op., App. NN.

Teacher Externship Model Policy

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

If Friendly Academy uses a salary schedule in which a teacher receives a higher salary if he or she has earned credit hours in graduate-level courses, Friendly Academy shall consider any teacher who has completed a certified teacher externship to have completed credit hours in graduate-level courses on its salary schedule in the manner prescribed by the equivalency schedule in statute and compensate the teacher accordingly.

Flag of the United States of America and Pledge of Allegiance Model Policy

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

SECTION 1. Display of Flag of the United States of America

SECTION 1.1. Friendly Academy shall display in a prominent place either upon the outside of Friendly Academy building or upon a pole erected in Friendly Academy yard the flag of the United States of America.

SECTION 2. Pledge of Allegiance.

Section 2.1. Friendly Academy shall ensure that the Pledge of Allegiance to the flag of the United States of America is recited in at least one scheduled class for every student enrolled in Friendly Academy no less often than once per school day.

Section 2.2. No student shall be required to recite the Pledge of Allegiance.

Eddie Eagle Gunsafe Program Policy

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

Section 1. Eddie Eagle Gunsafe Program

Section 1.1. Friendly Academy may annually teach the Eddie Eagle Gunsafe Program to first grade students. Friendly Academy is authorized to teach any substantially similar program of the same qualifications or any successor program in lieu of the Eddie Eagle Gunsafe Program.

Section 1.2. The purpose of the program is to promote the safety and protection of children. It shall emphasize how students should respond if they encounter a firearm.

Section 1.3. School personnel and program instructors shall not make value judgments about firearms.

Section 1.4. Friendly Academy should not include or use a firearm or demonstrate the use of a firearm when teaching the program.

Section 1.5. Students with disabilities shall participate to the extent appropriate as determined by the provisions of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

Volunteers and Chaperones Policy[88]

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

SECTION 1. Chaperone Qualifications.

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

SECTION 2. Chaperone Duties and Responsibilities.

SECTION 2.1. All students must ride in school provided transportation both to and from the fieldtrip and during transport during a fieldtrip to multiple locations. At no time will students ride in transportation not provided by Friendly Academy unless prior approval by school administration is granted in writing.

SECTION 2.2. School staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically for the supervision of these students; however, they also retain responsibility for general supervision and safety of all Friendly Academy students.

SECTION 2.3. Adults observing behavior by students or other adults that is contrary to school policy or procedure shall immediately report the incident to a Friendly Academy staff member or administration.

SECTION 2.4. School staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. School staff may not delegate this responsibility to a chaperone or any other person.

SECTION 2.5. The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.

SECTION 2.6. Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times.

SECTION 2.7. Chaperones may not bring siblings of their child who is attending the trip.

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[88] Op., App. HH.

SECTION 2.8. Chaperones may not leave the group or venue at any time during the course of a fieldtrip from departure from Friendly Academy to arrival at Friendly Academy after the trip. Chaperones and School staff are expected to participate in all activities planned as part of a field trip itinerary.

SECTION 2.9. Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a fieldtrip from departure from Friendly Academy to arrival at Friendly Academy after the trip. Chaperones should refrain from socializing with other chaperones or School staff while supervising students.

SECTION 2.10. Chaperones should ensure that all students remain seated on the bus and monitor student behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.

SECTION 2.11. Students should be escorted into and out of public bathrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom.

SECTION 2.12. A School staff member or chaperone should never leave Students unattended.

SECTION 2.13. Students should remain with their specific chaperone unless authorized by a Friendly Academy staff member.

SECTION 2.14. Students who become ill during the course of a field trip should be brought to a Friendly Academy staff member. Parents of the student should be promptly contacted by the Friendly Academy staff member. Friendly Academy staff member and chaperone will work collaboratively to ensure the child is properly attended.

SECTION 2.15. All procedures and rules specific to a field trip shall be strictly adhered to by all parents, students, and Friendly Academy staff.

Weapons at School Policy[89]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

School property is defined as: Property utilized, supervised, rented, leased, or controlled by Friendly Academy including but not limited to school playgrounds, parking lots and school buses, and any property on which any school activity takes place.

A weapon is defined to mean one or more of the following:

1. A firearm as defined in 18 U.S.C. § 921.
2. A blackjack, concealable firearm, firearm, firearm silencer, explosive weapon, gas gun, knife, knuckles, machine gun, projectile weapon, rifle, shotgun, spring gun, switchblade knife, as these terms are defined in § 571.010, RSMo.
3. A dangerous weapon as defined in 18 U.S.C. § 930(g)(2).
4. All knives and any other instrument or device used or designed to be used to threaten or assault, whether for attack or defense.
5. Any object designed to look like or imitate a device as described in 1-4.

Pursuant to the Missouri Safe Schools Act and the federal Gun-Free Schools Act of 1994, any student who brings or possesses a weapon as defined in #1 or #2 above on school property will be suspended from school for at least one (1) calendar year or expelled and will be referred to the appropriate legal authorities. The suspension or expulsion may be modified on a case-by-case basis upon recommendation by the CEO to the Board of Directors. Students who bring or possess weapons as defined in #3, #4 and #5 and not otherwise included in #1 and #2, will also be subject to suspension and/or expulsion from school and may be referred to the appropriate legal authorities.

[89] Op., App. OO.

Student Safety Policy[90]

The Board of Friendly Academy adopts the following policy effective on the date of adoption by the Board.

In addition, and pursuant to Every Student Succeeds Act of 2015, 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 the 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.

Friendly Academy 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.

[90] Op., App. PP.

Seclusion, Restraint and Corporal Punishment Policy[91]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. GENERAL

Friendly Academy will treat all students with dignity and provide a safe learning environment for students and a safe working environment for school staff. Seclusion and restraint interventions will be used only when necessary and in accordance with this policy. The restrictions in this policy apply to Friendly Academy and other providers of educational or related services to the students on behalf of Friendly Academy

SECTION 2. DEFINITIONS

A. **Emergency situation:** one in which a student's behavior poses a serious, probable threat of imminent physical harm to self or others.
B. **Law enforcement officer:** any public servant having both the power and duty to make arrests for violations of the laws of this state.
C. **Physical escort:** the temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out or eloping to walk to a safe location.
D. **Restraint:** includes but is not limited to mechanical restraint, physical restraint, and prone restraint.
E. **Mechanical restraint:** the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:
    a. adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
    b. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
    c. restraints for medical immobilization; or
    d. orthopedically prescribed devices that permit a student to participate in activities without risk of harm.
F. **Physical restraint:** a personal restriction that immobilizes or reduces the ability of a student to move his/her torso, arms, legs, or head freely. It does not include briefly holding a student without undo force for instructional purposes, briefly holding a student to calm them, taking a student's hand to transport them for safety purposes, physical escort or intervening in a fight, or using an assistive or protective device prescribed by an appropriately trained professional or professional team.
G. **Prone restraint:** using mechanical or physical restraint or both to restrict a student's movement while the student is lying with the student's front or face downward.

[91] Op., App. QQ.

H. **Publicly contracted private providers:** any person working at a school function under a contract or written agreement with Friendly Academy to provide educational, behavioral, or related services to students.
I. **School personnel:** includes employees of Friendly academy and any person, paid or unpaid, working on school grounds in an official capacity.
J. **Seclusion:** the involuntary confinement of a student alone in a room or area that the student is physically prevented from leaving and that complies with the building code in effect in Friendly Academy. Seclusion does not include time-out, in-school suspension, detention, or other appropriate disciplinary measures.
K. **Time-Out:** a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

SECTION 3. USE OF SECLUSION OR RESTRAINT

SECTION 3.1 The use of seclusion or restraint by Friendly Academy or publicly contracted private providers is limited to situations of conditions in which there is imminent danger of physical harm to self or others. Any student placed in seclusion or restraint shall be removed from seclusion or restraint as soon as the student is no longer in imminent danger of physical harm to self or others.

SECTION 3.2 Friendly Academy or any publicly contracted private provider shall not use any mechanical, physical, or prone restraint technique that:

a. obstructs views of the student's face;
b. obstructs the student's respiratory airway, impairs the student's breathing or respiratory capacity, or restricts the movement required for normal breathing to cause positional or postural asphyxia;
c. places pressure or weight on or causes the compression of the student's chest, lungs, sternum, diaphragm, back, abdomen, or genitals;
d. obstructs the student's circulation of blood;
e. involves pushing on or into the student's mouth, nose, eyes, or any part of the face or involves covering the face or body with anything including, but not limited to, soft objects such as pillows, blankets, or washcloths;
f. endangers the student's life or significantly exacerbates the student's medical condition;
g. is purposely designed to inflict pain; or
h. restricts the student from communicating. If an employee physically restrains a student who uses sign language or an augmentative mode of communication as the student's primary mode of communication, the student shall be permitted to have the student's hands free of restraint for brief periods unless an employee determines that such freedom appears likely to result in harm to self or others.

SECTION 4. POLICY, COMMUNICATION, AND TRAINING

SECTION 4.1 All school personnel and publicly contracted providers shall annually review the policy and procedures involving the use of seclusion and restraint. Personnel who use seclusion or restraint shall annually complete mandatory training in the specific seclusion and restraint techniques utilized by Friendly Academy.

SECTION 4.2 School personnel debriefing: Following any emergency situation involving the use of seclusion or restraint, a debriefing shall occur as soon as possible but no later than two school days after the emergency situation. At a minimum, the debriefing shall include:

A. a discussion of the events that led to the emergency and why the de-escalation efforts were not effective;
B. any trauma reactions on the part of the student, other students, or school personnel;
C. what, if anything, could have been done differently; and
D. an evaluation of the process.

SECTION 4.3 Parental notification: Except as otherwise specified more stringently in a student's IEP or Section 504 plan:

A. Following an emergency situation involving the use of seclusion or restraint, the parent or guardian of the student shall be notified through verbal or electronic means of the incident as soon as possible, but no later than one hour after the end of Friendly Academy day of the incident; and
B. The parent or guardian shall receive a written report of the emergency situation within five school days of the incident.

SECTION 4.4 Personnel training:
Friendly Academy shall ensure that all school personnel and publicly contracted providers receive annual training and know the policy and procedures involving the use of seclusion and restraint. The training shall include:

A. a continuum of prevention techniques;
B. environmental management techniques;
C. a continuum of de-escalation techniques; and
D. information about the policy.

SECTION 4.5 Personnel who utilize seclusion and/or restraint shall receive annual training in the following:

A. de-escalation practices;
B. appropriate use of seclusion, inclusion, physical restraint, and mechanical restraint;
C. professionally-accepted practices in physical management and use of restraints;
D. methods to explain the use of restraint to the student who is to be restrained and to the individual's family; and
E. information on the policy and appropriate documentation and notification procedures.

SECTION 4.6 Reports on use of seclusion or restraint:

Friendly Academy shall monitor each incident of seclusion or restraint used by Friendly Academy and publicly contracted providers and create and maintain records documenting the use of seclusion and restraint to include the following

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 seclusion or restraint;
C. a description of the methods of seclusion or restraint used;

D. the nature and extent of any injury to the student;
E. the names, roles, and certifications of each employee involved in the use of seclusion or restraint;
F. the name, role, and signature of the person who prepared the report;
G. the name of an employee to contact if the parent or guardian wishes to file a complaint;
H. 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; and
I. whether the student has an IEP, Behavior Intervention Plan (BIP), or personal safety plan.

The report shall be included as an education record of the student. A copy will be provided to the parent or legal guardian within five school days. An incident report must be filed within 30 days with the Missouri Department of Elementary and Secondary Education in the form, method, and with details specified by the department.

SECTION 5. APPLICABILITY OF THIS POLICY

SECTION 5.1 This policy applies to all Friendly Academy or publicly funded private providers. School personnel assigned to programs not located on school premises (e.g., hospitals, detention centers, juvenile facilities, and mental health facilities) shall follow the policy and procedure of the facility/program where they work.
SECTION 5.2 No person shall be retaliated against for reporting a violation of this policy or for providing information on a violation of Section 160.263, RSMo, by Friendly Academy or member of Friendly Academy's staff or publicly contracted private contractor.

SECTION 6. Corporal Punishment

SECTION 6.1. For the purposes of this policy, corporal punishment is a form of physical punishment administered by an adult to the body of a child for the purpose of discipline or reformation, or to deter attitudes or behaviors deemed unacceptable. No person employed by or volunteering on behalf of Friendly Academy shall administer corporal punishment or cause corporal punishment to be administered upon a student attending Friendly Academy.Restraint of students in accordance with this policy on seclusion and restraint is not a violation of this policy.

Active Shooter and Other Emergency Training and Drills Policy[92]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Teacher and Employee Training

Beginning in the 2026-2027 school year, Friendly Academy shall include in its teacher and school employee training components on:

1. How to properly respond to students who provide a teacher or school employee with information about a threatening situation;
2. How to address situations in which there is a potentially dangerous or armed intruder in Friendly Academy;
3. Information and techniques on how to address situations where an active shooter is present in Friendly Academy or on school property;
4. How to identify potential threats or safety hazards; and
5. Protocols for emergencies in Friendly Academy including, but not limited to:
    a. Evacuations;
    b. Severe weather;
    c. Earthquakes;
    d. Fire; and
    e. Medical.

Such training shall be conducted annually.

SECTION 2. Simulated Active Shooter and Intruder Response

School personnel may participate in a simulated active shooter and intruder response drill conducted and led by law enforcement professionals or school safety professionals. Each drill may include an explanation of its purpose and a safety briefing.

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

SECTION 3. Courage to Report

Friendly Academy shall foster an environment in which students feel comfortable sharing information they have regarding a potentially threatening or dangerous situation with a responsible adult.

Friendly Academy shall annually provide age-appropriate information and training on the Missouri state highway patrol's Courage2ReportMO reporting mechanism or its successor reporting mechanism.

[92] Op., App. UU.

SECTION 4. Active Shooter Drill

Friendly Academy shall hold an age-appropriate active sooter exercise in which students, teachers, and other school employees participate in and practice the procedures for safety and protection to be implemented under such conditions.

Age Criteria for Kindergarten Admission Policy[93]

SECTION 1. Kindergarten Eligibility Criteria

A student meets the age criterion for admission to kindergarten or the summer school session immediately preceding kindergarten if they meet one of the following:

1. the child reaches the age of five before on or before October 1st of Friendly Academy year begins in that calendar year.
2. the child is a child in the household of an active duty member of the military, including some veterans who are deceased or injured as defined by law, who has successfully completed an accredited prekindergarten program or who has attended an accredited kindergarten in another state, regardless of the age of the student.

SECTION 2. First Grade Admissions

First grade students who have completed kindergarten in an accredited school may enter first grade regardless of whether they are age six on or before October 1st of Friendly Academy year beginning in that calendar year.

[93] Op., App. VV.

Program for Homeless Students Policy[94]

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

SECTION 1. General

Friendly Academy shall ensure that homeless children and youth are afforded the same free, appropriate public education as provided to other students. Homeless students shall not be stigmatized or segregated into other educational programs on the basis of their status as homeless. Friendly Academy shall establish safeguards that protect students from discrimination on the basis of their homelessness, and Friendly Academy will remove barriers that affect the enrollment and retention of homeless students.

SECTION 2. Definitions

SECTION 2.1 Homeless students are individuals who lack a fixed, regular and adequate nighttime residence and include the following:

1) 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; or are living in emergency or transitional shelters.

2) Children and youths who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings.

3) Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings.

4) Migratory children who meet one of the above-described characteristics.

SECTION 2.2 For purposes of this policy, "school of origin" is defined as Friendly Academy that the student attended when permanently housed or Friendly Academy in which the student was last enrolled.

SECTION 3. Placement

Friendly Academy will consider the best interest of the homeless student, with parental input, in determining whether the student should be enrolled in Friendly Academy of origin or a school that non-homeless students who live in the attendance area are eligible to attend. To the extent feasible, and in accordance with the homeless student's best interest, the homeless student should continue enrollment in the student's school of origin, unless doing so is contrary to the wishes of the parent or guardian. If the homeless student is unaccompanied by a parent or

[94] Op., App. ZZ.

guardian, the homeless coordinator will consider the views of the homeless student in deciding where the student will be enrolled.

Friendly Academy must provide a written explanation, including a statement regarding the right to appeal, to the homeless student's parent or guardian, or to the homeless student if unaccompanied, if Friendly Academy selects a school for enrollment other than Friendly Academy of origin or a school requested by the parent or guardian.

If a dispute arises over school selection or enrollment in school, the homeless student shall be immediately admitted to or permitted to remain in Friendly Academy in which enrollment is sought, pending resolution of the dispute. The homeless student, parent or guardian shall be referred to Friendly Academy's homeless coordinator, who will carry out the dispute resolution process as expeditiously as possible.

SECTION 4. Enrollment

If Friendly Academy is selected as Friendly Academy of best interest, and the student is otherwise eligible in accordance with Friendly Academy's Student Admissions Policy, Friendly Academy will immediately enroll the student, even if the student is unable to produce records normally required for enrollment, such as previous academic records, immunization records, proof of residency or other documentation. However, Friendly Academy may require a parent or guardian of the homeless student to submit contact information.

SECTION 5. Services

Homeless students attending Friendly Academy shall be provided services and educational programs comparable to those offered to other students in Friendly Academy. Transportation services will be provided to homeless students in accordance with the law.

SECTION 6. Coordinator

The Board designates the Student Recruitment and Retention Manager to act as Friendly Academy's homeless coordinator. The homeless coordinator will work to ensure that homeless children and youth have equal access to the same public education as is provided to other children and youth. The homeless coordinator's responsibilities include:

1. Identifying homeless students with school personnel and other entities and agencies with which Friendly Academy coordinates activities;
2. Assisting with immediate enrollment of homeless children and youth and providing assistance with obtaining academic and medical records;
3. Making school placement decisions on the basis of the best interest of the child and wishes of the parent, guardian, or unaccompanied youth
4. Handling enrollment disputes;
5. Prohibiting the segregation of homeless children and youth;
6. Informing the parents or guardians of homeless students of the educational and related opportunities available to the students and providing them with meaningful opportunities to participate in the education of their students;
7. Providing /arranging transportation for students in accordance with law;

8. Assisting in obtaining necessary immunizations or medical records;
9. Informing parent, guardian, or unaccompanied homeless youth of the educational and related opportunities available to them;
10. Disseminating public notice of the educational rights of homeless children and youth as appropriate; and
11. Coordinating and collaborating with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youth.

SECTION 7. Complaint Resolution

- *Level I* – A complaint regarding placement or access to educational programs of a homeless student should first be presented orally and informally to Friendly Academy's homeless coordinator. If the complaint is not promptly resolved, the homeless student or parent/guardian may present a formal written complaint to the homeless coordinator. The written complaint should include the following: date of filing, description of complaint, the name of the person or persons involved, and a description of any action taken prior to the written complaint to resolve the complaint. The homeless coordinator will assist the parent/guardian or unaccompanied minor with filing the complaint as needed. Within five (5) business days of receiving the complaint, the coordinator will provide the complainant with a written decision regarding the complaint.
- *Level II* – Within five (5) business days after receiving the decision at Level I, the complainant may appeal the decision to the CEO by filing a written request for appeal. The written request for appeal shall include the written complaint and written decision from Level I. The homeless coordinator will assist the parent/guardian or unaccompanied minor with filing the appeal as needed. The CEO may, but is not required to, meet with the complainant at a time of mutual convenience. Within five (5) business days after receiving the written request for appeal, the CEO will issue a decision in writing.
- *Level III* – If the complainant is not satisfied with the decision at Level II, the complainant may file a written request for appeal to the Board of Directors. The written request for appeal must be submitted to the CEO or the homeless coordinator within five (5) business days after receiving the written decision at Level II. The homeless coordinator will assist the parent/guardian or unaccompanied minor with filing the appeal as needed. The Board shall conduct a hearing and, within 30 business days after receiving the written request for appeal, the Board will issue its decision in writing.
- *Level IV* – If the complainant is dissatisfied with the action taken by the Board of Directors, a written notice stating the reasons for dissatisfaction may be filed with the State Homeless Coordinator, Federal Discretionary Grants, P.O. Box 480, Jefferson City, MO 65102-0480. An Appeal of this decision can be made within ten days to the Deputy Commissioner of Education.

Local Educational Agency Title I.A Parental Involvement Policy and School Title I.A Parental Involvement Policy[95]

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

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

SECTION 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;

[95] Op., App. AAA.

- 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 Friendly Academys 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 Friendly Academys 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.

SECTION 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 Friendly Academy.

Special rule.--If Friendly Academy 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 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 Friendly Academy 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. Friendly Academy 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 Friendly Academy parent and family engagement policy and the joint development of Friendly Academywide 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, Friendly Academy 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 Friendly Academy, 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 Friendly Academywide program plan under section 1114(b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when Friendly Academy makes the plan available to the local educational agency.

Shared Responsibilities for High Student Academic Achievement.

As a component of Friendly Academy-level parent and family engagement policy, each school 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 Friendly Academy and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall:

1. describe Friendly Academy'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 Friendly Academy, 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 Friendly Academy 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 CEOs, 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 Friendly Academy;

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 an LEA-wide 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.

SECTION 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.

Migrant Procedure[96]

SECTION 1. Identification

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

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 Friendly Academy enrollment form. If it appears that a migrant student is enrolling, Friendly Academy will have the parent/family complete the DESE Migrant Parent Questionnaire and Friendly Academy will send the completed form to the State Migrant Director in order to verify eligibility for the program.

SECTION 2. Services

If a migrant student is identified by the MELL office, Friendly Academy 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.

[96] Op., App. BBB.

Strip Searches Policy

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

SECTION 1. Strip Searches

SECTION 1.1. No employee or volunteer at Friendly Academy shall perform a strip search of any student of Friendly Academy.

SECTION 1.2. A student may be strip searched by or under the authority of a commissioned law enforcement officer.

SECTION 1.3. A student may be strip searched by a school employee only if a commissioned law enforcement office is not immediately available and if Friendly Academy employee reasonably believes that a student possesses a weapon, explosive, or substance that poses an imminent threat of physical harm to himself or herself or another person.

SECTION 1.4. If a student is strip searched by an employee of Friendly Academy or a commissioned law enforcement officer, Friendly Academy will attempt to notify the student's parent or guardian as soon as possible.

SECTION 1.5. For the purposes of this policy, strip search means the inspection of a person's anus or genitalia, including but not limited to inspections conducted visually, manually or by means of any physical instrument. A strip search shall not include the removal of clothing in order to investigate the potential abuse or neglect of a student; to give medical attention to a student; to provide health services to a student; or to screen a student for medical conditions.

SECTION 2. Emblem, Insignia or Garment

No employee of or volunteer in or board member of Friendly Academy shall direct a student to remove an emblem, insignia, or garment, including a religious emblem, insignia, or garment, as long as such emblem, insignia, or garment is worn in a manner that does not promote disruptive behavior.

Section 3. Violation of Policy

Any employee of Friendly Academy 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.

Students with Diabetes Policy

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

SECTION 1. Training

SECTION 1.1. School will provide training developed by the Department of Elementary and Secondary Education to a minimum of three school employees if Friendly Academy has a student with diabetes.

SECTION 1.2. If at any time fewer than three school employees are available to be trained at Friendly Academy, the CEO shall distribute to all staff members a written notice seeking volunteers to serve as diabetes care personnel. The notice shall inform staff of the following:

1. Friendly Academy shall provide diabetes care to one or more students with diabetes and is seeking personnel willing to be trained to provide that care;
2. The tasks to be performed;
3. Participation is voluntary and Friendly Academy shall take no action against any staff member who does not volunteer to be designated;
4. Training shall be provided to employees who volunteer to provide care;
5. Trained personnel are protected from liability under section 167.821; and
6. The identity and contact information of the individual who should be contacted to volunteer.

SECTION 1.3. School employees shall not be subject to any penalty or disciplinary action for refusing to serve as trained diabetes care personnel nor shall a school discourage employees from volunteering for training.

SECTION 1.4. The training shall be coordinated by a school nurse, if Friendly Academy has a school nurse, and provided by a school nurse or another health care professional with expertise in diabetes.

SECTION 1.5. Such training shall take place prior to the commencement of each school year, or as needed when a student with diabetes is newly enrolled at a school or a student is newly diagnosed with diabetes, but in no event more than thirty days following such enrollment or diagnosis.

SECTION 1.6 Friendly Academy nurse or another health care professional with expertise in diabetes shall promptly provide follow-up training and supervision as needed. Coordination, delegation, and supervision of care shall be performed by a school nurse or other qualified health care professional.

SECTION 1.7. Friendly Academy may provide training in the recognition of hypoglycemia and hyperglycemia and actions to take in response to emergency situations to all school personnel who have primary responsibility for supervising a child with diabetes during some portion of Friendly Academy day and to bus drivers responsible for the transportation of a student with diabetes.

SECTION 2. Diabetes Plan

The parent or guardian of each student with diabetes who seeks diabetes care while at school should submit to Friendly Academy a diabetes medical management plan, which upon receipt shall be reviewed by Friendly Academy.

SECTION 3. Diabetes Care

SECTION 3.1. Friendly Academy may provide all students with diabetes in Friendly Academy appropriate and needed diabetes care as specified in their diabetes medical management plan.

SECTION 3.2. In accordance with the request of the parent or guardian of a student with diabetes and the student's diabetes medical management plan, Friendly Academy nurse or, in the absence of Friendly Academy nurse, trained diabetes care personnel may perform diabetes care functions including, but not limited to:

1. Checking and recording blood glucose levels and ketone levels or assisting a student with such checking and recording;
2. Responding to blood glucose levels that are outside of the student's target rang
3. Administering glucagon and other emergency treatments as prescribed;
4. Administering insulin or assisting a student in administering insulin through the insulin delivery system the student uses;
5. Providing oral diabetes medications; and
6. Following instructions regarding meals, snacks, and physical activity.

SECTION 3.3. Friendly Academy nurse or at least one of the trained diabetes care personnel may be on site and available to provide care to each student with diabetes during regular school hours and during all school-sponsored activities, including school-sponsored before-school and after-school care programs, field trips, extended off-site excursions, extracurricular activities, and on buses when the bus driver has not completed the necessary training.

SECTION 4. Student Self-Care

SECTION 4.1. Upon written request of the parent or guardian and authorization by the student's diabetes medical management plan, a student with diabetes shall be permitted to perform blood glucose checks, administer insulin through the insulin delivery system the student uses, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of his or her diabetes in the classroom, in any area of Friendly Academy or school grounds, and at any school-related activity, and to possess on his or her person at all times all necessary supplies and equipment to perform these monitoring and treatment functions.

SECTION 4.2. If the parent or student so requests, the student shall have access to a private area for performing diabetes care tasks.

Organ, Eye, and Tissue Donation Policy

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

SECTION 1. Presentation on Organ, Eye, and Tissue Donation

SECTION 1.1. Any state or nationally recognized program or organization that provides unbiased information on organ, eye, and tissue donation that requests to present information on organ, eye, and tissue donation to the Board shall be allowed to give such presentation and shall be allotted no less than thirty minutes for the presentation.

SECTION 1.2. The Board shall consider the information presented and decide whether to present such information to students and parents in Friendly Academy and the manner in which such information shall be presented.

SECTION 2. Student Instruction

No student shall be required to participate in any instruction relating to information about organ, eye, and tissue donation if the student has any sincerely held religious or emotional belief which is contrary to such instruction.

School Admissions Policy

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

SECTION 1.

Friendly Academy shall enroll only:

1. Students who reside in the district in which Friendly Academy operates

2. Nonresident students eligible to attend a district school under an urban voluntary transfer program;

3. Nonresident students who transfer from an unaccredited district under section 167.895, RSMo, provided that the charter school is an approved charter school, as defined in section 167.895, RSMo, and subject to all other provisions of section 167.895.

Friendly Academy does not limit admission based on race, ethnicity, national origin, sexual orientation, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

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

SECTION 2.

If the capacity of Friendly Academy is insufficient to enroll all students who submit an application during the open enrollment period (established in March of each year), Friendly Academy will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission.

SECTION 2.1. Priority for enrollment will be given in the following order in accordance with the charter:

1. Currently enrolled students
2. Children of board, faculty, and staff: Children of board members, full-time faculty and full-time instructional staff.
3. Siblings: Siblings of students currently enrolled on the date of the lottery
4. Others: All other eligible students

SECTION 3. Lottery.

SECTION 3.1. The lottery process shall be published in advance and articulated prior to commencement of the lottery.

SECTION 3.2 The lottery shall be observed and certified by a third party individual.

SECTION 4. Wait List.

SECTION 4.1.
Lottery positions and waiting list positions will not be secured from year to year. Those offered the opportunity to enroll from the waiting list will have [three] days to complete the enrollment process before the opening will be offered to the next student on the waiting list.

SECTION 4.2.
It is the responsibility of the parent or guardian of the wait listed student to provide updated contact information including a phone number and address, and an email if possible.

SECTION 4.3.
Parents or guardians of wait listed students must also provide an emergency contact person in the event they cannot be reached regarding an opening. Failure to keep updated information throughout Friendly Academy year resulting in an inability to notify the parent of an opening waives the student's placement on the waitlist.

SECTION 4.4.
A school designee shall contact the next person on the wait list if a slot becomes available. Contact may be made by phone, and if available, by email. Every effort will be made to reach the individual in person; however, if this is not possible, a message will be left on the phone and/or email.

SECTION 4.5.
The parents will be given 72 hours to contact Friendly Academy and make a decision to accept the opening. If contact or a decision is not made within this time frame, the next student on the wait list is extended the offer.

SECTION 5. Registration.

SECTION 5.1. Regardless of when mailed, all applications for Friendly Academy must be physically present in the administrative office of School located at [school address] on or before [time p.m.] on [month day]. In the event School is closed on [month day], all applications must be received by [time] p.m. the Monday immediately following [month day].

SECTION 5.2. All applications must be complete. Regardless of reason, failure to have a completed application package in the office of Friendly Academy by this deadline may constitute a waiver of inclusion in the lottery for the following school year.

SECTION 5.3. In order to complete the registration process, the following must be received by

Friendly Academy: completed enrollment application (including the release of records and all required supporting documentation (such as proof of residency, immunizations). Applications timely received but are incomplete due to circumstances beyond the control of the applicant may be included in the lottery at the discretion of the CEO or his/her designee with a right of appeal to the Governing Board.

SECTION 5.4. Friendly Academy STRONGLY encourages all applicants to HAND deliver their application to the administrative offices of School. Any applications not present in Friendly Academy offices by the deadline will be deemed to have waived participation in the lottery regardless of reason.

SECTION 5.5.
Friendly Academy's admission procedures will be published annually.

SECTION 5.6. A register of all complete applications, received in a timely manner, will be maintained in Friendly Academy's office for review by applicants. Applicants are required to assure their application is registered prior to the deadline.

Missouri Student Religious Liberties Act Policy

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Anti-Discrimination

SECTION 1.1. Friendly Academy shall not discriminate against any person on the basis of a religious viewpoint or religious expression.

SECTION 1.1. Friendly Academy shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner Friendly Academy treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

SECTION 2. Student Expression in Homework and Classroom Assignments

SECTION 2.1. Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions.

SECTION 2.2. Homework and classroom assignments shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by Friendly Academy.

SECTION 2.3. Students shall not be penalized or rewarded on account of the religious content of their work. If an assignment requires a student's viewpoints to be expressed in course work, artwork or other written or oral assignments, Friendly Academy shall not penalize or reward a student on the basis of religious content or a religious viewpoint. In such an assignment, a student's academic work that expresses a religious viewpoint shall be evaluated based on ordinary academic standards of substance and relevance to the course curriculum or requirements of the course work or assignment.

SECTION 3. Student Prayer, Religious Activities, and Religious Expression

SECTION 3.1 Students in Friendly Academy may pray or engage in religious activities or religious expression, before, during, and after Friendly Academy day in the same manner and to the same extent that students may engage in nonreligious activities or expression, provided that such religious expression or religious activities are not disruptive of scheduled instructional time or other educational activities and do not impede access to school facilities or mobility on school premises.

SECTION 3.2 Students may organize prayer groups, religious clubs, or other religious gatherings before, during, and after school to the same extent that students are permitted to organize other noncurricular student activities and groups.

SECTION 3.3. Religious groups shall be given the same access to school facilities for assembling as is given to other noncurricular groups without discrimination based on the religious content of the student's expression.

SECTION 3.4. Religious groups shall be allowed to advertise or announce meetings in the same manner as student groups that meet for nonreligious activities.

SECTION. 3.5. Friendly Academy may only disclaim sponsorship of noncurricular groups and events in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

SECTION 4. Student Clothing, Accessories, and Jewelry

SECTION 4.1. Students at Friendly Academy may wear clothing, accessories, and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories, and jewelry that display messages or symbols are permitted.

SECTION 5. Construction

SECTION 5.1. This policy shall not be construed to:

- Require any person to participate in prayer or in any other religious activity
- Violate the constitutional rights of any person
- Prohibit Friendly Academy from maintaining order and discipline in a content and viewpoint neutral manner
- Prohibit Friendly Academy from protecting the safety of students, employees, and visitors of Friendly Academy
- Prohibit Friendly Academy from adopting and enforcing policies and procedures regarding student speech at school, provided that the policies and procedures do not violate the rights of students as guaranteed by law.

Limited Public Forum Model Policy

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Establishment of Limited Public Forum

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

SECTION 2. Student Speakers

SECTION 2.1. Student speakers at school events and graduation ceremonies shall be selected using the following neutral criteria:

SECTION 2.2. Student speakers are prohibited from engaging in obscene, vulgar, offensively lewd, or indecent speech.

SECTION 2.3. Student expression in the limited public forum on an otherwise permissible subject shall not be excluded from the limited public forum because the subject is expressed from a religious viewpoint.

SECTION 3. Disclaimer

SECTION 3.1. Any student speech at a school event or graduation ceremony does not reflect the endorsement, sponsorship, position, or expression of Friendly Academy.

SECTION 3.2. Such disclaimer shall be made in writing, orally, or both prior to a student speech at any school event or graduation ceremony.

Interstate Compact on Educational Opportunity for Military Children Policy

The Board of Friendly Academy adopts the following policy, effective on the date of adoption by the Board.

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

SECTION 1. 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 Friendly Academy 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 Friendly Academy 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.

SECTION 2. Applicability

SECTION 2.1. This policy applies to the children of: (1) active duty members of the uniformed services, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211; (2) members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and (3) members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

SECTION 2.2. This policy shall not apply to children of: (1) inactive members of the National Guard and military reserves; (2) members of the uniformed services now retired, except as provided for in Section 2.1; (3) veterans of the uniformed services, except as provided for in Section 2.1; and (4) other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

SECTION 3. Student Eligibility and Enrollment

SECTION 3.1. Upon receipt of the unofficial education records by Friendly Academy, school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.

SECTION 3.2. Simultaneous with enrollment and conditional placement of student, Friendly Academy shall request the student's official education record from Friendly Academy in the sending state. If Friendly Academy is Friendly Academy in the sending state, Friendly Academy will process any such request and furnish the official education records to Friendly Academy in the receiving state within ten (10) days.

SECTION 3.2. A special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

SECTION 3.3. Friendly Academy is prohibited from charging tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

SECTION 3.4. A transitioning military child shall have thirty (30) days from the date of enrollment to obtain any required immunization(s).

SECTION 3.5. A transitioning military child, placed in the care of a non-custodial parent or other person standing in local parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend Friendly Academy if he/she was enrolled while residing with the custodial parent.

SECTION 3.6. Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) in the sending state at the time of transition, regardless of age. A student who has satisfactorily completed the prerequisite grade level in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the state of

Friendly Academy year in the receiving state shall enter Friendly Academy in the receiving state on their validated level from an accredited school in the sending state.

SECTION 3.7. Friendly Academy shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

SECTION 4. Placement and Attendance

SECTION 4.1. When the student transfers before or during Friendly Academy year, Friendly Academy 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 Friendly Academy 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 Friendly Academy from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

SECTION 4.2. Friendly Academy shall initially honor placement of the student in educational programs based on current educational assessment conducted at Friendly Academy 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 Friendly Academy from performing subsequent evaluations to ensure appropriate placement of the student.

SECTION 4.3. Friendly Academy shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP). Friendly Academy 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 Friendly Academy from performing subsequent evaluations to ensure appropriate placement of the student. Nothing in this section exempts {SCHOOL] from the requirements of federal and state law.

SECTION 4.4. Friendly Academy may waive course/programs perquisites, or other preconditions for placement in courses/programs.

SECTION 4.5. A student whose parent or legal guardian is an active duty member of the uniformed services, as defined in this policy, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of Friendly Academy to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.

SECTION 5. Graduation

SECTION 5.1. Friendly Academy 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, Friendly Academy shall provide an alternative means of acquiring coursework so that graduation may occur on time.

SECTION 5.2. Should a military student transferring at the beginning or during his or her senior year of high school be ineligible to graduate from the receiving local education agency after all alternatives have been considered, the sending and receiving local education agencies shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. Friendly Academy shall ensure cooperation, as either the sending or receiving local education agency, in the event of the situation described in this section.

Use of Social Media by Teachers, Staff, and Students Policy

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The Board of Friendly Academy understands the value of social media and the benefits offered by digital communication devices for providing quick and easy interaction among peers, students, and families. This policy is intended to support teachers, staff, and students by ensuring that all teachers, staff, and students clearly understand the many factors and possible ramifications to consider when using social media. This policy is in addition to, and complements, existing and future Board policies.

SECTION 1. Teachers and Staff

The Board of Friendly Academy does not take a position on teachers and staff using social media for personal use on personal time. If teachers and staff choose to do so, they should keep in mind the following:

- Teachers and staff should not use personal social media accounts to communicate with students and families regarding topics pertaining to your work with Friendly Academy.
- Do not "friend," "follow" or otherwise interact with students from personal social media accounts.
- Always write in the first person and make it clear that you are speaking for yourself and not on behalf of Friendly Academy
- Do not post school related information including but not limited to student information, pictures, and work-product exemplars on personal social media sites.
- Do not share confidential information about internal school discussions.
- Avoid communicating with students and families using personal social media sites, personal email accounts or personal phone numbers.

Social media is an excellent way to share information with families and students. If teachers and staff choose to utilize social media for school related purposes, teachers and staff should utilize the same professional standards, respect, and integrity as if it were a face-to-face communication.

- Use school contact information (email, address, phone, etc...) for creating and maintaining accounts, including student accounts.
- Inform parents of social media created for classroom use and its educational purpose.
- Respect copyright and fair use guidelines. Be sure to cite your source when quoting and use Creative Commons[97] licensing when possible.

[97] https://creativecommons.org/

- If you make a mistake, admit it and correct it quickly. Clearly state if you've corrected a previous post and apologize if appropriate.

- Treat social media created for school related purposes like a classroom. Monitor closely the interactions between students and deal with inappropriate use immediately.

- When using social media, never reveal information about students including but not limited to their grades, course enrollments, and class schedules. Doing so could be a FERPA violation.

- If posting photos and videos of fellow staff and teachers, seek their permission before posing.

- If posting photos and videos of students, ensure there is a signed parent/guardian permission form on file for each student.

SECTION 2. Students

As a Friendly Academy student you represent your school even when you are not posting to social media sites during class time. You should follow these guidelines anytime you post material that could identify you or your relationship to Friendly Academy.

- Be aware of what you post online-- social media is public. Do not post anything you don't want friends, parents, teachers, or a future employer to see.

- Follow Friendly Academy's code of conduct when writing online. It is acceptable to disagree with someone else's opinions, however, do it in a respectful way. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.

- Do not share your password with anyone other than your teachers and parents.

- Do your own work. Do not use other people's work without their permission. Be aware that it is a violation of copyright law to copy and paste someone else's thoughts. It is good practice to hyperlink to your sources.

- Do not use pictures, videos, songs, and audio clips you do not have permission to use. This may be a violation of copyright laws.

- Social media posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation.

- If you come across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your teacher or parent/guardian right away.

E-Learning Policy

The Board of Friendly Academyadopts the following policy effective on the date that the policy is adopted by the Board.

The purpose of e-learning is to ensure that students continue to build conceptual understanding and skill development even though they are not able to attend school in person. Students will receive course expectations, class announcements, and learning objectives in a digital format. Students will participate in a variety of activities, but not all will be digital in nature. The purpose of this policy is to outline procedures and expectations for e-learning.

SECTION 1. Delivery of Instructional Materials

Instructional materials, including course expectations, class announcements, learning objectives, and class assignments, will be delivered to students each week. Friendly Academy administrators will communicate the schedule of instruction and delivery of instructional materials to families in a timely fashion.. Materials will be delivered via online e-learning portal.

SECTION 2. Attendance

Attendance is recorded based on work completed each week. In order to be considered present, a student must complete at least one required assignment each week. A week for the purposes of this policy begins Sunday and ends Saturday.

SECTION 3. Live Classroom Sessions

Zoom will be used to host live class sessions. If your child is unable to attend a live session, the teacher will provide a recorded version of the video conference.

Friendly Academy may will publish a schedule of live sessions.

SECTION 4. Teacher Office Hours

Teachers will be available by email or phone (via voicemail) from 9:00-11:00 am and 1:00-3:00 pm. Teachers will respond to all communication requests within 24 hours during office hours via phone or email.

Teachers will provide their email and phone number to all parents/guardians. Schools may choose to provide their teachers with google meet phone numbers so teachers do not have to provide parents/guardians with their home/cell phone number.

Teachers will hold a telephone conference with the parent(s)/guardian(s) of each student who has accommodations to discuss how Friendly Academy will provide instruction to that student.

Special education students will receive accommodations outlined in their Individualized Educational Plan (IEP). English Learners will receive accommodations according to their Individual

SECTION 5. Accommodation Support

Learning Plan (ILP). Students with Section 504 Plans will receive appropriate accommodations outlined in their 504 Plan.

Take Home Device Policy

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Introduction

Friendly Academy may provide a laptop computer, tablet, hot-spot, or other device ("school provided devices") for a student's educational use at home. The use of this equipment is meant to enrich the learning experience for the student as they work to acquire the necessary skills and knowledge to become successful in school and in life. To that end, only the student may use a school provided device.

When using a school provided device at home, students must adhere to the same standards as if they were using the device at school. Students must continue to follow the technology use policy located in their student handbook. This policy and agreement is meant to supplement that policy.

SECTION 2. Guidelines and Rules for Use of School Provided Devices

SECTION 2.1 Internet Safety

- Act responsibly and safely
- School provided devices should be used only for school related purposes.
- Ask a trusted adult if you are unsure about something related to the use of your computer or electronic resources.
- Do not share your account information or the account information of others.
- Never post or share pictures or video of yourself or others unless you have school permission.
- Tell a trusted adult if you come across something that is dangerous or disturbing.
- All school rules for how you behave and how you treat others apply to all forms of electronic communication.

SECTION 2.2 Security, Filtering, and Monitoring

- Students are expected to comply with all security and filtering requirements that would be in place if the device were used on school property.
- Parents/guardians are expected to monitor the student's use of the internet at home so that the device is not used to access illegal or inappropriate websites or download any material from those sites.

- School provided devices may not be used for:
    - Commercial or personal gain.
    - Political purposes, such as trying to influence an election.
    - Any illegal or indecent act such as bullying, inappropriate images or text, or passing along information that is harmful or inappropriate.
    - Any activity intended to alter, bypass, or attempt to bypass Friendly Academy's network, security settings, filters, safety settings, or user roles.
    - Personal software or applications, games, or operating systems.

SECTION 2.3 Device Use and Care

- When not in use, keep your school provided device in its protective sleeve or bag.
- Leave all school ID tags or stickers in place; notify a teacher or the Director of Instruction if they appear to be loose.
- Do not apply stickers or permanently mark your device.
- Do not eat or drink near your device.
- Use a soft cloth to clean the screens and device; use only technology-specific cleaning products; do not use water or household cleaners.
- Please let your teacher or the CEO know if your device is not working properly, or is lost, damaged, or stolen.

SECTION 2.4 Loss or Damage of School Provided Device

If a school provided device is lost or damaged, report the situation to your child's teacher and the Director of Instruction immediately. If a device is stolen, please also notify local law enforcement and submit a copy of the report to the Director of Instruction.

If a school provided device is damaged, a reasonable effort will be made to repair the equipment. A family may be held responsible for the cost of repair beyond normal wear and tear or for the cost a replacement device if the device cannot be repaired.

Parents/guardians—please review this policy with your child. By signing this policy, you and your child agree to abide by it and any other school policies relating to technology use. Any activity that violates this or any other technology use policy may be subject to disciplinary action. If you have any questions, please contact your child's teacher, or the CEO.

_____

Student Name (Printed)

_____ _____

Student Signature Date

_____

Parent/Guardian Name (Printed)

_____ _____

Parent/Guardian Signature Date

_____

Parent/Guardian Phone Number

_____

Parent/Guardian Email Address

Telework Policy

SECTION 1. Purpose

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

SECTION 2. Definitions

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

SECTION 3. Procedures

A. Telework Agreement

a. Teleworking at Friendly Academy is a management option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that management uses whenever there is agreement between the employee and the appropriate administrator that telework is most appropriate for the situation and circumstances.
b. This is a voluntary program both for Friendly Academy and the employee, and the arrangement can be terminated by either party.
c. The employee shall complete a Telework Agreement form and return it to the CEO. Employees shall complete a new Telework Agreement form each year.
d. In the event of a mandatory school shutdown, it is a management option to allow employees to telework. In that circumstance, any employee who teleworks is still subject to this policy.

B. Employee Duties and Responsibilities

a. All applicable federal, state, and local laws, and Friendly Academy policies apply to teleworkers.

C. Training

a. Teleworkers will participate in specialized telework training, including strategies, expectations, commitment, and logistics.
b. In the event of an emergency school shutdown, the CEO may waive any and all training requirements.

D. Authorized Expenses

a. The CEO may authorize expenditures using established procedures and based on available funding for office equipment, software, communication devices and office supplies needed by teleworkers at their remote work place.

E. User Responsibilities for Computer Systems and Network Security

a. Friendly Academy retains ownership of all equipment provided for telework. When Friendly Academy equipment is used at a remote work location, the employee is financially responsible for that equipment if it is lost, stolen, or damaged because of that employee's negligence, misuse, or abuse. The use of any personal equipment by the employee for purposes of telework is done solely at the employee's risk.
    i. Teleworkers must protect information and resources against theft, unauthorized access, tampering, and loss.
    ii. Teleworkers must comply with any and all school policies relating to computer and network use.

Telework Model Agreement

A. Introduction

a. This Agreement establishes the respective obligations of the parties under the Friendly Academy telework program. The employee has been authorized to telework at a location other than their designated office, such location being described in this Agreement.

b. This Agreement is neither an employment contract nor a guarantee of employment. The unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement.

c. Both parties will abide by Friendly Academy policies and any changes thereto.

d. Teleworking at Friendly Academy is a management option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that management uses whenever there is agreement between the employee and the the CEO that telework is most appropriate for the situation and circumstances. The teleworking arrangement can be terminated by either the employee or the CEO at any time, using the process outlined in this Agreement. Termination of an employee's participation in the telework program is not by itself grounds for an administrative complaint or subject to appeal.

B. Work Location

a. The terms "remote work location" or "remote workplace" shall mean the employee's home-based office or approved alternate location. "Offsite" is a general term to describe any work location other than the designated office, which shall mean the employee's usual and customary Friendly Academy work address.

b. The employee agrees that Friendly Academy may make on-site visits to the remote workplace during the employee's work hours. Any visits shall be made at a mutually-agreeable time for the purpose of picking up or delivering work, equipment, materials, evaluating the telework arrangement, or checking or maintaining Friendly Academy owned equipment.

c. The employee must work at the designated office or other Friendly Academy assigned location when not at the remote workplace.

C. Supplies and Equipment

a. All Friendly Academy policies and procedures relating to supplies and equipment applicable to employees who work at their designated office, apply to employees who telework.

b. The costs associated with internet and telephone service will be the sole responsibility of the employee. Further, the employee understands that Friendly Academy is not responsible for the operation or troubleshooting of remote networking environments.

c. Equipment, software, and supplies provided by Friendly Academy for use at the remote workplace shall be limited to use by authorized persons for purposes related to official Friendly Academy business, including professional development training and tasks sponsored by Friendly Academy.

d. Employee agrees that all Friendly Academy-owned data, software, equipment, facilities, and supplies will be properly protected and secured. Friendly Academy-owned data, software, equipment, and supplies shall not be used to

create employee-owned software or personal data. Friendly Academy software shall not be duplicated. Products and programs developed while telecommuting for Friendly Academy shall become the property of Friendly Academy.

e. In the event of Friendly Academy-owned equipment failure or malfunction, the employee shall immediately notify Friendly Academy so that the equipment may be repaired or replaced, as necessary. In the event of delay in repair or replacement, or any other circumstances under which it would be impossible or impractical for the employee to telework, the employee will be assigned other work and/or assigned to another work location, at the sole discretion of Friendly Academy.

f. Upon separation of employment, Friendly Academy equipment will be returned to the Friendly Academy IT Department within five (5) business days, or within a timeframe previously arranged and agreed upon by the the CEO and the IT Department. In the event that legal action is required to regain possession of property owned by Friendly Academy, the employee shall pay all costs incurred by Friendly Academy, including attorney's fees, should Friendly Academy prevail.

D. Work Hours and Compensation

a. The CEO shall validate the employee's time and work accomplished at the remote workplace.

b. Schedule changes may be made at [school administrator's] discretion. In every case, the operational needs of Friendly Academy shall take precedence over telework arrangements.

c. Work hours and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. Before overtime is worked, approval must be obtained from the CEO. The employee's salary, retirement, and benefits remain unchanged.

E. Safety and Liability

a. The employee and Friendly Academy liability and obligations shall be governed by all applicable federal, state, and local laws and regulations.

b. Friendly Academy does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of Friendly Academy equipment and shall be liable for any damage or loss caused by the employee's intentional wrongful or negligent act. The employee is not required to insure Friendly Academy-owned property; however, any loss of Friendly Academy property that is paid by the employee's homeowner's or renter's insurance policy will be reimbursed to Friendly Academy.

c. The employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition—free from hazards and other dangers to the employee and equipment.

d. The employee shall maintain the same environment in the remote workspace as they would at the designated office. Employees are subject to the same Friendly Academy policies, regulations, and procedures regardless of work location.

e. Furniture, lighting, environmental protection, and household safety equipment incidental to use to Friendly Academy equipment, software, and supplies shall be appropriate for its intended use and shall be used and maintained in a safe condition, free form defects and hazards.

f. The employee shall notify the the CEO immediately in case of injury that occurs while conducting Friendly Academy business in the remote work location designated in this document.

F. Employee Duties and Obligations

a. The employee shall adhere to the agreed upon alternate work arrangement details specified in the Work Assignment and Conditions Addendum.
b. The employee shall be held responsible for official documents and shall be subject to disciplinary action for any loss of these documents that is attributable to the employee's actions or negligence.
c. The employee shall be held responsible to ensure all documents, such as requisitions, payroll-related forms, reimbursement requests, etc., are processed in a timely manner and not hindered by the employee's location away from Friendly Academy.
d. The employee agrees to come to their designated office for meetings on offsite work days with a minimum of twenty-four (24) hours advance notice by the CEO.
e. The employee shall submit a plan to the the CEO indicating how daily mail/email will be handled and how other time-sensitive documents will be handled to ensure a timely process. Such plan shall be addressed in the Work Assignment and Conditions Addendum.
f. The employee agrees to obtain from the designated office all supplies needed for work at the remote workplace. Out-of-pocket expenses for supplies will be reimbursed only upon prior approval by the CEO.
g. The employee shall comply with all applicable laws, policies, regulations, and instructions regarding ethics, conflicts of interest, and confidentiality.
h. The employee shall participate in all required telework surveys, reports, or analysis relating to teleworking for Friendly Academy.
i. The employee shall comply with all Friendly Academy rules, policies, regulations, procedures, instructions, telework policies, and this Agreement. The employee understands that violation of such may result in cancellation of this Agreement and/or disciplinary action, up to and including termination of employment

G. Termination of Agreement

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

Academy documents in the employee's possession or control at the alternate work location within five (5) days of termination.

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

_____ _____

Employee Printed Name Date

_____ _____

Employee Signature Date

I have reviewed and accepted this alternate work arrangement.

_____ _____

Administrator Printed Name Date

_____ _____

Administrator Signature Date

WORK ASSIGNMENT AND CONDITIONS ADDENDUM

The following telecommuting assignment and conditions must be completed by the employee and initialed by both the employee and the CEO.

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

   _____Residence / Address:

   _____Alternate Location / Address:

2. The employee will telecommute _____ days per week, or as agreed upon with the CEO and specified below:

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

   Days/Hours at designated office:

   ___Monday ___Tuesday ___Wednesday ___Thursday ___Friday

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

   Days/Hours at offsite location:

   ___Monday ___Tuesday ___Wednesday ___Thursday ___Friday

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

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

   _____Phone(s):

   _____Work Email:

   _____Alternate Email:

4. The employee agrees to come into their designated office for meetings on offsite work days with _____ hours advance notice. (Friendly Academy will provide a minimum of twenty-four (24) hour notice.)

5. The following Friendly Academy-owned* or employee-owned equipment will be used by the employee at the remote work location(s):

Description	Company/Item#	Serial#	Owned By

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

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

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

Get the Lead Out of School Drinking Water Act Policy

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

1. Beginning in the 2023-2024 school year and every subsequent school year, Friendly Academy shall provide drinking water with a lead concentration level below five parts per billion in sufficient amounts to meet the drinking water needs of all students and staff.

2. On or before January 1, 2024, Friendly Academy shall:
    a. Conduct an inventory of all drinking water outlets;
    b. Develop a plan for testing every water outlet inventoried under paragraph (a) above and make such plan available to the public; and
    c. Provide general information on the health effects of lead contamination and additional informational resources for employees and parents if information is requested.

3. Before August 1, 2024, or the first day on which students will be present, Friendly Academy shall:
    a. Conduct testing for lead by first-draw and follow-up flush samples of a random sampling of at least twenty-five percent of remediated drinking water outlets until all remediated sources have been tested as recommended by the 2018 version of the United States Environmental Protection Agency's Training, Testing, and Taking Action program. Such testing shall be conducted and results analyzed by an entity approved by the Department of Health and Senior Services;
    b. Make all test results and any lead remediation plans available on Friendly Academy's website within two weeks after receiving test results; and
    c. Remove and replace any drinking water coolers or drinking water outlets that the United States Environmental Protection Agency has determined are not lead-free under the federal Lead Contamination Act of 1988, as amended. Friendly Academy is not required to replace drinking water outlets or water coolers that tested under the testing requirements in the United States Environmental Protection Agency's Training, Testing, and Taking Action program and have been determined to be dispensing drinking water with a lead concentration less than five parts per billion.

4. If testing indicates the water source is causing the contamination and until such time remediation is complete, Friendly Academy shall:
    a. Install a filter that reduces lead in drinking water at each point at which the water supply enters Friendly Academy in accordance with any relevant requirements set forth by the department of natural resources to ensure lead concentrations are below five parts per billion;
    b. Install a filter that reduces lead in drinking water on each water outlet inventoried in Section 2(a) above to ensure lead concentrations are below five parts per billion; or
    c. Provide purified water at each water outlet inventories in Section 2(a) above.

5. If testing indicates that the internal building piping is causing the contamination and until such time remediation is complete, Friendly Academy shall:
    a. Install a filter at each point at which the water supply enters Friendly Academy;
    b. Install a filter that reduces lead in drinking water on each water outlet inventoried in Section 2(a) above to ensure lead concentrations are below five parts per billion; or
    c. Remove the outlet from service

6. Any pipe, solder, fitting, or fixture replaced as part of remediation shall be lead free, as such term is defined in 40 CFR 143.12, as amended.

7. If test results show lead concentration that exceeds five parts per billion, Friendly Academy shall provide written notification to staff within seven business days of receiving such test result. The written notification shall include:
    a. The test results and a summary that explains the results;
    b. A description of remedial steps taken; and
    c. A description of general health effects of lead contamination and community specific resources.

8. If test results show lead concentration that exceeds five parts per billion, Friendly Academy shall also provide bottled water if there is not enough water to meet the drinking water needs of students, teachers, and staff.

9. Friendly Academy shall test for lead annually, however, if Friendly Academy tests and does not find a drinking water source with a lead concentration above 5 parts per billion, Friendly Academy is only required to test every five years.

Reference: Section 160.077 RSMo

Community Engagement Policy

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

SECTION 1. General

The Board encourages full and open communication between the public and the Board of Directors. To that end, the Board has adopted the following avenues for the exchange of information, ideas, opinions.

SECTION 2. Complaints through Established Policy and Procedure

Students, employees, and any members of the public are encouraged to utilize established policies and procedures for offering suggestions or addressing concerns and complaints prior to bringing the issue before the Board. The Board believes that many issues can be resolved by communication with teachers, administrators and other staff and may refuse to address an issue if the individual presenting it has not first attempted to resolve the matter through established procedures and policies.

SECTION 3. Written Correspondence.

Written correspondence may be directed to the Board, through the Executive Director, for consideration at a meeting. Copies of all correspondence directed to the Board will be made available to all Board members.

SECTION 4. Agenda Items.

4.1 General. Residents of St. Louis City may submit an agenda item that is related to the governance or operation of Friendly Academy.

4.2 Timeline. Prior to submission of an agenda item, the submitting resident must meet with the CEO or designee in an effort to resolve the concern related to the agenda item. The CEO or designee will hold the resolution meeting within 20 business days of the request. If the CEO or designee waives the meeting or does not meet with the resident within 20 business days, or if the resident is not satisfied with the meeting's outcome, the resident may submit a written request to the board secretary to add the item to the board agenda. The agenda item will be included in the board agenda for the next regularly scheduled meeting if the item is received at least five school days prior to the meeting. If not timely received, the item will be placed on the agenda of the following regularly scheduled meeting. However, the agenda item may be moved to a later meeting with the resident's agreement.

4.3 Limitations. Placement of a resident's requesting agenda item is subject to the following rules:

A. Presentation of the agenda item is limited to three minutes unless expanded by the board.

B. No more than three persons may speak on the agenda item, but only if each of the speakers has spoken with the CEO or designee as provided in this policy.
C. The board may decline to hear a resident's requested agenda item if the board reasonably believes that the board has heard an identical or substantially the same agenda item within the preceding three months.
D. If the resident requesting an addition of the agenda item has previously violated rules regarding conduct at a board meeting on Friendly Academy property, as reasonably determined by the board, the requesting resident is denied placement of their agenda item.
E. If more than three resident-initiated agenda items are scheduled for the same board meeting, later resident submissions may be scheduled for the following meeting. However, if a resident-initiated agenda item is delayed under this paragraph, the resident will be advised of this option to submit their presentation to the board in writing.

Parental Notification Policy

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

1. Any time Friendly Academy is determined to be in the bottom five percent of scores on the annual performance report, Friendly Academy shall mail a letter to the parents and guardians of each student in Friendly Academy.

2. Such letter shall include:
    a. That Friendly Academy has been determined to be in the bottom five percent of scores on the annual performance report; and
    a. What options are available to such students as a result of Friendly Academy's current status.

Annual Performance Report Information Policy

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

Friendly Academy shall display the following information on its website:

A. Friendly Academy's annual performance rating and ranking percentage; and

B. A list of the bottom five percent of scores for all schools and all local educational agencies.

Will's Law Policy

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

SECTION 1: Definitions

A. **"Individualized emergency health care plan"** means a document developed by Friendly Academy Nurse, in consultation with a student's parent and other appropriate medical professionals, that is consistent with the recommendations of the student's health care providers, that describes procedural guidelines that provide specific directions about what to do in a particular emergency situations, and that is signed by the parent or guardian and Friendly Academy Nurse, or the CEO or designee in the absence of Friendly Academy Nurse.

B. **"Individualized health care plan"** means a document developed by a school nurse, in consultation with a student's parent and other appropriate medical professionals who may be providing epilepsy or seizure disorder care to the student, that is consistent with the recommendations of the student's health care providers, that describes the health services needed by a student at school, and that is signed by the parent or guardian and Friendly Academy Nurse or the CEO or designee in the absence of Friendly Academy Nurse.
    a. If any parent of a student of Friendly Academy seeks epilepsy or seizure disorder care for the student, Friendly Academy Nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student.
    b. The parent of the student shall annually provide Friendly Academy written authorization for the provision of epilepsy or seizure disorder care to the student as described in the individualized plans.
    c. Friendly Academy Nurse shall update each student's individualized plan before the beginning of each school year and as necessary if there is a change in the health status of the student.
    d. Each individualized health care plan shall, and each individualized emergency health care plan may include, but not be limited to the following:
        i. A notice about the student's condition for all school employees who interact with the student;

        ii. Written orders from the student's physician or advanced practice nurse describing the epilepsy or seizure disorder care;

        iii. The symptoms of the epilepsy or seizure disorder for that particular student and recommended care;

        iv. Whether the student may fully participate in exercise and sports, and any contraindications to exercise or accommodations that shall be made for that particular student;

v. Accommodations for school trips, after-school activities, class parties, and other school-related activities;

vi. Information for such school employees about how to recognize and provide care for epilepsy and seizure disorders, epilepsy and seizure disorder first aid training, when to call for assistance, emergency contact information, and parent contact information;

vii. Medical and treatment issues that may affect the educational process of the student;

viii. The student's ability to manage, and the student's level of understanding of, the student's epilepsy or seizure disorder; and

ix. How to maintain communication with the student, the student's parent and health care team, Friendly Academy nurse or the CEO or designee in the absence of Friendly Academy nurse, and Friendly Academy employees.

x. Friendly Academy Nurse or CEOor designee in the absence of Friendly Academy Nurse shall obtain a release from the student's parent or guardian to authorize the sharing of medical information between the student's physician or advance practice nurse and other health care providers. Such release shall also authorize Friendly Academy Nurse, CEOor designee in the absence of Friendly Academy Nurse to share medical information with other school employees as necessary.

xi. Friendly Academy Nurse shall coordinate the provision of epilepsy and seizure disorder care at Friendly Academy.

xii. Friendly Academy Nurse shall provide mandatory training in the care of students with epilepsy and seizure disorders to all school employees every two years. . School employees trained shall include, but not be limited to, Such training shall include, but not be limited to, school employees working with school-sponsored programs outside of the regular school day, as provided in any student's individualized plan.

xiii. The training shall be an online or in-person course of instruction approved by the Department of Health and Senior Services.

Name and Pronoun Policy

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

SECTION 1. Definitions

A. **"Gender identity"** means a person's deeply held sense or psychological knowledge or his or her gender, regardless of the gender he or she was assigned at birth.
B. **"Transgender"** means people whose gender identity is different from the gender assigned to them at birth.
C. **"Gender Expression"** means the way a person expresses gender, such as clothing, hairstyles, activities, or mannerism.
D. **"Gender Nonconforming"** means the description of people whose gender expression differs from stereotypical expectations.

SECTION 2. Request to Change Name and Pronoun

A. Any student may initiate a request to change their name and/or pronouns that Friendly Academy uses to address them. If the student is under the age of 18, Friendly Academy administrator shall communicate with the parent(s) and/or guardian(s) of the student and seek permission for the student to make a change to their name and/or pronouns used by Friendly Academy.

B. If the student is over the age of 18, Friendly Academy shall use the name and/or pronouns the student requests. Friendly Academy administrator shall not seek parental and/or guardian permission to make such a change. In order to maintain the student's privacy, in communications with the student's parent(s) and/or guardian(s) Friendly Academy shall use the student's legal name and the pronouns corresponding to the student's gender assigned at birth, unless the student has given Friendly Academy permission to use the student's preferred name and/or pronouns.

SECTION 3. Official Records

A. Friendly Academy is required to maintain mandatory, permanent pupil records that include a student's legal name and legal gender. Friendly Academy shall change the legal name and legal gender of the student in the student's permanent pupil record upon receipt of documentation that such change has been made pursuant to a court order.

B. Friendly Academy shall also use a student's legal name and legal gender on any other documentation as required by law.

Special Education Records Policy

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

1. A student special education record is:
    a. an individualized education program (IEP), as such term is defined in 20 U.S.C. Section 1401, as amended;
    b. an individualized family service plan (IFSP), as such term is defined in 20 U.S.C. Section 1401, as amended; and
    c. a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, as amended.

2. A student special education record is a permanent record and Friendly Academy will maintain such a record as part of a student's cumulative scholastic record.

3. Notwithstanding any other policy, including a records retention policy, Friendly Academy will not destroy a student's most recent student special education record.

Records Retention Model Policy

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

Friendly Academy shall effectively maintain and manage its records, including all electronic records, in accordance with state and federal law. Friendly Academy is subject to the Missouri Records Retention Law and Local Record Retention Schedule for Public School Districts as provided by the Missouri Secretary of State.

For purposes of this policy, the term “record” is defined as any document, including in electronic format, which was made or received pursuant to law or in connection with the transaction of official business.

Comprehensive Emergency Operations Plan Policy

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

1. Friendly Academy shall adopt a comprehensive emergency operations plan to address:
    a. School safety, crises, and emergency operations;
    b. Prevention, preparation, operations, and follow-up;
    c. Collaboration with local law enforcement, providers of fire protection services, and emergency management; and
    d. Consideration of supporting mental health needs of all involved in a crisis.

2. The emergency operations plan shall be shared with local law enforcement, providers of fire protection services, and emergency management.

3. A physical security site assessment shall be conducted annually.

4. The Department of Elementary and Secondary Education will publish standards for emergency operations plans and annual physical security site assessment. Friendly Academy will review and adopt such standards to the extent such standards meet the needs of Friendly Academy.

Cardiac Emergency Response Policy[98]

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

This policy provides direction and detailed guidance for responding to a sudden cardiac arrest ("SCA") through a Cardiac Emergency Response Plan ("CERP"). This plan outlines Cardiac Emergency Response Teams ("CERTs"), AED maintenance and locations, CERP protocol and related staff training/certification.

SECTION 1. Developing a Cardiac Emergency Response Team (CERT)

A. Designate one person as the Cardiac Emergency Response Team Coordinator who oversees CPR-AED program activities, training, education, and evaluation.
B. Appoint at least 10% of staff to participate in the CERT.
C. All individuals on CERT should have current CPR/AED training from a nationally recognized organization.
D. Designate individuals to promptly call 9-1-1 and direct EMS to the location

SECTION 2. Automated External Defibrillators (AEDs) – Placement, Installation and Maintenance

A. Minimum recommended number of AEDs for Friendly Academy include inside the building and outside the building:
    a. *Inside the building* – The number of AEDs shall be sufficient to enable a person to retrieve an AED and deliver it to any location within the building, ideally within 3 minutes of being notified of a possible cardiac emergency. AED should be clearly marked in a backpack or hard case.
    b. *Outside the building* (e.g., on school grounds, venues, or athletic fields) – The number of AEDs, either stationary or in the possession of an on-site athletic trainer, coach, or other qualified person, shall be sufficient to enable the delivery of an AED to any location outside of the building including any venue, athletic field, or school grounds, ideally within 3 minutes of being notified of a possible cardiac emergency. AED should be clearly marked in a backpack or hard case.
B. Regularly check and maintain each AED in accordance with the AED's operating manual and maintain a log of the maintenance activity including periods of time where the building or location will not be used for long periods of time, such as summer months when school is not in session or community locations only opened at certain times of the year.
C. CERT coordinator should set up a process for verifying and tracking equipment readiness and maintenance.
D. Additional Resuscitation Equipment: A resuscitation kit shall be connected to the AED carry case. The kit shall contain latex-free gloves, razor, scissors, towel, antiseptic wipes, a

[98] *NOTE*: Please consider reviewing further resources and best practices at https://projectadam.com/Heart-safe-schools.

CPR barrier mask, and consider an extra set of AED pads. Consider storing other medical equipment with the AED or kit such as Naloxone and Epinephrine autoinjector.

E. AEDs should not be locked in an office. It should be stored in a location that is always easily and quickly accessible.
F. AEDs shall be accessible for responding to a cardiac emergency during day and night activities (e.g., sports activities) and after-hours activities (e.g., after-school activities) in accordance with this CERP.
G. Each AED should have one set of AED pads with the device.
H. Signage: All AEDs should have clear AED signage to be easily identified. These should be visible from the normal path of travel. A projecting (three-dimensional) universal AED sign shall be installed above cabinet or bracket/wall rack clearly marking the location of AED(s).
I. Remove warning "for professional use only" on AED cabinets as AEDs provide instructions for use.
J. Locations of the AEDs are to be listed in the CERP Protocol with Building Location Information, AED locations, and Maps.

SECTION 3. Communication of CERP Protocol

A. The CERP Protocol should be posted in places such as (but not limited to):
    a. In each classroom, cafeteria, restroom, health room, break room and in all offices or other occupied spaces.
    b. Adjacent to each AED.
    c. Adjacent to each public telephone.
    d. In the gym, near the swimming pool, and in all other indoor locations where athletic activities take place.
    e. At other strategic locations, including outdoor physical education and athletic venues and facilities.
    f. Attached to all portable AEDs.

B. The CERP protocol should be distributed to:
    a. All staff and administrators at the start of each year (or school year), with updates distributed as made. In workplace and recreation centers, the CERP protocol should be made available annually and when updates are made.
    b. All staff should be educated on the CERP protocol in their school yearly.
    c. All staff should be educated on recognizing the signs of a cardiac emergency that is or may become a SCA, how to activate a response, location of AEDs, and ideally have an introduction to at least hands-only CPR and AED use.
    d. New staff members should receive the CERP protocol in their orientation materials.

SECTION 4. Training in Cardiopulmonary Resuscitation (CPR) and AED Use

A. Staff training
    a. The CERT team and at least ten percent of the staff staff should be trained in cardiopulmonary resuscitation (CPR) and in the use of an AED. Training shall be renewed at least every two years.

b. Friendly Academy or organization should designate the person responsible for coordinating staff training and the medical contact for AEDs, if available.
c. Training may be traditional classroom, on-line, or blended instruction but should include cognitive learning, hands-on practice, and testing.
d. All staff and appropriate volunteers, regardless of if they are a CERT member, should receive annual training on SCA and understand how to recognize a cardiac arrest, how to initiate the response team, and where the AEDs in the building are located.
e. Include as many other people as possible (staff, faculty, coaches, volunteers, students, parents, etc.) who can receive additional CPR/AED education and awareness of the plan.

SECTION 5. Local Emergency Medical Services (EMS) Integration with Friendly Academy Plan

A. Provide a copy of this Cardiac Emergency Response Plan to local emergency response and dispatch agencies (e.g., the 9-1-1 response system), which may include local police and fire departments and local EMS.
B. The development and implementation of the CERP shall be coordinated with the local EMS Agency, organization safety officials, on-site first responders, administrators, organizational leadership, athletic trainers, school nurses, and other members of Friendly Academy or community medical team.
C. Work with local emergency response agencies to 1) coordinate this Plan with the local emergency response system and 2) to inform local emergency response system of the number and location of on-site AEDs.

SECTION 6. Conduct Practice Drills

A. Please refer to the 'Cardiac Emergency Drills' section on the Project ADAM website for more information.
B. Cardiac Emergency Response Drills are an essential component of this Plan. The Friendly Academy should perform at least one successful drill each year (two or more are recommended) with the participation of staff, safety officials and other targeted responders. A successful Cardiac Emergency Response Drill is defined as full and successful completion of the Drill in 5 minutes or less. One drill may include a tabletop exercise with all the staff and CERP members present.

SECTION 7. Annual Review and Evaluation of the Plan

A. Conduct an annual internal review of the Cardiac Emergency Response Plan (CERP) for schools. The annual review should focus on ways to improve the response process, to include:
    a. A *post-event review* following an event. This includes review of existing documentation for any identified cardiac emergency that occurred at the location or at any sanctioned function. There should be a designated person responsible for establishing the documentation process.
B. Post-event documentation and action shall include the following:
    a. A contact list of individuals to be notified in case of a cardiac emergency.

b. Determine the procedures for the release of information regarding cardiac emergencies.
c. Date, time, and location of the cardiac emergency and the steps taken to respond to the cardiac emergency.
d. The identification of the person(s) who responded to the emergency.
e. The outcome of the cardiac emergency. This shall include but not be limited to a summary of the presumed medical condition of the person who experienced the cardiac emergency to the extent that the information is publicly available. Personal identifiers should not be collected unless the information is publicly available.
f. An evaluation of whether the CERP and CERP Protocol was sufficient to enable an appropriate response to the specific cardiac emergency. The review shall include recommendations for improvements to the CERP and CERP Protocol and in its implementation if the plan was not optimally suited for the specific incident. The post-event review may include discussions with medical personnel (ideally through Friendly Academy's medical counsel) to help in the debriefing process and to address any concerns regarding on-site medical management and coordination.
g. An evaluation of the debriefing process for responders and post-event support. This shall include the identification of aftercare services including crisis counselors and/or other local resources.
h. A review of the documentation for all Cardiac Emergency Response Drills performed during the year. Consider pre-established Drill report forms to be completed by all responders.
i. A determination, at least annually, as to whether additions, changes or modifications to the Plan are needed. Reasons for a change in the Plan may result from a change in established guidelines, an internal review following an actual cardiac emergency, or from changes in facilities, equipment, processes, technology, administration, or personnel.
j. After an actual emergency event occurs, you may need assistance in downloading and storing information from the AED to aid in the patient's continued medical care.
k. If the AED is taken with the patient or is removed from its cabinet, please place a sign about where the next closest one is located until there is an AED put back in the cabinet. Consider having a process or checklist for AEDs that have been used to verify all parts have been checked and replaced.

SECTION 8. Activation of Cardiac Emergency Response Team During an Identified Cardiac Emergency

A. Activate the Cardiac Emergency Response Team immediately when a cardiac emergency is suspected.
B. The Protocol for responding to a cardiac emergency should be posted and readily accessible to anyone.

Stop The Bleed Act Policy

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

Before the end of the 2025-2026 school year, Friendly Academy shall adopt the traumatic blood loss protocol developed by the Department of Elementary and Secondary Education. Upon adoption of this protocol, Friendly Academy shall post the protocol on its website.

Interactive Course Link: https://www.stopthebleed.org/get-trained/online-course/
Instructions:

- The interactive course is an online version of the classroom lecture. It teaches the same information but allows you to learn at your own pace through videos, activities, and quizzes.
- The ACS Stop the Bleed Interactive Course guides individuals through the three methods of bleeding control using video demonstrations, interactive learning, and spontaneous quizzes.
- This ACS Stop the Bleed Interactive Course is free to all students and can be taken multiple times to learn and refresh knowledge of the ACS Stop the Bleed Course.
- We recommend taking the course in incognito/private mode to minimize browser-related issues.

School Safety Coordinator Policy

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

1. Friendly Academy shall designate a primary and secondary school safety coordinator. Such coordinators shall have a thorough knowledge of all federal, state, and local school violence prevention programs and resources available to students, teachers, or staff in Friendly Academy.

2. Friendly Academy safety coordinators and other designated personnel, as necessary, shall complete the following, within one year of being designated as coordinators:
    a. The Federal Emergency Management Administration's IS-100.C: Introduction to the Incident Command System, ICS 100, or its successor course and The Federal Emergency Management Administration's IS-200: Basic Incident Command System for Initial Response, ICS-200, or its successor course; or
    b. The Incident Command System for Schools course provided by the Missouri School Boards' Association's Center for Education Safety, or its successor course created by CES to replace the ICS for Schools course.

Anti-Intruder Lock Policy[99]

The Governing Board of Friendly Academy adopts the following policy effective on that date that the policy is adopted by the Board. (Compliance with this policy is not required until the MO legislature appropriates funds).

A. Definitions
    a. **"Anti-intruder door lock"**, a mechanical or 4 electronic door-locking mechanism on an interior door that is designed to keep an intruder from entering an interior room that shall:
        i. Be capable of
            1. Locking from inside or outside the room;
            2. Unlocking from outside the room with a key or other approved means; and
            3. Locking or unlocking from inside the room without the use of a key or special knowledge or effort; and
            4. Control access to the room
    b. **"Exterior door or entryway",** any location of normal ingress and egress into or out of a school building
    c. **"Interior door"**, an egress door from a classroom, office, or other occupied room that provides access to the interior of a building
    d. **"Master key box",** an exterior secure master key box that meets the standards prescribed under Underwriters Laboratories Standard 1037 for use by fire protection and law enforcement.

B. Each interior door of Friendly Academy shall be equipped with an anti-intruder lock.

C. Friendly Academy may be equipped with one or more master key boxes to contain the necessary keys and access tools for fire protection and law enforcement agencies to gain access to exterior or interior doors or entryways, including those equipped with an anti-intruder lock.

D. Before or in conjunction with installing such anti-intruder locks, Friendly Academy shall develop and implement school building access policies or practices that control access to individual classrooms, if such policies have not been implemented.

[99] *NOTE: This policy is only required subject to appropriation by the General Assembly. Except that, any door installed after August 28, 2029 shall be equipped with an anti-intruder door lock.

Electronic Communication Device Policy

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

1. No student may display or use an electronic personal communications device from the beginning of Friendly Academy day until the end of Friendly Academy day, including, but not limited to, instructional time, meal time, breaks, time between classes, and during study halls.

2. Notwithstanding the general prohibition, a student may display and use an electronic personal communications device only when such display and use is necessary to comply with:
    a. An individualized education program ("IEP");
    b. A 504 plan
    c. An individualized emergency health care plan or individualized health care plan;
    d. The Americans with Disabilities Act;
    e. The federal Civil Rights Act of 1964; or
    f. The federal Equal Educational Opportunities Act of 1974 regarding English language learners.

3. Notwithstanding the general prohibition, a student may use a device as follows:
    a. In the case of an emergency. An emergency means a serious, unexpected, and dangerous situation, including, but not limited to: active fire, active tornado or earthquake, active shooter, evacuation of school grounds, medical emergency, or other serious, unexpected, and dangerous situation that requires immediate action and is otherwise identified in Friendly Academy's policies as an emergency; or
    b. When directed to use such device for an educational purpose with authorization as directed by established school policy.

4. A student shall receive a write-up for each time an electronic personal communications device is displayed in violation of this policy. After three write-ups a student will receive detention.

5. This policy shall be published on Friendly Academy's website upon its adoption.

Student Enrollment Behavioral Threat Assessments And Personal Safety Plans Policy

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

1. If applicable, prior to enrolling a student, Friendly Academy shall request, from any such student's prior local educational agency, records of any behavioral threat assessments and personal safety plans for the student if the student is currently subject to an active personal safety plan or has been subject to a personal safety plan in the previous twelve months.

2. For purposes of this policy, the following terms mean:
    a. **"Behavioral threat assessment",** records associated with an evaluation of a student who has shown or demonstrated: (a) Homicidal or suicidal ideation; (b) Planning an attack on a school, other students, faculty, staff, or administration; or (c) Behavior that puts students, faculty, staff, or administration at risk for harm;

    b. **"Personal safety plan",** an agreement based upon the findings of the behavioral threat assessment record between Friendly Academy and the students' parents or guardians, or between Friendly Academy and the student if the student is emancipated or an unaccompanied youth as defined in section 210.121, that: (a) Stipulates rules for attendance at Friendly Academy; (b) Provides benchmarks that allow for the student to be released from the personal safety plan over time; and (c) Provides immediate access to a trusted adult for the student with the personal safety plan.

Zero Tolerance Disciplinary Policy

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

Friendly Academy shall not implement, utilize, or otherwise any zero-tolerance disciplinary policy or practice of discipline that results in an automatic disciplinary consequence against a pupil without the discretion to modify such disciplinary consequence on a case-by-case basis, such as automatic detention, suspension, or expulsion or the automatic imposition of other disciplinary measures.

Activity And Event Participation of Non-Students Policy

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

A. A student who is receiving instruction at a Family Paced Education ("FPE") school, home school, or virtual school as a full-time equivalent student shall be allowed the opportunity to try-out for (if applicable) or to participate in any event or activity offered by [charter school] in accordance with the following conditions:
    a. The student provides proof of residency within the boundaries of Friendly Academy district within which [charter school] sits;
    b. If participating in athletics, documentation of a physical, including details on any underlying conditions relevant to such participation;
    c. The student shall adhere to the same behavior, responsibility, performance, and code of conduct standards directly related to the event or activity as those students enrolled in [charter school]; and
    d. The student shall fulfill the same financial requirements as those required of students enrolled in Friendly Academy.
B. If such student requests to participate in a fine arts activity, such student shall be required to participate in and complete any integral components of instruction provided during a course held during Friendly Academy day, if applicable.
C. If such student requests to participate in a career or technical student organization, such student shall be required to participate in any applied learning and engagement which are integral components of instructions for an approved career and technical education program in Missouri, if applicable.
D. If such student requests to participate in an integrated cocurricular activity, such student shall be required to participate in any appropriate coursework and preparation of the related activities during Friendly Academy day, if applicable.
E. If a student whose academic performance or disciplinary status would preclude such student from eligibility to participate in any extracurricular event or activity at [charter school] disenrolls from [charter school] in order to receive instruction at an FPE school, home school, or virtual school as a full-time equivalent student, such student shall not be eligible to participate in any event or activity at [charter school] for twelve months from the date of disenrollment.
F. Any records created or retained pursuant to this policy shall not be disclosed unless required by federal or state law.
G. For purposes of this policy, the following terms mean:
    a. **Athletics,** "any interscholastic athletic games, contests, programs, activities, exhibitions, or other similar competitions for students;
    b. **"Event or activity",** athletics, fine arts activities, integrated cocurricular activities, or other extracurricular occurrences directly related to such athletics, fine arts activities, or integrated cocurricular activities that are sponsored, organized, or provided for students by [charter school];
    c. **"FPE school",** a school, whether incorporated or unincorporated that: (1) has its primary purpose the provision of private or religious-based instruction; enrolls children between the ages of seven years and the compulsory attendance age for

Friendly Academy district in which the FPE school is located, of which no more than four are unrelated by affinity or consanguinity in the third degree; does not charge or receive consideration in the form of tuition, fees, or other remuneration in a genuine and fair exchange for provision of instruction; and may enroll children who participate in the Missouri Empowerment Scholarships Account Program;

d. **"Full-time equivalent",** a student who is enrolled in the instructional equivalent of six credits per regular term;

e. **"Home school",** a school, whether incorporated or unincorporated that: (1) has its primary purpose the provision of private or religious-based instruction; enrolls children between the ages of seven years and the compulsory attendance age for Friendly Academy district in which the home school is located, of which no more than four are unrelated by affinity or consanguinity in the third degree; does not charge or receive consideration in the form of tuition, fees, or other remuneration in a genuine and fair exchange for provision of instruction; does not enroll children who participate in the Missouri Empowerment Scholarships Account Program; and is not an FPE school;

f. **"Integrated cocurricular activities",** activities that are outside of the regular school curriculum but complement and supplement such curriculum.

Bus Driver Background Check Policy

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

A criminal background check shall be conducted for all school bus drivers and drivers of other vehicles owned by Friendly Academy or operated under contract with Friendly Academy and used for the purpose of transporting school children.

It shall be the responsibility of Friendly Academy to conduct the background check for all drivers employed by Friendly Academy.

It shall be the responsibility of the transportation company to conduct the background check for all drivers employed or contracted by the transportation company.

CROWN Act Policy

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

1. No person shall be discriminated against based on the person's hair texture or protective hairstyle, if that protective hairstyle or texture is commonly associated with a particular race or origin.

2. Friendly Academy may require the use of hair nets or coverings or may require that hair be secured for safety purposes in any career and technical training course or class to comply with safety regulations and standards of the course or class throughout the duration of the course or class.

SECTION 5:
EDUCATIONAL INSTRUCTION

Reading Instruction Model Policy[100]

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

Friendly Academy 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.

[100] Op., App. Z.

Human Sexuality And Sexually Transmitted Diseases Instruction Model Policy[101]

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

SECTION 1.

Any course materials and instruction relating to human sexuality and sexually transmitted diseases shall be medically and factually accurate and shall:

1. Present abstinence from sexual activity as the preferred choice of behavior in relation to all sexual activity for unmarried pupils because it is the only method that is one hundred percent effective in preventing pregnancy, sexually transmitted diseases, and the emotional trauma associated with adolescent sexual activity, and advise students that teenage sexual activity places them at a higher risk of dropping out of school because of the consequences of sexually transmitted diseases and unplanned pregnancy;

2. Stress that sexually transmitted diseases are serious, possible, health hazards of sexual activity. Pupils shall be provided with the latest medical information regarding exposure to human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), human papilloma virus, hepatitis, and other sexually transmitted diseases;

3. Present students with the latest medically factual information regarding both the possible side effects and health benefits of all forms of contraception, including the success and failure rates for the prevention of pregnancy and sexually transmitted diseases; or shall present students with information on contraceptives and pregnancy in a manner consistent with the provisions of the federal abstinence education law, 42 U.S.C. Section 710;

4. Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual activity and the consequences of adolescent pregnancy, as well as the advantages of adoption, including the adoption of special needs children, and the processes involved in making an adoption plan;

5. Teach skills of conflict management, personal responsibility, and positive self-esteem through discussion and role-playing at appropriate grade levels to emphasize that the pupil has the power to control personal behavior. Pupils shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations, such as respect for one's self and others. Pupils shall be taught not to make unwanted physical and verbal sexual advances or otherwise exploit another person. Pupils shall be taught to resist unwanted sexual advances and other negative peer pressure;

[101] § 170.015, RSMo.

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 among friends; and

9. Teach pupils about sexual harassment, sexual violence, and consent:
    a. **"Consent"** means a freely given agreement to the conduct at issue by a competent person. An expression of lack of consent through words or conduct means there is no consent. Lack of verbal or physical resistance or submission resulting from the use of force, threat of force, or placing another person in fear does not constitute consent. A current or previous dating or social or sexual relationship by itself or the manner of dress of the person involved with the accused in the conduct at issue shall not constitute consent;
    b. **"Sexual Harassment"** means uninvited and unwelcome verbal or physical behavior of a sexual nature especially by a person in authority toward a subordinate;
    c. **"Sexual Violence"** means causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without that person's consent.

SECTION 2.

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

SECTION 3.

Friendly Academy shall notify the parent or legal guardian of each student enrolled in Friendly Academy of:

1. The basic content of Friendly Academy's human sexuality instruction to be provided to the student; and

2. The parent's right to remove the student from any part of Friendly Academy's human sexuality instruction.

3. All curriculum materials used in the human sexuality instruction shall be available for public inspection pursuant to chapter 610 prior to the use of such materials in actual

4. Friendly Academy 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.

Grading and Reporting Policy[102]

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

SECTION 1. Grading.

SECTION 1.1. The CEO or his/her designee shall be responsible for developing a grading scale which comports with Friendly Academy's instructional philosophy, curriculum, and state mandates.

SECTION 1.2. Teachers shall use a variety of methods to assess student progress.

SECTION 2. Reporting Student Progress.

SECTION 2.1. A report card will go home every semester.

SECTION 2.2. The report card shall provide accurate reporting of student progress against academic and other standards based on qualitative and quantitative evidence collected on classroom work, projects, tests, quizzes, performance based tasks, observations, and other evidence.

SECTION 2.3. Cumulative grades shall be transferred to students' individual permanent school record and report cards and permanent records shall be maintained in the student's files according to the adopted records retention schedule.

SECTION 2.4. Teachers are expected to maintain regular communications with parents/guardians by providing timely return of graded classwork and convening informative student conferences.

[102] Op., App. CC.

Fieldtrips and Enrichment Activities Policy[103]

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

SECTION 1. Fieldtrips and Enrichment Activities.

SECTION 1.1 All field trips and enrichment activities should be a cooperative activity involving teachers, pupils, administrators, and parents. Trips/activities should be carefully planned for timely implementation as part of the instructional, co-curricular, or extracurricular programs of Friendly Academy.

SECTION 1.2. The CEO or his/her designee has the responsibility of developing a field trip and enrichment activity manual. This handbook furnishes guidelines for field trips and enrichment activities including planning information, parental permission forms, solicitation letters, and approved categorized lists of recommended field trips/activities. The handbook is to be revised and approved annually when necessary.

SECTION 1.3. Annual field trip plans for school day instructional trips should be developed by each teacher early in Friendly Academy year and submitted to the CEO or his/her designee.

SECTION 2. Board Notification.

The CEO shall inform the Board of approaching field trips that are overnight or out-of-state.

SECTION 3. Documentation.

Appropriate parental permission forms must be received and kept on file for students to participate in any field trip.

SECTION 4. Unauthorized Fieldtrips.

Unless approved by the Administrator(s), trips organized by teachers in conjunction with parents or other non-school organizations to any destinations during holiday periods (for example, Summer, Thanksgiving, Winter Break, Spring Break) will not be recognized by the Governing Board as approved field trips. The Governing Board assumes no liability for such trips. The use of school staff during the regular work day, school facilities, and school supplies for planning such trips is prohibited. The recruitment of students for such trips, or communicating information related to such trips should not occur on school property.

[103] Op., App. GG.

Services for Students with Disabilities Policy[104]

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

Friendly Academy does not have a general curriculum for students with disabilities. Instead, it is the policy of Friendly Academy to develop an individualized educational program (IEP) for each 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, Friendly Academys IEPs will address the extent to which each student's disability affects his/her ability to access Friendly Academy's general curriculum and what modifications, accommodations, and supplementary aids and services, if appropriate, are necessary to provide for such access. Each 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.

Friendly Academy will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, 162.670-.995, RSMo., and Missouri's State Plan for Part B.

If a student has had his/her curriculum substantially altered or modified pursuant to an IEP, 504 Plan, and/or in connection with a plan of homebound instruction so that the academic requirements (including but not limited to the requirements for achieving a specific letter or numerical grade) for one or more courses have been significantly reduced as compared to the regular course or courses, the IEP team or 504 team (or in the case of a student receiving homebound instruction who is not covered by an IEP or 504 Plan), the CEO, Academic Dean, and classroom teacher(s) for such course(s) shall determine whether the student shall be included in the computation of class rank. Students who are not included in the class ranking shall still receive a cumulative grade point average (G.P.A.) and shall be eligible for the honor roll.

[104] Op., App. RR.

Instruction for Students with Disabilities Policy[105]

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

It is the policy of Friendly Academy 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.

Friendly Academywill provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, sections 162.670-.995, RSMo., and Missouri's State Plan for Part B.

[105] Op., App. SS.

Instruction for At-Risk Students Policy[106]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1.

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

SECTION 2.

Friendly Academy 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 Friendly Academy subsequent to their ninth grade year, who are at risk of not being ready for college-level work or for entry-level career positions.

SECTION 3.

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

[106] Op., App. TT.

Dyslexia Screening Policy[107]

The Board of Friendly Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1.

Friendly Academy shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines.

SECTION 2.

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

SECTION 3.

Friendly Academy shall offer all of its teachers two hours of training on dyslexia and related disorders. Friendly Academy 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 contract hours of professional development.

[107] Op., App. WW.

English Language Learners (ELL) Policy[108]

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

DESE and LEAs share an obligation to ensure that their English Language Learner (ELL) programs and activities comply with the civil rights laws and applicable grant requirements. Title VI prohibits recipients of Federal financial assistance, including DESE and LEAs, from discriminating on the basis of race, color, or national origin. Title VI's prohibition on national origin discrimination requires DESE and LEAs to take "affirmative steps" to address language barriers so that ELL students may participate meaningfully in schools' educational programs.

SECTION 1. Definitions

The term "**Limited English Proficient**," (LEP) when used with respect to an individual, means an individual —

A. who is aged 3 through 21;
B. who is enrolled or preparing to enroll in an elementary school or secondary school;
C. who was not born in the United States or whose native language is a language other than English;
D. who is a Native American or Alaska Native, or a native resident of the outlying areas; and
E. who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
F. 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
G. whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual —
    a. the ability to meet the State's proficient level of achievement on State assessments described in section 1111(b)(3);
    b. the ability to successfully achieve in classrooms where the language of instruction is English; or
    c. the opportunity to participate fully in society.

"**English for Speakers of Other Languages**" (ESOL) are programs that teach language skills to students from non-English-speaking backgrounds.

"**English Language Learners**" (ELLs) are speakers of other languages who are in the process of learning English. This abbreviation may be used to indicate LEP students.

A "**migratory**" child is defined as a child who is, or whose parent or spouse is, a migratory agricultural worker (including migratory dairy workers and migratory fishers). In order to obtain temporary or seasonal employment in agricultural or fishing work during the preceding 36 months (or to accompany a parent or spouse for such a purpose), a migratory child is someone:

[108] Op., App. YY.

A. who has moved from one school district to another
B. who has moved from one administrative area to another in a state that is comprised of a single school district
C. who resides in a school district of more than 15,000 square miles and who migrates a distance of 20 miles or more to a temporary residence in order to engage in fishing activities.

The LEA's coordinator for ELL programs is the _____ (Title of Person).

The Board directs the ELL coordinator to develop and implement language instruction programs that:

1. Identify English Language Learner (ELL) students through the use of a home language survey OR by including home language questions on Friendly Academy enrollment form. The same assessment methods must be used on all students. If using an enrollment form, the questions should include at least the following:

   Do you use a language other than English?

   Is a language other than English used at home?

   The _____ (school supervisor title) will develop procedures to ensure that all new and currently enrolled students complete the home language survey or an annual enrollment form, as applicable.

2. Assess for English proficiency any student who indicates the use of a language other than English, using a DESE-approved assessment instrument.
3. Determine the appropriate instructional environment for ELL students.

   LEAs are responsible for providing an English language instruction educational program that increases the English proficiency and academic performance of all ELL students. The curriculum used must be tied to scientifically based research on teaching ELL students and must have demonstrated effectiveness.

4. Annually assess the English proficiency of ELL students and monitor the progress of students receiving English for Speakers of Other Languages (ESOL) or bilingual instruction in order to determine their readiness for classrooms not tailored to ELL students.
5. Provide parents with notice of and information regarding the English language instruction educational program as required by law. To the extent practicable, the notice and information should be in a language that the parent can understand. Parental involvement will be encouraged and parents will be regularly apprised of their child's progress.

Missouri Course Access and Virtual School Program Policy[109]

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

SECTION 1. Course Access and Virtual School Enrollment

As required by Missouri statute, any student under the age of twenty-one in grades kindergarten through twelve shall be allowed to enroll in Missouri course access and virtual school program courses of his or her choice as part of the student's annual course load each year or a full-time virtual school option.

SECTION 2. Costs

Friendly Academy 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

Friendly Academy approves the student's enrollment in a Missouri course access and virtual school program course or courses. If Friendly Academy disapproves the student's enrollment, Friendly Academy shall provide the reason in writing and it shall be for "good cause." “Good cause” is a determination that doing so is not in the best educational interest of the student and shall be consistent with the determination that would be made for such course requested under the process by which a student would enroll in a similar course offered by Friendly Academy, except that the determination may consider the suitability of virtual courses for the student based on prior participation in virtual courses by the student. An appeal shall be considered under a policy that is substantially similar to the typical process by which appeals would be considered for a student seeking to enroll in courses offered by Friendly Academy seeking to enroll in courses offered by Friendly Academy. [*Note: Friendly Academy can use the same appeal process as long as it is tailored for considerations regarding virtual school as described in this policy.].

SECTION 3. Notice of Right to Participate

Friendly Academy shall inform parents of their child's right to participate in the Missouri course access and virtual school program. There shall be information available in the parent handbook, registration documents, and on Friendly Academy's website.

SECTION 4. Payment to Content Provider

Friendly Academy shall pay the content provider directly on a pro rata monthly basis based on the student's completion of assignments and assessments. Friendly Academy 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

[109] Op., App. CCC.

year for any single, year-long course and nor more than seven percent of the state adequacy target for any single semester equivalent course.

SECTION 5. A+ Students

If a student is a candidate for A+ tuition reimbursement, Friendly Academy shall attribute no less than ninety-five percent attendance to any such student has who completed a virtual course.

SECTION 6. Transfer Students

Pursuant to rules to be promulgated by the department of elementary and secondary education, Friendly Academy shall allow the following:

If a student transfers into Friendly Academy 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 Friendly Academy, credits previously gained through successful passage of approved courses under the Missouri course access and virtual school program shall be accepted by Friendly Academy.

SECTION 7. Monitoring Student Progress

Friendly Academy 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. Friendly Academy 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.

Friendly Academy 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

Academic and Career Counseling Program Policy[110]

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

A school that is a local educational authority may establish an academic and career counseling program. This program must be established in cooperation with parents and the local community to meet the needs of the students in the community. Friendly Academy may use the Missouri comprehensive school counseling program as a resource for developing their program.

[110] Op., App.DDD.

Braille Instruction Policy[111]

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

SECTION 1. Definitions

- **"Accessible assistive technology device"**, an assistive technology device, as defined in 20 U.S.C. Section 1401, as amended, that provides blind or visually impaired students the benefits of an educational program in an equally effective and integrated manner as that provided to nondisabled students;

- **"Adequate instruction"**, the quality teaching of blind or visually impaired students, as it pertains to general education and necessary blindness skills, in alignment with the U.S. Department of Education's definition of free appropriate public education, as defined in 20 U.S.C. Section 1401, as amended;

- **"Blind or visually impaired student"**: A child who: (i) Has an individualized education program (IEP) or an individualized family service plan (IFSP), as such terms are defined in 20 U.S.C. Section 1401, as amended, or a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended; and (ii) Is identified as having the disability of visual impairment (including blindness) within the definition of child with a disability in 20 U.S.C. Section 1401, as amended; OR An individual who is deaf-blind under the federal Individuals with Disabilities Education Act (IDEA), as amended, or other federal law;

- **"Braille"**, the system of reading and writing through touch;

- **"Expanded core curriculum"**, a disability-specific curriculum that compensates for vision loss, is foundational to all other learning, and that covers the nine essential areas of compensatory access, sensory efficiency, assistive technology, orientation and mobility, social interaction, recreation and leisure, independent living, self-determination, and career education;

- **"Grade level instruction"**, instruction that aligns with state-designated content standards and curricula for students of the same age or level of maturity, based on the development of intellectual, emotional, physical, and behavioral capacity that is typical for the student's age or age group;

- **"Local educational agency"** or **"LEA"**, the same definition as in 20 U.S.C. Section 1401, as amended;

[111] Op., App. EEE.

- **"Nonvisual access"**, the ability of a blind or visually impaired student to use all functions of a device, without using the student's vision, in an equally effective, equally integrated manner and with equivalent ease of use as the student's sighted peers;

- **"Nonvisual skills"**, skills that are taught in such a way that the student does not need to use any vision;

- **"State educational agency"**, the same definition as in 20 U.S.C. Section 1401, as amended;

- **"Technology-mediated learning environments and methods"**, the settings in which electronic and information technology including, but not limited to, the following is used:

    - Computer-based applications and simulations;

    - Personal and mobile computing devices such as smartphones or tablets;

    - Web-based platforms;

    - Online or distance-learning programs;

    - Video games; and

    - Exhibits or installations that feature digital media, wearable technology, or other tools that support participants' engagement with new knowledge, skills, or practices;

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

SECTION 2. Braille Instructio

1. Each blind or visually impaired student shall receive instruction in Braille reading and writing as part of such student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media including, but not limited to, an evaluation of the student's needs for instruction in Braille or the use of Braille, that instruction in Braille or the use of Braille is not appropriate. No blind or visually impaired student shall be denied instruction in Braille reading and writing solely because the student has some vision. During the evaluation and IEP process, consideration shall be given regarding appropriate Braille instruction based on a potential vision loss due to a degenerative medical diagnosis.

2. In conjunction with the U.S. Department of Education's Braille presumption requirement in the federal Individuals with Disabilities Education Act (IDEA), as amended, instruction in Braille reading and writing shall be sufficient to enable each blind or visually impaired student to communicate effectively and efficiently at a level commensurate with the student's same age and with the student's nondisabled peers of comparable intellectual

ability. The blind or visually impaired student's individualized education program (IEP) or individualized family support plan (IFSP) shall specify:

a. The results obtained from an evaluation of the blind or visually impaired student's reading and writing skills, needs, and appropriate reading and writing media including, but not limited to, an evaluation of the blind or visually impaired student's needs for instruction in Braille or the use of Braille including, but not limited to, consideration regarding appropriate Braille instruction based on a potential vision loss due to a degenerative medical diagnosis;
b. How Braille will be implemented, if needed as determined by the IEP team, as a primary mode for learning through integration with other classroom activities;
c. The length of the period of instruction and the frequency and duration of each instructional session as determined by the IEP team, which shall, as closely as appropriate based on individual needs, be identical to the level of instruction provided to nondisabled peers; and
d. The level of competency in Braille reading and writing to be achieved by the end of the period.

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

4. In conjunction with academic achievement and functional performance requirements of 34 CFR 300.320(a)(2)(i), as amended, instruction in expanded core curriculum shall be provided to blind or visually impaired students to support progress in the general education curriculum.

SECTION 3. Instruction In Assistive Technology

1. Each blind or visually impaired student shall receive instruction in assistive technology as part of the student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of a student's needs, that instruction in assistive technology is not appropriate. No student shall be denied instruction in assistive technology solely because the student has some vision.

2. In conjunction with accessible assistive technology requirements of the federal Individuals with Disabilities Education Act (IDEA) in 20 U.S.C. Section 1412(a)(12)(B)(i), as amended, the blind or visually impaired student shall receive grade-level instruction that will equip the blind or visually impaired student with the appropriate technology-mediated learning environments and methods to perform on the same level of proficiency expected of peers of comparable intellectual ability and grade level. The blind or visually impaired student's IEP or IFSP shall specify:

a. The results obtained from an assessment of the blind or visually impaired student's skills, needs, and appropriate accessible assistive technology including, but not limited to, an evaluation of the future needs for accessible assistive technology training or the use of accessible assistive technology;

b. How accessible assistive technology will be implemented as a primary mode for learning through integration with other classroom activities;

c. The frequency and duration of each instructional session;

d. The level of mastery of the accessible assistive technology specified by the blind or visually impaired student's assessment to be achieved by the end of the period; and

e. Acknowledgment that either:

i. The blind or visually impaired student may transport the accessible assistive technology to and from school without the need for payment, family assumption of liability for loss or damage, or any other cost to the blind or visually impaired student or the family; or

ii. If the accessible assistive technology remains at school, the LEA will provide duplicate accessible assistive technology in the blind or visually impaired student's home without requiring payment, family assumption of liability for loss or damage, or any other cost to the blind or visually impaired student or the family.

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

SECTION 4. Instruction in Orientation and Mobility

1. Each blind or visually impaired student shall receive instruction in orientation and mobility as part of the student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of a student's needs, that instruction in orientation and mobility is not appropriate. No student shall be denied instruction in orientation and mobility solely because the student has some vision.

2. In conjunction with orientation and mobility services requirements of 34 CFR 300.34(c)(7), as amended, blind or visually impaired students shall receive orientation and mobility instruction to equip each blind or visually impaired student with the age-appropriate tools, techniques, and nonvisual skills to navigate in and around the student's home, schools, communities, and other environments as applicable, and as expected of peers of comparable intellectual ability and grade level. The blind or visually impaired student's IEP or IFSP shall specify:

a. The results obtained from an evaluation of the blind or visually impaired student's orientation and mobility needs including, but not limited to, an evaluation of the blind or visually impaired student's future needs for instruction in orientation and mobility;

b. How orientation and mobility will be integrated into the home, school, and community;

c. The date on which orientation and mobility instruction will commence;

d. The frequency and duration of each instructional session; and

e. The level of mastery of orientation and mobility skills to be achieved by the end of the period.

3. Orientation and mobility equipment, accommodations, and modifications shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

4. An orientation and mobility evaluation shall be conducted by a person who is appropriately certified by the National Blindness Professional Certification Board (NBPCB) with a National Orientation and Mobility Certification (NOMC), or through the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) as a Certified Orientation and Mobility Specialist (COMS), or who holds a nationally recognized certification related to orientation and mobility.

5. The orientation and mobility evaluations described in subdivision (4) of this subsection shall occur in familiar and unfamiliar environments, during the daytime and nighttime, and around the home, school, and community as determined age appropriate by the blind or visually impaired student's IEP or IFSP.

Agriculture or Career and Technical Course Policy

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

Section 1. Agriculture or Career and Technical Course Substitution

Section 1.1 In accordance with applicable laws and regulations, Friendly Academy shall allow a student to fulfill one unit of academic credit with a school approved agriculture or career and technical education course.

Section 1.2. An agriculture or career and technical education course may be substituted for any communication arts, mathematics, science, or social studies unit required for high school graduation in any combination up to fulfilling one requirement in each of the four subject areas.

Section 1.3. The substitute may not be made where the course for which the agriculture or career and technical education course is being substitute requires and end-of- course statewide assessment.

Physiology Textbook Policy

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

Section 1. Physiology Textbook

Section 1.1. Friendly Academy shall use a physiology textbook that contains at one or more chapters on dental hygiene.

Section 1.2. The chapter(s) on dental hygiene shall convey the proper knowledge to students on the care, function, and relation of the teeth to the general health.

Reading Success Plan Policy

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

A. Friendly Academy shall adopt and have on file a policy for reading success plans.

B. Friendly Academy shall provide all parents and guardians, including students who have a substantial deficiency in reading, with suggestions for regular parent-guided home reading.

Reading Instruction Act Policy

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

1. "Evidence-based reading instruction" includes practices that have been proven effective through evaluation of the outcomes for large numbers of students and are highly likely to be effective in improving reading if implemented with fidelity.

2. Friendly Academy shall establish reading programs for kindergarten through grade five based in scientific research.

3. Such reading programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension.

4. All new teachers who teach reading in kindergarten through grade five shall receive training in the areas required under the evidence based reading instruction program.

Reading Assessment Policy

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

A. Friendly Academy shall assess all students enrolled in kindergarten through grade three at the beginning and end of each school year for their level of reading or reading readiness on state-approved reading assessments. Friendly Academy shall also assess any newly enrolled student in grades one through five.

B. At the beginning of Friendly Academy year, Friendly Academy shall provide a reading success plan to any student who:
    a. Exhibits a substantial deficiency in reading which creates a barrier to the child's progress learning to read. The identification of such deficiency may be based upon the most recent assessments or teacher observation; or
    b. Has been identified as being at risk of dyslexia in the statewide dyslexia screening or has a formal diagnosis of dyslexia.

C. Friendly Academy shall provide annual written notification to the parent or guardian of any student in kindergarten through grade three who exhibits a substantial deficiency of the following:
    a. That the student has been identified as having a substantial deficiency in reading;
    b. A description of the services currently provided to the child; and
    c. A description of the proposed supplemental instructional services and supports that Friendly Academy will provide the student that are designed to remediate the identified area of reading deficiency. For any student who is identified as being at risk for dyslexia or has diagnosis of dyslexia, Friendly Academy shall provide an explanation that the instruction that will be used to teach the child reading will be explicit, systematic, and diagnostic, and based on phonological awareness, phonics, fluency, vocabulary, comprehension, morphology, syntax, and semantics.

D. If a student has a substantial reading deficiency at the end of third grade, Friendly Academy shall convene a meeting with the appropriate staff and the student's parent or guardian to discuss whether the student should be retained in grade level. This decision shall be based on all relevant factors including:
    a. The reading deficiency;
    b. The student's progress in other subject areas; and
    c. The student's overall intellectual, physical, emotional, and social development.

E. If a student is retained at the end of grade three, a specific plan of action shall be formulated to remedy the student's reading deficiency.

F. The reading success plan shall be provided as appropriate according to student need, free of charge, to remediate the identified areas of reading deficiency, including scientific, evidence-based reading instruction and other strategies. Such strategies may include, but are not limited to:
    a. Small group or individual instruction;
    b. Reduced teacher-student ratios;

c. More frequent progress monitoring;
d. Tutoring or mentoring;
e. Extended school day, week, or year; and
f. Summer reading programs.

G. For any student with a formal diagnosis of dyslexia or for a student who was found to be at risk of dyslexia in the statewide dyslexia screening, Friendly Academy shall provide evidence-based reading instruction that addresses phonology, sound-symbol association, syllable instruction, morphology, syntax, and semantics provided through systematic, cumulative, explicit, and diagnostic methods.

H. No less than four times a year, Friendly Academy shall notify the parent or guardian of academic or other progress being made by the student. This notification shall include any other information Friendly Academy wishes to provide the parent or guardian.

I. Friendly Academy shall provide all parents and guardians with a plan that includes suggestions for regular parent or guardian-guided home reading.

J. Friendly Academy shall provide intensive reading instruction to each kindergarten through grade five student who is assessed as exhibiting a substantial deficiency in reading. Such instruction shall also comply with the following criteria:
   a. The assessment shall measure phonemic awareness, phonics, fluency, vocabulary, and comprehension;
   b. Be provided during regular school hours;
   c. Provide a reading curriculum that meets the following requirements and specifications:
      i. Assists students assessed as exhibiting a substantial deficiency in reading to develop the skills to read at grade level;
      ii. Provides skill development in phonemic awareness, phonics, fluency, vocabulary, and comprehension;
      iii. Includes a scientifically based and reliable assessment;
      iv. Provides initial and ongoing analysis of each student's reading progress; and;
      v. Provides a curriculum in core academic subjects to assist the student in maintaining or meeting proficiency levels for the appropriate grade in all academic subjects.

K. Friendly Academy will provide a report to the Department of Elementary and Secondary Education regarding specific intensive reading interventions and supports Friendly Academy implemented as well as the reading assessment data collected for grades kindergarten through five.