



# Policy Manual

JUNE 2019

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## Mission

The mission of CWC Kansas City is to provide an excellent public education focused on developing and demonstrating understanding while building connections within a diverse community.

## Philosophy

CWC's work is undergirded by three philosophical foundations - Understanding, Connection, and Diversity - described below.

**Understanding.** Learning best occurs when students construct their own understandings, under the guidance of a teacher who offers varying levels of support, which are reflective of students' current abilities and needs. Our theory of learning is comprised of three building blocks: constructivism, gradual release of responsibility, and data-driven instruction.

**Connection.** CWC's academic model supports and depends upon connections with self, one's community, and the world. Our model supports this development through social emotional learning (SEL), which we believe to be as integral to an excellent education as traditional academic subjects and, moreover, is necessary for the world that we live in.

**Diversity.** We believe that the diversity of our communities, and of the world at large, is a great strength. Through targeted outreach and recruitment, our schools are intentionally designed to reflect their surrounding communities and the larger society in terms of race, ethnicity and socioeconomic status. By learning, interacting, and growing in a diverse setting, our students are preparing to thrive in the pluralistic society they will soon join.

# Governance Policies

## 1. Articles of Incorporation

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
CITIZENS OF THE WORLD CHARTER SCHOOLS - KANSAS CITY

- A. The undersigned corporation, for the purpose of amending and restating its articles of incorporation, hereby executes the following amended and restated articles of incorporation:
  - 1. The name of the corporation is Citizens of the World Charter Schools - Kansas City.
  - 2. This corporation is a public benefit corporation.
  - 3. The name and street address of the Registered Agent and Registered Office in Missouri is CT Corporation System, 120 South Central Avenue, Clayton, MO 63105.
  - 4. The sole member of the corporation shall be Citizens of the World Charter Schools, a California nonprofit public benefit corporation qualified to do business in Missouri. Except as otherwise provided by law, the member shall have the sole authority to amend these Articles of Incorporation and the bylaws of the corporation, and to appoint and remove the directors of the corporation at any time.
  - 5. The property of the corporation is irrevocably dedicated to educational and charitable purposes and no part of the net income or assets of the corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation, including but not limited to any distributions to the Missouri Department of Elementary and Secondary Education as may be required pursuant to section 160.405.1(17) of the Missouri Revised Statutes, shall be distributed to the sole member of the corporation if it is then organized and operated exclusively for educational and/or charitable purposes and is recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), or, if the sole member is not then in existence and so organized, operated and recognized as tax-exempt, then to a nonprofit fund, foundation or corporation which is so organized, operated and recognized as tax-exempt.
  - 6. The corporation is organized and operated exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Code.
    - a. The specific purpose of the corporation is to create and operate

public charter schools focused on serving diverse neighborhood communities and which provide an excellent education to a socioeconomically, racially and culturally diverse student body. Additionally, the corporation may engage in any activities that are reasonably related to or in furtherance of its stated educational and charitable purposes, or in any other charitable activities.

- b. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise permitted by section 501(h) of the Code), and the corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.
  - c. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not directly or indirectly carry on any activity which would prevent it from obtaining exemption from Federal income taxation as a corporation described in section 501(c)(3) of the Code, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.
- B. The foregoing amendment and restatement of the Articles of Incorporation was duly approved by the Board of Directors of this Corporation on June 25, 2015.
- C. The foregoing amendment and restatement of the Articles of Incorporation was duly approved by the sole member of the Corporation on July 27, 2015.

## **2. Bylaws**

### **SECOND AMENDED AND RESTATED BYLAWS OF CITIZENS OF THE WORLD CHARTER SCHOOLS - KANSAS CITY** A Missouri Nonprofit Public Benefit Corporation

#### ARTICLE I. EDUCATIONAL AND CHARITABLE PURPOSES

Section 1. General Purpose. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Missouri Nonprofit Corporation Act (the "Law") for educational and charitable purposes.

This corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law (the "Code"). Notwithstanding any other provision of these Bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in

furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Code section 501(c)(3), or (b) by a corporation, contributions to which are deductible under Code section 170(c)(2).

Section 2. Specific Purpose. As a Local Education Agency, the specific purpose of this corporation is to create and operate public charter schools focused on serving diverse neighborhood communities and which provide an excellent education to a socioeconomically, racially and culturally diverse student body. Additionally, the corporation may engage in any activities that are reasonably related to or in furtherance of its stated educational and charitable purposes, or in any other charitable activities.

## ARTICLE II. OFFICES

Section 1. Principal Office. The principal office of the corporation for the transaction of the business of the corporation shall be fixed and located at such place within or without the State of Missouri as the Board of Directors (the "Board") shall determine. By resolution, the Board is granted full power and authority to change such principal office from one location to another.

Section 2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

## ARTICLE III. MEMBER

Section 1. Member. The sole member of this corporation shall be Citizens of the World Charter Schools, a California nonprofit public benefit corporation (the "Member").

Section 2. Transfer or Assignment. The Member may not transfer or assign its membership interest or any rights arising therefrom.

Section 3. No Liability. The Member shall not, as such, be personally liable to the creditors of the corporation for any indebtedness, liability or obligation, and any or all creditors of the corporation shall look only to the assets of the corporation for payment.

## ARTICLE IV. DIRECTORS

Section 1. Powers. Subject to the limitations of the corporation's Articles of Incorporation, the powers reserved to the Member, these Bylaws, and the Law, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company, or committees however composed,

provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Subject to the same limitations, the Board shall have all powers permitted to or conferred by Law on the board of directors of a nonprofit public benefit corporation.

Section 2. Number of Directors. The number of directors shall consist of not less than three (3) nor more than nine (9) directors, with the exact number of directors to be fixed within such limits by resolution of the Board as enacted from time to time.

Section 3. Election and Term of Office. Directors shall be elected at each annual meeting of the Board, but directors may be elected at any special meeting of the Board held for that purpose. Each director shall hold office for a term of three (3) years and until a successor has been elected and qualified. By resolution, the Board may arrange for terms to be staggered, including by establishing one or two year terms for certain initial directors. Directors may succeed themselves in office.

Section 4. Resignation. Any director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time, to take office when the resignation becomes effective. The Member shall be provided immediate notice of any resignation or notice thereof.

Section 5. Removal. Any director may be removed without cause by the affirmative vote of a majority of the directors then in office.

Section 6. Vacancies. Vacancies on the Board shall be filled by the affirmative vote of a majority of the remaining directors then in office, or by a sole remaining director. Each director so elected shall hold office until the expiration of the term of his or her predecessor and until his or her successor has been elected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any director, or if the authorized number of directors is increased. The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, is convicted of a felony, or is found by a final order of judgment of any court to have breached a duty to the corporation arising under sections 355.416 to 355.426 of the Law.

Section 7. Place of Meeting. Regular or special meetings of the Board shall be held at any place within or without the State of Missouri which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such times as may be fixed by the Board with at least 72 hours advance notice (exclusive of weekends and holidays), which notice shall (i) include a tentative agenda for the meeting, (ii) specify the date, time and location of the regular meeting, and, if the meeting will be conducted by telephone or other electronic means, the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting, (iii) specify whether the meeting, any portion of the meeting or a vote will be closed to the public and if so, the date, time and location of such closed meeting or vote and the reason for closure by referring to the applicable subsection of section 610.021 of the Revised Statutes of Missouri allowing it to be closed, and (iv) be posted in a location that is freely accessible to members of the public in accordance with the provisions of sections 610.010 to 610.030 of the Revised Statutes of Missouri (the "Sunshine Law"). Such regular meetings shall include an annual meeting to elect directors then up for election, and to conduct all other business as may properly come before the Board. The annual meeting shall take place at such time and place as determined by resolution of the Board. No business, other than business the general nature of which was set forth in the public notice of the regular meeting, may be transacted at such regular meeting. Minutes shall be kept of each regular meeting of the Board.

Section 9. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chair of the Board (if any), the President, the Secretary, any two (2) directors, or the Member.

Public notice of special meetings of the Board shall be provided at least 24 hours in advance (exclusive of weekends and holidays), unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given, and shall (i) include a tentative agenda for the special meeting, (ii) specify the date, time and location of the special meeting, and, if the meeting will be conducted by telephone or other electronic means, the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting, (iii) specify whether the meeting, any portion of the meeting or a vote will be closed to the public and if so, the date, time and location of such closed meeting or vote and the reason for closure by referring to the applicable subsection of section 610.021 of the Revised Statutes of Missouri allowing it to be closed, and (iv) be posted in a location that is freely accessible to members of the public in accordance with the Sunshine Law. No business, other than business the general nature of which was set forth in the public notice of the special meeting, may be transacted at such special meeting. Minutes shall be kept of each special meeting of the Board. When it is necessary to hold a meeting on less than 24 hours' notice, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

In addition, special meetings of the Board may only be held upon four days' written notice to the Board by first-class mail or 48 hours' notice delivered (i)



personally (which may be oral or written), (ii) by telephone, including a voice messaging system, or (iii) by "electronic transmission by the corporation" (as defined below). Written notice shall be addressed or delivered to each director at his or her physical or email address, as applicable, as it is shown upon the records of the corporation, or as may have been given to the corporation by the director for purposes of notice, or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. "Electronic transmission by the corporation" means a communication (a) delivered by (1) facsimile or email when directed to the facsimile number or email address, respectively, for that recipient on record with the corporation, (2) posting on an electronic message board or network which the corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof, or (3) other means of electronic communication, and (b) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by electronic means by the person giving the notice to the recipient, as the case may be. Oral notice shall be deemed to have been given at the time it is communicated to the recipient, including by telephone voice messaging system.

Section 10. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. Quorum. A majority of the directors then in office constitutes a quorum of the Board for the transaction of business, except to adjourn as provided in Section 13 of this Article. All matters shall be decided by the vote of a majority of directors present at a meeting duly held at which a quorum is present, and every such act or decision shall be the act of the Board, unless a greater number is required by Law, the Articles or these Bylaws. Without limiting the foregoing, the actions listed in Section 15(a) through Section 15(g) shall require the vote of at least two-thirds of all directors then in office in order to be effective. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 12. Participation in Meetings by Conference Telephone. Members of the

Board may participate in any meeting through a video or telephone conference or similar communication equipment, so long as all the directors participating in the meeting can hear one another. All such participating directors shall be deemed to be present in person at such meeting.

Section 13. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except that if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the reconvened meeting to the directors who were not present at the time of adjournment.

Section 14. Rights of Inspection. Every director and the Member shall have the absolute right at any reasonable time to inspect and copy any and all books, records, and documents of every kind of the corporation, and to inspect the physical properties of the corporation. The inspections may be made in person or by the director's attorney or by the Member's officers or attorneys. The right of inspection includes the right to copy and make extracts of documents as permitted by Missouri and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with Missouri or federal law pertaining to access to books, records, and documents.

Section 15. Board Committees. The Board may designate and appoint one or more committees, each consisting of at least two (2) directors and no non-director members, and delegate to such committees any of the authority of the Board except with respect to any actions prohibited by Law and:

- (a) The approval of any action for which the Law also requires approval of the Member;
- (b) The filling of vacancies on any committee;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of bylaws or the adoption of new bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of committees of the Board or the members thereof;  
or
- (g) The expenditure of corporate funds to support a nominee for director after there is more people nominated for director than can be elected.

Any such committee must be established and the members thereof appointed,

by resolution adopted by a majority of the number of directors then in office, and such committee may be designated by any name the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board, except that there can be no waiver of committee meeting and voting requirements as may be required under the Sunshine Law. Minutes shall be kept of each meeting of each committee.

Section 16. Advisory Committees. The Board may, by resolution adopted by a majority of the directors then in office, create one or more advisory committees to serve at the pleasure of the Board. Each advisory committee shall have at least one (1) director as a member at all times. Other appointments to such advisory committees need not, but may, be directors. The Board shall appoint and discharge advisory committee members at will. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Board, except that there can be no waiver of meeting and voting requirements required under the Sunshine Law. Minutes shall be kept of each meeting of each advisory committee.

Section 17. Audit Committee. The audit committee shall be appointed by the Board and shall oversee (i) the preparation of annual financial statements using generally accepted accounting principles and (ii) the annual audit of the corporation in accordance with Section 160.405.4(4) of the Revised Statutes of Missouri and Government Auditing Standards issued by the Comptroller General of the United States.

Section 18. Compensation. Directors and members of committees shall not receive any compensation for their services but, by resolution of the Board, a director's reasonable expenses of Board meeting attendance, if any, may be reimbursed.

## ARTICLE V. OFFICERS

Section 1. Required Officers. The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be chosen by and hold office at the pleasure of the Board. Any number of offices required or permitted by this Article may be held by the same person.

Section 2. Permitted Officers. The Board may choose a Chair of the Board, one

or more additional Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board at its pleasure may from time to time determine.

Section 3. Election of Officers. The officers shall be elected by the Board at the annual meeting, or at any regular or special meeting of the Board, and may succeed themselves in office. Each person elected as an officer shall continue in office until the next annual election of officers or until his successor shall have been duly elected and qualified or until his earlier death, resignation or removal in accordance with these Bylaws. Vacancies of officers caused by death, resignation, removal or increase in the number of officers may be filled by the Board at a regular or special meeting.

Section 4. Removal of Officers. Any officer may be removed at any time with or without cause and with or without notice by the affirmative vote of the Board.

Section 5. President. Subject to the discretion and control of the Board, the President shall be the chief executive officer of the corporation and shall have general supervision, direction and control over the affairs and property of the corporation and over its several officers, and shall have such other powers and perform such other duties as may be delegated by the Board from time to time. If the corporation has no Chair of the Board, then the President shall preside at all meetings of the Board.

Section 6. Secretary. The Secretary shall be the custodian of the seal of the corporation and of the books and records and files thereof. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a minute book of all meetings of the Board and its committees. The Secretary shall also keep, or cause to be kept, at the principal office in the State of Missouri the original or a copy of the Articles of Incorporation and Bylaws of the corporation, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committee thereof required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be delegated by the Board.

Section 7. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including, without limitation, accounts of its assets, liabilities, receipts and disbursements, and shall send or cause to be sent to the directors of the corporation such financial statements and reports as are by law or these Bylaws required to be sent to them. The Treasurer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation and such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the President or the directors, whenever requested, an account of all transactions and of the financial condition of the

corporation, and shall have such other powers and perform such other duties as may be delegated by the Board.

Section 8. Compensation. The Board shall decide all matters relating to the compensation of any officer. No salaried officer serving on the Board shall be permitted to vote on his or her own compensation as an officer.

## ARTICLE VI. INDEMNIFICATION OF AGENTS OF THE CORPORATION: LIABILITY INSURANCE

Section 1. Indemnification. The corporation shall, to the maximum extent permitted by the Law, indemnify each of its directors, officers, employees, and agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was a director, officer, or agent of the corporation, and shall advance to such person expenses incurred in defending any such proceeding to the maximum extent permitted by the Law. For purposes of this Section 1 a "director," "officer," "employee," or "agent" of the corporation includes any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation. The Board may, in its discretion, provide by resolution for indemnification of, or advance of expenses to, other agents of the corporation, and likewise may refuse to provide for such indemnification or advance of expenses except to the extent such indemnification is mandatory under the Law.

Section 2. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any school, any director, officer, employee, or agent of the corporation against any liability asserted against or incurred by such person in such capacity or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of this Article VI.

## ARTICLE VII. NONDISCRIMINATION POLICY

All schools operated by the corporation shall admit students of any race, color, religion, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the schools. They shall not discriminate on the basis of race, color, religion, national and ethnic origin in the administration of their educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

## ARTICLE VIII. OTHER PROVISIONS

Section 1. Inspection of Articles and Bylaws. The corporation shall keep in its

principal office in the State of Missouri the original copy of its Articles of Incorporation and of these Bylaws, as amended to date, which shall be open to inspection by the Member and the directors and such other persons as required by law, at all reasonable times during office hours.

Section 2. Endorsement of Documents: Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the Chair of the Board, the President, or any Vice President and the Secretary or any Assistant Secretary of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, but, unless so authorized by the Board, no such person or persons shall have any power or authority to bind the corporation by any contract or engagement to pledge its credit or to render it liable for any purpose or amount.

Section 3. Quality Control. With respect to each public school operated by the corporation, the corporation shall at all times use its best efforts to provide a socioeconomically, culturally, and racially diverse community of students with an intellectually challenging learning environment that develops each individual student's confidence, potential, and individual responsibility as citizens of the world in which we live. Fidelity to such mission shall be evidenced by, with respect to each school operated by the corporation:

- (a) Socioeconomic Diversity -Annual Board-adopted enrollment targets and recruitment efforts that ensure that a minimum of 40% of the lottery participants for each school are eligible for the National School Lunch Program ("FRL Eligible");
- (b) Cultural and Racial Diversity -Annual recruitment efforts that ensure that the demographic makeup of each school reflects the school's diverse community, as described in the approved Charter Petition ("Charter") for each school operated by the corporation, including ethnic, cultural and racial representation. All actions taken to achieve cultural and racial diversity will be in strict adherence to the law;
- (c) Academic Achievement -Annual academic goals, and measureable steps to attain such goals, that ensure students will demonstrate understanding of the Missouri Learning Standards, at least 70% of students who have completed three years at a school will score Proficient or Advanced on the Missouri Assessment Program ("MAP") Mathematics and Communication Arts assessments, and by its fifth year of operation, each school will earn a MAP Performance Index equivalent to the Missouri Department of Elementary and Secondary Education's Academic Achievement Status Target of 375 in Mathematics and 375 in

Communication Arts. Notwithstanding the foregoing, each school should aim to achieve Proficient or Advanced level results for 100% of its student population without gaps in subgroups and adopt goals through an annual strategic planning process that move toward this target. In addition, the corporation shall ensure that (i) there are adequate systems in place to identify, track and report any significant achievement gaps between any subgroups represented within the school, such as FRL Eligible, students of color (by ethnicity), English Language Learners and others as identified, and (ii) there are no "significant achievement gaps" (as defined below) between the standardized testing results of any "statistically valid" (as defined below) subgroups within the school and those of the majority group of students attending the school. A "significant achievement gap" shall mean a difference of 15 percentage points or more. "Statistically valid" shall mean a sample large enough to protect the privacy of all students when reviewing the relevant testing data. If new state assessments are adopted, the Board shall recalibrate the schools' academic performance goals based on those new assessments, and shall seek to amend this Section 3(c) accordingly;

(d) Educational Alignment -An instructional model that adheres to the project-based/constructivist academic approach and the educational program as outlined in the Charter; and

(e) Community Engagement -Programs that involve the school community in the activities of the school, including but not limited to: fundraising, site-based councils, school and community events and participation in student-led activities. The corporation shall ensure that tools are used to track, record, and report levels of community engagement and support at regular intervals throughout the year.

The Member shall have the right, except as otherwise provided by law, to monitor and inspect the corporation's schools and records at any reasonable time to determine whether such mission is being met or diligently pursued by the corporation using its best efforts. If, in the reasonable determination of the Member, one or more such mission standards are not being met or so pursued, the Member shall provide written notice of such failure to the corporation in reasonable detail, along with recommendations for satisfaction of such mission standards or the diligent pursuit thereof. The corporation shall implement such recommendations within 60 days of such notice and ensure that such mission standards are met for a period of greater than one year after such notice. The corporation or any school operated by the corporation shall not engage in "Gross Financial Mismanagement," which shall mean gross financial mismanagement in accordance with generally accepted accounting principles as may be evidenced by negative audits and/or sworn statements by the Missouri Department of Elementary and Secondary Education or the Missouri Charter Public School Commission or other sponsor of any school charter held by the corporation, or the documentation of gross financial mismanagement by independent auditors. The Member, as such or otherwise, shall have standing to

bring a lawsuit or other legal proceeding in any venue, on behalf of the corporation or otherwise, including but not limited to standing or any related rights afforded to members under the Law, to enforce the provisions of these Bylaws, including but not limited to this Section 3.

Section 4. Representation of Shares of Other Corporations. The President or any other officer or officers authorized by the Board or the President are each authorized to vote, represent, and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any person authorized to do so by proxy or power of attorney duly executed by said officer.

Section 5. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Law shall govern the construction of these Bylaws. Section references refer to sections in such Article unless otherwise noted.

Section 6. Amendments. These Bylaws may be amended or repealed by the affirmative vote of at least two-thirds of the number of directors then in office.

### **3. Conflict of Interest Policy**

#### **Purpose**

The purpose of the conflict of interest policy is to protect Citizens of the World Kansas City's (CWC Kansas City) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the CWC Kansas City 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.

#### **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 CWC Kansas City has a transaction or arrangement,
- b. A compensation arrangement with CWC Kansas City or with any entity



or individual with which CWC Kansas City has a transaction or arrangement, or

- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CWC Kansas City 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. 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.

## **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 (described below).

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

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

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

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

- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether CWC Kansas City can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CWC Kansas City's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

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

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### 5. Records of Proceedings

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

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### 6. Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from CWC Kansas City for services

is precluded from voting on matters pertaining to that member's compensation.

- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CWC Kansas City for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CWC Kansas City, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### 7. Annual Statements

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

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

#### 8. Periodic Reviews

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

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to CWC Kansas City'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.

#### 9. Use of Outside Experts

When conducting the periodic reviews, CWC Kansas City 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.

## **4. Sunshine Law Policy (Ch. 610, RSMo)**

### **Purpose**

Missouri's Sunshine Law is the embodiment of Missouri's commitment to openness in government. Chapter 610 of the Revised Statutes of Missouri is the foundation of what has become known as Missouri's Sunshine Law. The public policy of the state is that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law. As public schools, charter schools are "public governmental bodies" and are therefore subject to the Sunshine Law regarding its meetings, votes and records, as discussed further, below. The law addresses not only the open/closed issue, but also public notice, accessibility, voting and minutes for meetings, and how and when to respond to public records requests.

- a. Section 610.023.1, RSMo, provides that a public governmental body is to appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request; and
- b. Section 610.026, RSMo, sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records; and
- c. Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.

### **Definition**

1. The CWC Kansas City Executive Director is appointed custodian of the records of CWC Kansas City. The custodian is located at 3435 Broadway, Kansas City, MO 64111, Suite 1.
2. The CWC Kansas City 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 exempted by statute.
3. Fees to be charged for access to or furnishing copies of records shall be as provided:
  - a. 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 CWC Kansas City. Research time will be billed at actual cost.
4. Meetings, records, votes, actions and deliberations of CWC Kansas City shall be open to the public unless otherwise provided by law.
5. CWC Kansas City closes all public records to the extent authorized by law.
6. CWC Kansas City shall comply with sections 610.010 to 610.030, RSMo, the Sunshine Law, as now existing or hereafter amended.

## **5. Board Agenda**

Agendas shall be developed by the Board Chair, in consultation with the Executive Director. The agenda shall contain the following, as appropriate:

- a. The name of the board
- b. Location, date, and start time of the meeting
- c. Call to order
- d. Reading and acceptance of minutes from last meeting
- e. Committee reports
- f. Current business
- g. Unfinished business
- h. New business
- i. Announcements
- j. Open floor (optional)
- k. Adjournment

If any of the agenda items is to be a closed session, that fact must be noted, with a reference to the statutory basis for closing that portion of the meeting and a general description.

The Agenda shall be posted to the public at the school offices and at the location of the meeting at least 24 hours before the time specified for the meeting. If the meeting will be conducted by telephone or other electronic means, the location where the public may observe and attend the meeting or directions to access the meeting electronically must be provided.

## **6. Board Conduct**

### **Purpose**

This policy establishes expectations of ethical conduct by members serving on the school's board. The school's board collectively and its members individually shall at all times operate in the most ethical and conscientious manner possible.

### **Board Authority Over Individual Authority**

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 bylaws and/or through board resolution. As such, each member shall act accordingly.
2. The board vests authority for management of the school in the Executive Director and in good faith shall not undermine the authority of the Executive

Director 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.

3. The board shall make reasonable efforts to keep the Executive Director 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.
4. The board shall honor the established protocol and respective policy related to student, parent, or staff grievances.

### **Duties and Responsibilities**

1. Board members agree to communicate on board related correspondence in a timely manner defined as no more than 24 hours when possible.
2. Board members shall reflect through action that his or her first utmost concern is for the welfare of the students served by the school.
3. Each member shall work diligently to uphold the mission of the school, to be an ambassador in the community for the school, and support the appropriate and efficient use of resources, including financial and human capital.
4. Each board member shall uphold and enforce laws, rules, regulations, and other mandates pertaining to public charter schools.

Notice: As part of our procedure for processing appointments to the Board of Directors, Citizens of the World Kansas City requires all potential board members to submit to a background check through the Missouri Automated Criminal History System (MACHS). Such a report will not be obtained without an individual's signature authorization.

### **Accountability to Stakeholders and Community Relations**

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.
2. Each board member shall be a positive ambassador for the school in the community and shall seek partnerships that enhance the school's programs, services, and resources.
3. Board members shall regularly and systematically communicate information to stakeholders including, but not limited to academic achievement and fiscal health of the school.
4. Board members shall, in a timely manner, communicate to the board or the executive director expressions of public reaction to board policies and school programs.

## **Policy Development**

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

## **Board Meetings**

1. To ensure proper execution of duties and active engagement in the work of the board, board members shall attend no less than 75% of all board meetings and functions sponsored by the board per year.
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.
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.
4. Each member shall comply with the provisions of the Open Meetings Act related to participating in executive/closed sessions.
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.
6. Each member shall in good faith make decisions related to the greater good as opposed to any particular segment or group.
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.
8. After casting a vote on any issue, each member agrees to abide by and support all majority decisions of the board.

## **Personnel**

1. Board members shall only consider employment of personnel after receiving and fully considering the recommendation of the Executive Director.
2. Factors for employment of the Executive Director shall be made based on the needs and interests of the school. Decisions shall be made based on qualifications, experience, philosophy, verifiable performance, and fiscal

feasibility related to compensation. All hiring decisions shall be made in accordance with the Equal Opportunity Employment Act and shall not be made based upon race, gender or national origin or other factors prohibited by law.

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.

### **Financial Governance**

1. Board members shall refrain from and guard against use of any board member for personal or partisan gain or to benefit any person or entity over the interest of the school. Such gain refers to more than nominal or incidental amounts which would tend to impair or hinder independent judgment or action in the performance of official duties.
2. Each board member shall require and regularly review financial information and shall ensure proper stewardship of public funds related to appropriate, efficient, and responsible use. In addition, each member shall carefully protect and monitor the fiscal health of the school and support actions which ensure sustainability of the school.

### **Board Member Conduct**

1. Each board member shall conduct him or herself publicly in a manner befitting a public official and shall remember that personal actions and behavior reflect upon the school.
2. Members shall communicate with fellow board members, staff, parents, and community members in a respectful, professional manner at all times.
3. Each member shall refrain from any private action which would compromise the integrity, honor, function, or reputation of the board or the school.
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.

## **7. Board Orientation**

### **Purpose**

This policy establishes expectations for orienting new governing board members to roles and responsibilities, legal duties, as well as best practices in board service.

### **Board Orientation**

Within 60 days, new members to the CWC Kansas City board shall participate in a formal training session provided by an agency and/or individual 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

Periodically 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.

### **Board Orientation Manual**

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.

- CWC Kansas City Bylaws
- CWC Policy Manual
- Onboarding materials

## **8. Board Records Management**

### **Custody of Records**

All official records of the board shall be kept and safeguarded at the Regional Office by the Executive Director 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.

### **Records Availability for Inspection**

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

Records pertaining to individual students or staff members shall not be released for inspection by the public or any unauthorized persons, either by the Executive Director/Head of School or other persons responsible for the custody of confidential files.

## **Records Retention**

Records retention of board records shall follow the school's records retention schedule, which is compliant with state records retention mandates. Documents of the proceedings of public bodies described as in RSMo 610.010 (4) may include: minutes, agendas, exhibits, resolutions, indexes, staff reports, correspondence, and related documentation, audio or visual recordings. These documents will be retained for a minimum of five (5) years.

## **9. Policy Review**

CWC Kansas City policies will be reviewed for applicable modifications in coordination with the MCPSA distribution of charter school policy updates.

# Financial Policies

This section describes the financial policies and procedures (internal controls) for CWC Kansas City that shall be followed by the employees and board members of CWC Kansas City at all times.

The goal of this document is to identify the policies, protocols, and procedures that form the framework for ensuring the accuracy and integrity of CWC Kansas City's financial matters, including but not necessarily limited to the following:

- Responsibility and accountability for the governance, administration and management of financial operations, performance, and results; and
- Adherence to regulations

The policies and guidelines contained within apply to the central office and local schools that make-up Citizens of the World Kansas City.

## 10. Accounting

### **Accounting Period**

The accounting period of CWC Kansas City is a fiscal year beginning on July 1 and ending on June 30.

### **Accounting Method**

CWC Kansas City will utilize the modified cash basis of accounting that recognizes revenues when they have been received and expenses when they have been paid.

### **Chart of Accounts**

All account coding information used for check requests/deposits, cash receipts, or other accounting documents can be found on CWC Kansas City's chart of accounts. The Accountant shall perform an annual review of the chart of accounts and delete any unused or obsolete accounts. The Executive Director must approve changes to the chart of accounts.

### **Reconciliations and Accuracy**

It is the policy of CWC Kansas City to keep detailed records of all financial statement accounts. A monthly reconciliation of the cash account(s) is performed by the Accountant. All discrepancies should be investigated and resolved within one month.

### **Journal Entries**

It is the policy of CWC Kansas City that the Accountant is authorized to prepare journal entries. Journal entries shall contain a detailed description that will allow for complete understanding of the transaction. The Accountant is responsible for

entering the journal entry into the accounting system and writing the computer assigned number on the journal entry. Journal entries for expenditures made with state and local funds should be completed within three days of federal funds receipt. The Executive Director will review all journal entries on a monthly basis.

### **Accounts Payable**

It is the policy of CWC Kansas City to pay invoices within 60 days of their issue. Invoices of an amount which precludes payment within 60 days are put on a payment plan, allowing a monthly payment agreeable to both CWC Kansas City and the vendor. Unpaid expenses will be recorded in its financial records. As part of the fiscal year-end procedures, all bills paid by CWC Kansas City after June 30 shall be reviewed by the Accountant and considered for recording to the accounting period just ended.

### **Accounts Receivable**

It is the policy of CWC Kansas City to bill for all activities within two weeks of services/goods being rendered / delivered and maintain an aging of Accounts Receivable (A/R), which is reconciled monthly. The Accountant maintains A/R. An electronic copy of each invoice is also maintained chronologically, as well as a listing of each invoice by date, vendor, invoice number, service rendered, and amount billed.

### **Financial Statement Preparations and Distributions**

It is the policy of CWC Kansas City that at the end of each month, the Accountant prepares financial statements. Reports will be provided to the Executive Director and Finance Committee in a mutually agreed upon format but shall at a minimum include the Statement of Activities and Statement of Financial Position. The full Board shall receive a financial report at least once per quarter, which will be provided to them in advance of the meeting.

### **Audits**

Independent audits are completed annually by the accounting firm selected and hired by the Board, once the school begins official operations. In requesting proposals for audit services, the objectives and scope of the audit shall be clear and a copy of the audit organization's peer review report that the accounting firm is required to provide under GAGAS. The annual IRS Form 990 is completed by the accounting firm engaged to manage the audit and reviewed in draft form by the Board prior to filing. Upon completion, audits are reviewed by the Finance Committee and submitted to the Board for approval. All audits should include a management letter that includes a corrective action plan to address each audit finding in the current year accounting firm's audit report.

## **11. Budgeting**

Budgets for CWC Kansas City are set annually. The Board will define CWC Kansas

City's broad goals and mission. Working with the Executive Director, they will also approve annual objectives. The Board will review actual versus budget performance at least quarterly. The Executive Director will explain any budget variances greater than five percent, as well as provide any recommendations for corrective action, as required.

The budget process for CWC Kansas City will include the following steps:

- A. Plan the scope and level of CWC Kansas City's activities with sufficient funds earmarked for all goals, policies, or projects approved by the Board
- B. Estimate sources of revenues for the appropriate time period
- C. Estimate the use of funds for all entities for the appropriate time periods and specify how services are to be provided and where they are applied or used
- D. Develop a Statement of Activities and cash flow for the budget period
- E. Obtain approval by the Board

The Executive Director and relevant staff will establish guidelines, priorities, and assumptions for preparation of the budget. These assumptions will be communicated to all Program Managers (e.g., Executive Director, Chief Academic Officer, Head of School, School Deans, Business/Operations Director).

When deemed appropriate by the Finance Committee, the annual budget can be revised mid-year. Typically this would be triggered by a significant enrollment variance from the approved annual budget. The procedures detailed above would be used for the budget revision.

## **12. Banking**

### **Bank Accounts**

The approval of the Board is required to open and close bank accounts.

### **Check Signers**

It is the policy of CWC Kansas City to give check-signing authority to the Executive Director, Board Chair, Vice Chair, and Board Treasurer.

Any checks exceeding **\$10,000** must be authorized by at least two persons, one of which must be the Board Chair, Vice Chair, or Treasurer. Otherwise, only one signature is required on any check. Checks shall be issued only when clearly within the approved budget or with the Finance Committee or Treasurer's approval as designated by the Board.

### **Safeguarding of Checks**

It is the policy of CWC Kansas City that unused check supplies be safeguarded by the Executive Director or staff person designated by the Executive Director in a locked file cabinet. Signed checks which have not been mailed shall be placed by

the Executive Director or designated staff person in a locked file until the following day.

### **Old Checks**

It is the policy of CWC Kansas City to investigate all outstanding checks over three months old in conjunction with year-end procedures. CWC Kansas City shall contact the payee to resolve the issue.

### **Voided Checks**

It is the policy of CWC Kansas City that the Accountant shall maintain a Voided Check Log and document every check that has been voided, regardless of the reason. If voided checks are physically available, they will be marked "VOID" and filed in CWC Kansas City's Voided Check File. If voided checks are not physically available, CWC Kansas City's copy of the banks' stop-payment order will be filed with the journal entry recording the fee.

### **Check Endorsement/Stamp**

It is the policy of CWC Kansas City for the Executive Director or staff person designated by the Executive Director to endorse checks with a stamp prior to deposit as follows:

#### *For Deposit Only*

An appropriate bank stamp may be substituted for the CWC Kansas City "For Deposit Only" stamp if such stamp is unavailable for use.

### **Bank Reconciliations**

The Accountant will do an initial review of checks that cleared during the prior month and perform the bank reconciliations within 14 days after receiving the bank statement. The Accountant shall investigate all significant issues, including the following:

- unmatched data in cash receipts and cash disbursement journals that did not clear the banks within one month
- unmatched items on bank statements judged erroneous
- mismatched items in cash receipts and disbursement journal and bank statement items

On a monthly basis, the Executive Director and Board Treasurer will review bank reconciliations.

### **Prohibitions**

The following check writing activities are prohibited:

- Checks made payable to "bearer" or "cash"
- Checks signed in blank

- Utilizing checks out of sequence

### **Credit Cards**

CWC Kansas City will maintain corporate credit cards that are issued to appropriate staff designated by the Executive Director. A credit card may be issued to the Executive Director with credit limit up to \$10,000 without Board approval. Limits above \$10,000 must be approved by the Board. The Executive Director may approve additional credit cards with lesser credit limits to be assigned to leadership team members. The Board must be notified whenever a credit card is opened or closed for an employee.

The purpose of these credit cards is to facilitate travel and procurement, and they are to be used solely for Organization business. Any expenses found not to be authorized by CWC Kansas City become the responsibility of the staff member, and CWC Kansas City will deduct these expenses from future payments due. All frequent flyer miles earned with the use of any Organization credit card will be accrued for the use of CWC Kansas City.

## **13. Cash Management**

### **Receipts**

Cash/original checks shall be forwarded directly to the Business/Operations Director or staff person designated by the Executive Director. The Business/Operations Director or staff person designated by the Executive Director will complete the following steps:

- A. Make a copy of the check
- B. Write up Deposit Slip
- C. Endorse check using ink pad
- D. Deliver endorsed check(s) and original Deposit Slip to appropriate bank
- E. Attach to receipt from bank transaction, a copy of check(s) deposited and a copy of the deposit summary form. Place all documents in the "Deposits" folder

Staff will discourage the submission of cash for any payments, instead encouraging payment via check, money order, credit card, or other electronic forms of payment.

### **Disbursements**

It is the policy of CWC Kansas City to maximize check disbursements through an online bill-pay service. Any payment processed through the online bill-pay service will include the following:

- Invoice image
- General Ledger code
- Date of payment approval

- Record of electronic approval by Executive Director or Executive Director and Board Treasurer or Board Chair (when applicable)
- Check image

For any requests for check disbursements that are not handled through the online bill-pay service, a Payment Request Form is completed with the following information:

- Date of request
- Name of the payee and address
- Payment amount and reason for payment
- Signature of the Executive Director as approval
- Signature of Executive Director or necessary manager as designated by the Executive Director on a case-by-case basis

The documentation shall prove the legitimacy of the request and substantiate the payment before a check is cut. The Business/Operations Director or staff person designated by the Executive Director is responsible for mailing all signed checks to the vendors, and for maintaining payment and invoice documentation and completed payment request forms for future reference. No signature stamps will be used by anyone within the organization for purposes of disbursements.

Disbursements shall be released at the latest acceptable time, without affecting relationships with vendors. Early payment discounts shall be taken advantage of if they result in benefit.

### **Petty Cash Fund**

While the use of such funds shall be discouraged, the Executive Director, at his or her discretion, may authorize the creation of a petty cash fund of \$200 on an imprest basis. It is the responsibility of the Executive Director or staff person designated by the Executive Director to ensure that the petty cash fund is under lock and key at all times. Disbursements from the petty cash fund are available for expenditures totaling under \$50 unless approved by the Executive Director and may only be made for expenditures approved by the Executive Director. An original receipt must accompany every disbursement. The person receiving the cash and the person disbursing the cash must sign a petty cash voucher in ink. The petty cash fund will be replenished as needed. The petty cash replenishment check will be made out to the individual with the word "custodian" following the individual's name. Cashing checks for employees from the petty cash fund is prohibited. The Executive Director or staff person designated by the Executive Director in the presence of the Executive Director shall make periodic counts of the petty cash fund.

### **Investment Policy**

It is the policy of CWC Kansas City to invest excess cash in the following list of approved investments:

- Savings and Checking Accounts
- Certificates of Deposit



- Money Market Funds
- Treasury Securities not to exceed a maturity of 12 months

The decision to invest cash in approved investments must be approved by the Board Finance Committee and the full Board must be informed at the next Board meeting. CWC Kansas City will strive to maintain at all times enough cash to cover expenses for at least three months.

### **Cash and Cash Equivalents**

For purposes of the cash flow statement and financial statement presentation, cash and cash equivalents are short term, highly liquid investments with maturities of three months or less. Certificates of Deposit with original maturities in excess of three months are considered to be cash, provided that the stated terms do not restrict the withdrawal of funds and such withdrawals do not have substantial penalties associated with them.

### **Loans**

It is the policy of CWC Kansas City to prohibit loans to employees and board members under all circumstances.

## **14. Purchases & Allowable Activities**

### **Overview**

The School procures only those items and services that are required to fulfill the mission and/or fill a bona fide need. Procurements are made using best value contracting, which entails assessing the best value considering quality, performance, and price.

### **Exemption from Sales Tax**

The School is exempt from federal and state tax. As such, the School is exempt from sales taxes on goods purchased for their own internal use and services. It is the responsibility of the Director of Operations to ensure that all vendors have a copy of the sales tax exemption letter allowing the School to be exempt from sales taxes.

The School adheres to the following objectives:

- Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable considerations such as delivery, quantity, quality, etc.
- The School will make all purchases in the best interests of the School and its funding sources and in accordance with any grant restrictions as applicable.
- The School will buy from reliable vendors.
- The School will obtain maximum value for all expenditures.
- The School will be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties, or even the appearance of a conflict

of interest in the School supplier relationships. The School's conflict of interest policies are described in its Bylaws.

### **Political Contributions**

No funds or assets of the School may be contributed to any political party, School or individual who either holds public office or is a candidate for public office. The School also cannot be involved with any committee or school that raises funds for political purposes. Examples of prohibited activities are:

- Political contributions by an employee that are reimbursed by the School.
- Purchase by the School of tickets for political fundraising events.
- Contributions in-kind, such as lending employees to political parties or using School assets in political campaigns.

## **15. Expense Reimbursement**

While staff shall be encouraged to make relevant business-related purchases using the organization's credit card, it is the policy of CWC Kansas City to reimburse staff for business expenses incurred on the behalf of CWC Kansas City. All expenses must be from an approved budget category. The following expense limitations and guidelines have been established.

### **Air Travel**

Staff may make their own air travel arrangements or use a travel agent authorized by CWC Kansas City. Air travel shall be reimbursed at the lowest feasible coach fare available. As much as possible, air travel arrangements should be made at least two weeks before the flight date. First-class air travel may be used in an emergency if prior approval is received from the Executive Director. The original airline ticket must be attached to the Reimbursement Request Form. For electronic tickets, attach confirmation.

### **Hotel/Motels**

Staff may make their own hotel or motel arrangements or use a travel agent authorized by CWC Kansas City. CWC Kansas City will reimburse for reasonable room charges for one person based on the federal per diem occupancy of double rooms or suites may be approved by Executive Director if deemed in the interest of CWC Kansas City. Other expenses billed to the hotel room will be reimbursed only if they are specifically related to school business. Deductions for any personal expenses that appear on a hotel bill should be made on the employee expense report form. Hotel and motel rooms, as well as incidental expenses, are authorized one night before and/or one night after a meeting as travel conditions require. An extra hotel night will be reimbursed if it allows for significant airfare savings due to a Saturday night stay.

### **Meals**

Expenses for meal costs will be reimbursed based on the federal per diem. Receipts

must be attached to Reimbursement Request Form. Alcohol expenses will not be reimbursed. Receipts for group meals should include a notation of participants.

### **Bus, Rail, Taxis, Local Transportation, and Parking**

Charges for these are reimbursable with an original receipt, where possible. If no receipt is available, the employee must provide a dated, written statement of the expense for which reimbursement is requested.

### **Car travel**

When personal automobiles are used for school-related travel, mileage reimbursement shall be at the level approved by the U.S. Internal Revenue Service. Mileage must be documented with date of travel, place of origin, destination, total number of miles, mileage reimbursement rate, and total amount of reimbursement. Reimbursement for car rentals and associated gas expenses are authorized when necessary for school-related purposes. Commuting mileage will not be reimbursed. The cost of gas will only be reimbursed when using a rental car. The individual must also have sufficient auto insurance when renting a vehicle for school-related travel.

### **Phone Calls While on Travel**

It is the policy of CWC Kansas City to reimburse staff for school-related long-distance phone calls made from outside CWC Kansas City. An itemized phone bill should be submitted, including which cost center each item should be charged to.

### **Miscellaneous Travel Expenses**

Reasonable gratuities for services related to school-related business will be reimbursed. The date, amount, and purpose must be noted on the travel expense report. Reasonable laundry and valet services will be reimbursed for stays of over five days or in emergency situations. Telephone costs for school-related calls during travel are reimbursed.

### **School Supplies and Materials**

Staff may be reimbursed for purchases of school supplies and materials when receiving prior approval to make purchase by his or her supervisor or by the Executive Director.

### **Unallowable Expenses**

Reimbursement will not be made for items of a personal nature or for entertainment, unless approved by the Executive Director. These expenses include but are not limited to movies and alcohol expense.

### **Reimbursement Process**

The Reimbursement Request Form must be submitted within 30 days of the end date of travel in order to be reimbursed. Receipts are required for all expenses except metro fare, tolls, and non-restaurant tips under \$10. In the event that a receipt is

unavailable, the employee may provide a dated, written statement of the expense for which reimbursement is requested. Reimbursement forms must be signed by the employee being reimbursed, the Executive Director, and necessary manager, if relevant. The following items shall be included on the Reimbursement Request Form:

- Name of employee
- Itemization of expenses with original invoice documentation regardless of the amount of expense
- Date of expenses
- Category of expenses

If travel costs are paid with federal funds, documentation must be maintained to justify that participation of the individual is necessary to the federal program and the costs are reasonable and consistent with CWC Kansas City's expense reimbursement policy.

## **16. Debt**

### **Assumption and Authorization of Debt**

Determination of the need to assume and authorize debt will be made by the Executive Director and the Board. All borrowing of funds, establishment or increases of all credit lines, as well as a repayment plan, must be approved by the Board and comply with other terms of agreements entered into by the board, unless designated otherwise. This authorization shall be documented in the Board minutes. The original debt agreement shall be maintained by the Executive Director or designated staff in a safe place and the existence of these instruments shall be verified periodically.

### **Long-Term Debt**

It is the policy of CWC Kansas City to include the current portion of long-term debt with current liabilities on the financial statements. Only the noncurrent portion of the long-term debt will be included in the long-term debt section of the financial statements. The current portion of debt is considered to be the amount of debt due to be paid over the ensuing twelve month period, or any debt expected to be refinanced within the same twelve month period.

## **17. Grants & Donations**

### **Grants**

The following classes of support will be used by CWC Kansas City:

- A. *Unrestricted Support* - Support that is not subject to donor-imposed restrictions. This classification includes support subject to donor-imposed conditions which have been met in the current year and support previously subject to donor imposed restrictions that have been lifted.

- B. *Temporarily Restricted Support* - Support subject to donor-imposed restrictions that may or will be met, either by actions of CWC Kansas City and/or the passage of time. When a restriction expires, temporarily restricted support is to be reclassified to unrestricted support and reported in the statement of activities as net assets released from restrictions.
- C. *Permanently Restricted Support* - Support subject to donor-imposed stipulations that they be maintained permanently by CWC Kansas City. Generally, the donors of these assets permit the use of all or part of the income earned on any related investments for general or specific purposes.

The Executive Director is responsible for determining whether contributions made are available for unrestricted use or specifically restricted to use. All contributions determined to be restricted must be reviewed by Board Finance Committee before funds can be accepted. For contributions which are other than unrestricted, the Executive Director or relevant manager(s) will be responsible for documenting and monitoring the compliance with those restrictions and determining whether the restrictions have been met.

Unconditional promises to give that are expected to be collected within one year are to be recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are to be recorded at the present value of their estimated future cash flows. The discounts on those amounts are to be computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is to be included in contribution revenue. Unconditional promises to give shall be recognized as contribution revenue and receivable in the period in which the promise is received. Conditional promises to give are not to be included as support until the conditions are substantially met.

### **Acknowledgement of Contributions**

It is the policy of CWC Kansas City to acknowledge all contributions made regardless of the amount of contribution. It will be the responsibility of the Executive Director and/or staff person(s) designated by Executive Director to prepare all corporate, foundation, and other contribution acknowledgements. Board members, where relevant, will be engaged as appropriate in these acknowledgments (e.g., where the Board member has a relationship with the donor).

### **Refundable Advances**

It is the policy of CWC Kansas City that cash receipts in excess of costs incurred on conditional grants are to be reflected as refundable advances until they are expended for the purpose of the grant, at which time they will be considered earned and recognized as unrestricted support.

## **18. Assets**

### **Fixed Assets Capitalization**

All assets with a useful life of greater than one year and costing more than \$1,000 will

be capitalized and will be recorded in the fixed asset records. Any asset that does not meet these criteria, such as small tools and equipment or repairs and maintenance, will be expensed.

Bulk purchases of capital assets with unit costs of less than \$1,000, but total monetary values for one-time acquisitions exceeding \$5,000 should be capitalized as a group and depreciated per the relevant classification schedule.

The cost basis of furniture and equipment assets will include all charges relating to the purchase of the assets including the purchase price, freight charges, and installation if applicable.

Leasehold improvements are to be capitalized if they relate to the renovation of an existing building. Expenditures incurred in connection with maintaining the existing building in good working order shall be expensed as a repair.

**Depreciation**

Depreciation methods/lives for assets shall be selected for consistent financial reporting purposes. The following depreciation methods and useful lives shall be used for the following asset classifications for financial reporting purposes.

Asset Class	Useful Life	Method
Computers	Three Years	Straight Line
Office Furniture & Equipment	Seven Years	Straight Line
Classroom Furniture & Equipment	Seven Years	Straight Line
Leasehold Improvements	Remaining Life of Lease	Straight Line

**Contributed Equipment**

It is the policy of CWC Kansas City to report gifts of equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Contributions of equipment shall be recorded at fair value of the asset at the date of the donation. Fair value shall be determined by the designated school staff and/or Accountant and may be measured by quoted market prices for similar assets or replacement cost.

**Dispositions**

Capital assets may be sold or traded-in for new equipment. An Asset Disposition Form (see Forms section for a template) is to be completed and approved by the Business/Operations Director. Upon approval, CWC Kansas City may advertise the property for sale. After completion of the sale, the Asset Disposition Form will be submitted to the Accountant who will delete the item from the asset records and record any gain or loss on the disposition.

Except as otherwise provided below, nonfunctioning or obsolete property with no value will be reported to the Business/Operations Director or staff person designated by the Executive Director on the Asset Disposition Form, with the description, serial number, and condition. This individual will inspect all nonfunctioning or obsolete

property before it is removed from CWC Kansas City and discarded. The asset will then be removed from the asset records by the Accountant.

Except as otherwise provided below, any asset that is missing or has been stolen will be reported in writing to the Business/Operations Director as soon as possible for investigation. The description, serial number, and other information about the lost item shall be included in the report. The Business/Operations Director or staff person designated by the Executive Director will determine the proper course of action and will notify CWC Kansas City's insurance carrier and any outside authorities if deemed appropriate. If unrecovered, the asset will then be removed from the assets records by the Accountant.

Except as otherwise provided below, CWC Kansas City will adhere to all federal guidelines including OMB guidance 34 CFR 80.32 for inventory management standards for any equipment purchased with federal funds with a current market value over \$5,000. CWC Kansas City will contact OSSE prior to any such disposition occurs to ensure no federal guidelines are violated.

## **Inventory**

The Accountant will maintain an inventory log of each capital asset item along with depreciation records, which will include the following:

- Description
- Vendor
- Date acquired
- Net book value
- Serial number or SAMPLE tag number
- Name of titleholder, if applicable
- Cost basis/Purchase amount
- Depreciation method/life
- Accumulated depreciation
- Funds used to purchase the asset (e.g., Local, Title, IDEA, E-Rate)
- Assigned department and location
- Use, condition and maintenance of the property
- Any ultimate disposition data, including sale price and date of disposal

The Business/Operations Director or staff person designated by the Executive Director shall complete a physical inventory of property and equipment that will be compared to the detailed fixed asset listing on an annual basis. At this time, an assessment shall be made as to the adequacy of insurance coverage in force.

## **19. Payroll & Personnel**

### **Record Keeping**

The Human Resources Manager or other staff person designated by the Executive Director will maintain all employee files that include employee pay history and

withholding authorizations. An employee letter, which will include the employee's rate of compensation and effective date, will initiate the hiring of a new employee. All changes to standing payroll data, with the exception of the Executive Director's, shall be authorized in writing by the Executive Director including new hires, terminations, and pay rate changes. Changes to the payroll data of the Executive Director must be authorized by the Board. Employees shall authorize in writing any voluntary payroll deductions and court ordered payroll deductions.

### **Time Sheets**

Each hourly employee will be responsible for completing a time sheet on a bi-weekly basis. Paper time sheets will be dated and signed by the employee and will be submitted to the Human Resources Manager or staff person designated by the Executive Director at the end of the last working day of each pay period for Executive Director approval. Alternatively, hourly employees may be required to complete timesheets online, which will be reviewed for accuracy by the Human Resources Manager. No payroll checks will be issued without a completed time sheet. Incomplete time sheets will be returned to the employee for correction.

### **Payroll Deductions**

It is the policy of CWC Kansas City to properly record payroll deductions and pay the appropriate third parties on a timely basis. Also all payroll reports to third parties shall be submitted on a timely basis.

### **Personnel Leave**

Sick, vacation, personal and administrative hours or days are requested by all staff members on a Time Off Request Form stating the dates and total number of hours or days requested. These advance requests are given to the employee's Supervisor to be approved. When approved, the form is forwarded to the Office Manager. The time to be taken is recorded in the personnel records. Accrued vacation is recorded in the accounting system and updated each year based on vacation earned and taken. Accrued vacation per employee will not exceed the maximum carry over allowed in CWC Kansas City's personnel manual. It is the policy of CWC Kansas City not to pay staff for accrued leave upon termination of employment.

## **20. Contracts**

### **Contract Authority**

CWC Kansas City will take affirmative steps to assure that minority, women, and labor surplus area firms are used when possible. CWC Kansas City will adhere to the following procedures for the purchase of goods and services:

1. For new contracts under \$10,000: CWC Kansas City grants authority to sign contracts that do not exceed \$10,000 to the Executive Director with the following provision:



*All contracts to be signed must be consistent with the mission statement, philosophy, goals and objectives of CWC Kansas City. If there is a possibility, or the appearance of a possibility, that a contract would be outside the mission of CWC Kansas City, the Executive Director will consult with and receive approval of the Board of Directors.*

For new contracts between \$3,000 and \$10,000, the Executive Director will seek price quotes from at least two qualified vendors before awarding the contract. A list of all newly approved contracts under \$10,000 must be provided to the Board at the next Board meeting as part of the Executive Director's Board Report.

2. For new contracts over \$10,000 but less than \$25,000: The Executive Director shall inform the Finance Committee of the Board of Directors before the contract is signed.

For new contracts between \$3,000 and \$10,000, the Executive Director will seek price quotes from at least two qualified vendors before awarding the contract. A list of all newly approved contracts over \$10,000 but less than \$25,000 must be provided to the Board at the next Board meeting as part of the Executive Director's Board Report.

3. For new contracts over \$25,000: The Board of Directors must approve the contract. CWC Kansas City will follow all steps detailed below.

### **Competitive Bidding Procedure**

- The School will seek price quotes from at least three vendors and award the contract to the qualified vendor offering the supply or service needed for the lowest price.
- The Executive Director or designee is responsible for soliciting and documenting these quotes.
- The Board of Directors must provide final approval after multiple bids are presented to them with recommendations.
- Award may be made to a vendor other than the low bidder in circumstances where the higher bid demonstrates best value contracting procedures to the School. In such situations, the Executive Director or designee shall prepare a justification statement for such awards, furnishing a brief explanation of the factors leading to such a decision.
- If required by the School's Authorizer, the School will notify the School's Authorizer of any material or significant purchases, contracts and agreements in addition to obtaining Board of Trustee approvals.

### **Noncompetitive Procedure**

- The School may solicit a proposal from only one vendor in the following

situations: The item is available only from a single source; there is a public emergency that will not permit a delay in following the Competitive Bidding Procedure; or competition has been determined to be inadequate after a number of sources have been solicited.

4. For renewal contracts over \$25,000: The Executive Director shall inform the Finance Committee of the Board of Directors before the contract is signed.

A list of all newly renewed contracts over \$25,000 must be provided to the Board at the next Board meeting as part of the Executive Director's Board Report.

### **Independent Contractors**

It is the policy of CWC Kansas City to utilize criteria established by the IRS when assigning individual employee or independent contractor status. Individuals qualifying as independent contractors will sign an Independent Contractor Agreement and will be issued, by CWC Kansas City, an IRS Form 1099 if compensation is \$600 or more in a calendar year.

The procedure for hiring a consultant is to prepare a contractual agreement detailing the following items:

- Detailed description of services or tasks to be performed and description of deliverables.
- The time frame in which these services/duties are to be completed.
- The rate of pay.
- When payment will be made.
- What expenses will be reimbursed.
- Confirmation that said contractor is not on the Federal Excluded Parties System List.

The contract shall be signed by the consultant and the Executive Director. Members of the Board of Directors or working groups of CWC Kansas City may not enter into a contract with a consultant on behalf of CWC Kansas City without Board approval. The contract must have a payee identification number (Social Security Number or Employer Identification Number), phone number and home address of the consultant. If services are extended beyond the contract's time frame or additional money is required, a new contract or an addendum must be written. An IRS Form W-9 must also be completed by the independent contractor, if applicable.

## **21. Federal Grant Requirements**

It is the policy of CWC Kansas City to adhere to all federal guidelines including OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," OMB guidance A-87 and 34 CFR 80.20 for financial management standards, 34 CFR 80.36 for procurement standards, 34 CFR 80.32 for inventory management

standards, and EDGAR 80.

OMB Circular A-87 mandates that all costs paid with federal funds be necessary (needed for performance or administration of the grant), allocable (cost benefits the program in proportion to the amount of money paid), and reasonable (LEA follows sound business practices, pays a fair market price, and acts with prudence under the circumstances. Funds should be targeted where the needs are greatest. EDGAR covers three broad components: i) financial management, ii) procurement, and iii) inventory management systems.

Federal grant dollars should be used to supplement, not replace (i.e., supplant) spending that would have happened anyway using local money had the federal funds not been available. Additionally, CWC Kansas City will comply with maintenance of effort (MOE) and Excess Cost requirements. The Executive Director and Accountant will be responsible for completing grant budgets, applications and budget amendments, with the final authorization provided by the Executive Director and Board Chair (when applicable).

CWC Kansas City will ensure that reimbursement requests cover the appropriate grant period and will verify that all goods/services for which CWC Kansas City is seeking federal reimbursement have not only been purchased and paid for but have been actually received by the school. It will retain invoices and contracts onsite as backup for reimbursement requests.

CWC Kansas City will follow the first in/first out (FIFO) policy when seeking reimbursements of its federal grants. CWC Kansas City will seek to draw down the earlier grant period of a grant when multiple years of a grant are concurrently open.

### **Time and Effort Requirements**

CWC Kansas City will abide by the time and effort requirements of the Missouri State Department of Elementary and Secondary Education for employees paid with federal funds. This includes either Semi-Annual Certifications or Personnel Activity Reports. For each employee whose salary is partially or fully paid with federal funds an appropriate time and effort record must be maintained by CWC Kansas City. For an employee whose salary is fully covered by one cost objective, a Semi-Annual Certification must be completed.

A Semi-Annual Certification must:

- Be executed after the work has been completed
- State that the employee worked solely (100% of time and effort) on activities related to a particular cost objective
- Identify the cost objective
- Specify the reporting period
- Be signed by the employee or a supervisor with first-hand knowledge of the work performed

- Be dated

For an employee who works on multiple cost objectives, a Personnel Activity Reports (PARs) report must be completed.

A PAR must:

- Be executed after the work has been completed (projections of how an employee is expected to work or position descriptions are not sufficient)
- Account for the total activity for which each employee is compensated, including part-time schedules or overtime (total activity means all of the time an employee works, not just the amount of time worked on a federal program)
- Identify the cost objectives
- Specify the reporting period
- Be prepared at least monthly and coincide with one or more pay periods
- Be signed by the employee (unlike a semi-annual certification a supervisor's signature alone is not sufficient, although a subgrantee may choose to require a supervisor to sign the PAR in addition to the employee as an extra internal control)
- Be dated

Prior to paying an employee for extra work beyond the employee's contract, written documentation that indicates the extra work to be performed, the date(s) of performance, and the amount to be paid must be prepared. If a contract is established, it must be signed by CWC Kansas City and the employee.

It is the role of the accountant to create, distribute, and ensure completion of all Semi-Annual Certification and Personnel Activity Reports for each fiscal year. Staff administering activities of grants provided by federal funds shall be responsible for ensuring compliance with the requirements of each of the above regulations as well as the specific requirements contained in the grant agreements.

### **Conflict of Interest**

No employee, officer, or agent of CWC Kansas City shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. A conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit the firm considered or selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

Should any officers, employees, or agents of the recipient engage in violation of such conflict of interest policy, disciplinary actions will be applied in accordance

with the personnel policies of the school or Board of Directors bylaws, as applicable.

Staff administering activities of grants provided by federal funds shall be responsible for ensuring compliance with the requirements of each of the above regulations as well as the specific requirements contained in the grant agreements.

## **22. Insurance**

It is the policy of CWC Kansas City that on an annual basis, the Business/Operations Director and the appropriate Board Committee shall review all insurance coverage in force prior to renewal to determine if coverage is deemed to be adequate. Limits, types of coverage, and deductibles shall be considered. The Executive Director shall approve any changes.

General Business owners insurance will be maintained on the following:

- General Liability
- Directors and Officers
- Umbrella Coverage
- Property/Lease Insurance
- Auto Liability Insurance (if applicable)
- Worker's Compensation covering each state in which there is an employee

As part of the annual budget submission, the Board will be notified of coverage amounts for all policies listed above and any recommendations for increases or decreases to policies.

## **23. Record Retention**

It is the policy of CWC Kansas City to maintain records in accordance with laws and regulations. In keeping with the sustainability mission of CWC Kansas City, as much as possible, electronic copies and archives of documents will be maintained. The record retention policy is as follows:

- A. Permanent
  - Corporate Articles of Incorporation
  - By-Laws
  - Minutes
  - Personnel Files - Including Employee Contracts, etc.
  - Legal Matters
  - Contracts
  - Audit Reports
  - Public Inspection of Records

- Correspondence with Internal Revenue Service
  - Correspondence with District of Columbia
  - Donor Funding Records
  - Tax Filings (990s, Withholding, etc.)
  - Annual General Ledger and Financial Statements
- B. Five Years
- Timesheets, Leave Requests and Personnel Activity Files
  - Bank Deposit Slips and Support
  - Procurement and Purchasing Data
  - Budgets
  - Accounting Records
  - Accounts Payable Invoices
  - Accounts Receivable Records, Vouchers and Payroll Checks
  - Bank Statements
  - Insurance policy binders
  - Payroll Earnings Records
  - Travel Expense Reports and Records
  - Journal Entries
  - Grant and Contract Files
  - Any records that pertain to property acquisition with more than a one-year life must be maintained until 5 years after the property has been disposed

If any litigation, claim, or audit is started before the expiration of the first three years of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and the final action taken.

#### **24. Legal & Internal Revenue Service Matters**

It is the policy of CWC Kansas City that all legal and Internal Revenue Service matters and correspondence, verbal or written, shall be directed to the Executive Director immediately. When necessary and appropriate, the Executive Director is responsible for informing the Board of such correspondence in a timely manner.

#### **25. Amendments or Changes to Financial Policies**

Any changes or modifications to the Financial Policies and Procedures must be approved by the Board. The Executive Director is responsible for ensuring that the

policies are revised as approved and required. The Executive Director will ensure that these procedures and policies are posted on the school's website.

**26. Annual Timeline of Financial Deadlines**

The following financial deadlines shall be adhered to annually:

Activity	Responsibility	Deadline
Audit: Engage auditor	Board Finance Committee	June 30. Notify Board of auditor by July meeting
Audit: Completed	Board Finance Committee and Executive Director	November 1. Provide to Board at November meeting for approval
IRS Form 990: Completed	Board Finance Committee	November 15. Board reviews draft prior to submission

The following are anticipated financial deadlines:

Activity	Responsibility	Deadline
Budget Draft	Executive Director in partnership with Board Finance Committee	March
Final Budget for Board Review and Approval	Executive Director in partnership with Board Finance Committee	April Board Meeting

# Human Resources Policies

## **27. FMLA Policy and Exhibits**

### **General Provisions**

CWC Kansas City will provide Family and Medical Leave ("FMLA") to its eligible employees. The mandatory FMLA Notice is posted and provides all new employees with notices required by the U.S. Department of Labor on Employee Rights and Responsibilities under the Family and Medical Leave Act in Missouri.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact Ed Ops, Paul Greenwood at paul@ed-ops.com in writing.

### **Eligibility**

To qualify to take twelve (12) weeks of unpaid family or medical leave under this policy, employees of CWC Kansas City must meet all of the following conditions:

1. The employee must have worked for the company for have been employed for at least twelve (12) months and,
2. Worked at least 1250 hours during the 12 month period immediately prior to requesting leave

### **Qualifying Events**

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

- a. Birth of a child or placement of child for adoption or foster care;
- b. To bond with a child (leave must be taken within one (1) year of birth or placement);
- c. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition (as defined below);
- d. Employee's own serious health condition (as defined below) that prevents the employee from performing the job functions;
- e. Because of a qualifying exigency (defined below) arising out of the fact that an employee's spouse, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;
- f. To care for a covered service member (defined below) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.



### **Amount and Type of Leave Taken**

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

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

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

### **Intermittent or Reduced Leave**

An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. CWC Kansas City will require a certification, in the form described in the Required Certification and Reporting section below, to document the medical necessity of such intermittent leave.

### **Notification of Leave**

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

### **Benefits and Return to Work**

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

CWC Kansas City may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has

expired.

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

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

### **Required Certification and Reporting**

CWC Kansas City requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee on a form to be provided by CWC Kansas City. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

This certification must include:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. If the purpose of the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
- d. If the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his or her job functions, the likely duration of that inability and whether a need for leave is continuous or intermittent. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board;
- e. Appropriate medical facts about the condition (a diagnosis is not required);
- f. Contact information of the health care provider, including name, address, telephone number, fax number, and type of medical practice / specialty.

CWC Kansas City, at its own expense, may obtain the opinion of a second health care provider of CWC Kansas City's choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, CWC Kansas City may, at its own expense, obtain a third opinion from a health care provider

upon which CWC Kansas City and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both CWC Kansas City and the employee.

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

CWC Kansas City may require an employee on FMLA leave to report periodically to their supervisor on the employee's status and intent to return to work.

### **Special Provisions**

When an instructional employee or other key position (as defined below) essential to the function of the school seeks intermittent leave or leave on a reduced schedule in connection with a family or personal illness that would constitute at least 20% of the total number working days in the period during which the leave would extend, CWC Kansas City may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

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

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

### **Definitions**

1. Covered service member - is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he or she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade rank or rating.
2. Instructional employee or other key position - is an employee whose school leader function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.
3. Parent - a biological parent or one who acted in place of a parent when the employee was a child. The term "parent" does not include parent "in-law."

4. A qualifying exigency may include:
  - attending certain military events,
  - arranging for alternative childcare,
  - addressing certain financial and legal arrangements,
  - attending certain counseling sessions,
  - attending post-deployment reintegration briefings
5. Serious health condition - an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider and has been duly documented by a health care provider, as described below:
  - a. Hospital Care -

Such as inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, includes any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
  - b. Absence Plus Treatment - A period of incapacity of more than three full consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
    - i. Treatment two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
    - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.
  - c. Pregnancy - Any period of incapacity due to pregnancy, or for prenatal care.
  - d. Chronic Conditions Requiring Treatments - A chronic condition which:
    - i. Requires periodic visits (at least twice a year) for treatment by a healthcare provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider;
    - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    - iii. May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy).
  - e. Permanent/Long-term Conditions Requiring Supervision - A period of incapacity<sup>4</sup> which is permanent or long term due to a condition for which treatment may not be effective. The employee or family

member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

- f. Multiple Treatments (Non-Chronic Conditions) - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a healthcare provider, either from restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity<sup>4</sup> of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), or kidney disease (dialysis).
6. Son or daughter - a biological, adopted or foster child, a step-child, a legal ward or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a documented mental or physical disability.
7. Spouse - a husband or wife.

## **28. Equal Opportunity Employment Policy**

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

CWC Kansas City 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.

### **Non-Discrimination Against/Accommodation of Qualified Individuals with Disabilities**

The CWC Kansas City 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 CWC Kansas City Board shall also provide reasonable accommodations for qualified individuals in accordance with these laws. The Board shall ensure that that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and during active employment with CWC Kansas City. Qualified applicants or CWC Kansas City employees with disabilities should make formal requests in writing for accommodations.

## **29. Drug Free Workplace**

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

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees.

Employees who display physical manifestations of drug or alcohol use while on duty may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

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

CWC Kansas City will institute a drug-free awareness program to inform employees of:

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

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

CWC Kansas City's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem.

Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, CWC Kansas City shall certify that it has adopted and

implemented the drug prevention program described in this policy, in the form required by such agency. CWC Kansas City shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

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

### **30. Harassment Policy and Exhibits**

#### **Unlawful Harassment**

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

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.

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

#### **Reporting**

The CWC Kansas City 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.

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

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

If the Board of CWC Kansas City determines that harassment has occurred, it will take remedial action commensurate with the circumstances, up to and including possible termination. 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.

### **Protection Against Retaliation**

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

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

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

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

### **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.

### **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 (insert contact info).

## **31. Judicial, Military Duty and Religious Leave Policy**

### **Types of Leave**

1. CWC Kansas city employees shall be allowed a leave of absence up to three (3) days without loss of pay and without deduction of any amounts otherwise received as compensation for service as an employee for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

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

2. CWC Kansas City employees will be paid for a maximum period of 18 working days for ordered military duty. Applicable federal and state laws will be followed.
3. Leave for religious holidays may be granted to benefit eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and their supervisor.

### **Notice**

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

## **32. Employment Status Policy**

### **Employment Status**

Employees of CWC Kansas City are considered at-will employees. "At will" is defined as allowing either employee or employer to terminate the employment agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

At the time of hiring, employees shall execute an At-Will Employment Agreement demonstrating understanding of the conditions and expectations of employment at CWC Kansas City

CWC Kansas City shall follow all requirements of the Fair Dismissal Act (or the terms of

the agreed upon contract) should termination be necessary.

### **33. Professional Personnel Hiring and Recruitment Policy**

#### **Authority to Hire**

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

#### **Recruitment**

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.

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

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

The Head of School, Executive Director, or Board may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

#### **Qualifications**

CWC Kansas City shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. CWC Kansas City will give strong consideration to the following qualifications:

1. (When applicable) Demonstrated global awareness as evidenced by international travel or study abroad, or ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences;
2. Advanced degrees;
3. High academic achievement;
4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds CWC Kansas City serves;

8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;
10. Demonstrated effective management and instructional practices;
11. Professionalism in demeanor and appearance;
12. National Board Certification;
13. Missouri Professional Certification or eligibility for such; and
14. Willingness to work with athletics and extra-curricular activities.

This profile is not all-inclusive and may change depending on the school's needs at the time of hire. The Board's ultimate goal is to attract and retain highly competent individuals who share the school's mission and who will provide the best educational opportunities possible for our students.

### **34. Personnel Evaluations Policy**

#### **Staff Observations and Evaluations**

The Executive Director shall be formally evaluated by a third-party 501(c)3 with input from the Board on at least an annual basis. The Head of School, Deans, and Directors shall be formally evaluated by the Executive Director on at least an annual basis using an established evaluation instrument adopted by the Board.

Each certified staff member shall be formally observed and evaluated by the Head of School/Dean on at least an annual basis using an established evaluation instrument adopted by the Board.

Each classified staff member shall be formally evaluated by their supervisor on at least an annual basis using an established evaluation instrument adopted by the Board.

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

Employees shall have the right to accept the evaluation or to dissent and provide written commentary related to the dissent; however, the document, regardless of acknowledgment or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

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

### **35. Employee Dress Code Policy**

## **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

All staff shall dress in a manner and style in accordance with administrative regulations set forth by the Handbook and clarified by their supervisor.

## **Dress Code**

A complete description of acceptable and unacceptable dress will be provided prior to employment in the employee manual and will be referenced throughout the year as needed. An employee who is inappropriately dressed, in the opinion of their supervisor, may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

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

In addition, some job functions necessitate attire that may otherwise be considered "inappropriate", i.e., Physical Education teachers may wear exercise attire. Discretion of these instances is by their supervisor.

## **36. Staff Complaints and Grievance Policy**

### **Intent of the Policy**

This policy provides a mechanism for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible. 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.

### **Definitions**

1. Complaint - A complaint is any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.
2. Employee – An employee is any person hired by the Board to perform services either full or part-time.

3. Days - Days shall mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.
4. School Leader - Employee possessing that degree of administrative authority.
5. Parties in Interest - Any persons involved in the processing and investigation of the complaint.
6. Complaint File - A file maintained by the Regional Office containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.
7. Board - The Governing Board of CWC Kansas City
8. Notification - Delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

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

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

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: Citizens of the World Kansas City, Attn: Executive Director, 3435 Broadway, Kansas City, MO, 64111.

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.

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.

The Governing Board may appoint a member of the State Bar of Missouri 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.

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 Board; provided 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. All access to those records will be governed by that court's rules and procedures.

The overall time frame from the initiation of the complaint until rendition of the decision by the 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.

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

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

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

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 Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the Executive Director or the complainant.

The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Board level of

the complaint process, unless it is determined by the Executive Director presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the 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.

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.

### **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.

### **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.

## **37. Personal Leave Policy**

### **Sick Leave**

Full-time employees (thirty-five or more hours per week) of the school shall be eligible to accrue up to eight (8) days of sick leave per academic year. Accrued sick leave can be taken in half day or full day increments. Employees paid on a part-time, seasonal, or temporary basis are not eligible for leave benefits.

Sick leave for full time employees is earned at the rate of 1 day per month (beginning with the first pay check received) times the number of months worked, to a maximum of 8 days.

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

Certified employees who are absent from work may remain on the requisition as

long as the teacher is in-state pay status. However, that person will receive full pay for the remainder of unused sick leave. An employee will not be on payroll thereafter unless actually present.

Upon the approval of their supervisor, an employee may utilize sick leave for the following reasons:

- absence due to illness or injury;
- absence due to exposure to contagious disease necessitated to protect the health of others who might be endangered by his attendance on duty;
- absence due to an illness or death in the employee's immediate family. (Immediate family includes spouse, children, mother, father, brothers, sisters, grandparents, in-law equivalent of the above and any relative residing in the employee's home.)
- personal leave

Employees absent for other than approved reasons, or absent after sick leave has been exhausted, shall be deducted at their daily rate of pay for each day's absence not covered by leave or unapproved.

When an employee terminates employment with CWC Kansas City and immediately retires, he/she will not be compensated for unused sick leave hours accrued.

### **Personal Leave**

Per fiscal year, an employee may use up to a maximum of three (3) days of any accumulated sick leave for personal or professional reasons if prior approval of their absence is given by their supervisor.

No grant of approval for an absence permitted under this policy section shall be conditioned upon disclosure of the specific purpose for which such absence is sought, nor shall any such grant of approval be withheld or denied because of the failure or refusal of the employee to disclose the specific purpose for which an absence is sought, provided that the employee may be requested to state whether the absence is sought under the category of "personal" or "professional" absence.

### **Adoption Leave**

Employees may use sick leave during the first six (6) calendar weeks of adoption leave. Certification from the adoption agency or the attorney who arranges the adoption is required.

### **Vacation for 12 Month Employees**

Vacation schedule applies for all twelve-month employees. Service refers to continuous CWC Kansas City service.



Annual employees will accumulate vacation on a monthly basis, with the number of days earned calculated by using the total vacation days earned per year divided by twelve. An employee must be at work or on paid leave 13 days within a month to earn vacation leave.

For vacation purposes, the length of employment will be determined on the anniversary date of employment.

12-month employees will be eligible to earn 10 variable days off per academic year

(PTO, 2 Vacation, or 1 PTO/1 Vacation) each year up to a combined cap of four (4) rolled-over days. It is the employee's responsibility to verify rolled-over days with the Regional Administrative Office to ensure accuracy.

All other PTO/Vacation not rolled over expires as follows:

- 10-month employees: PTO expires at the end of the academic year.
- 12-month employees: PTO/vacation accrued in one academic year expires on the first day of "Summer Institute" of the following academic year (i.e. PTO/vacation is able to be used in the first part of July). Any other extensions must be scheduled and approved by the Executive Director prior to this date.
- 12-month "Operations Team" employees: Due to the seasonality and high-summer-demand of operations and recruitment positions, an extended expiration schedule is allowed. PTO/vacation accrued in one academic year expires on October 31 of the following academic year. "Operations Team" employees consist of the Director of Operations, Operations Manager, and Recruitment/Attendance Manager.

At the time of termination, employees will not receive pay for earned and unused vacation within that academic year.

Earned vacation days may be requested in order to extend sick leave if necessary.

**Holidays for CWC Kansas City twelve-month employees:**

12-month employees will additionally receive the following as paid holidays:

- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day

The following calendared school breaks are paid days off, subject to 1) make-up day necessities and 2) workload demands:

- Thanksgiving Break (5 work days), generally the 4<sup>th</sup> week of November, inclusive of Thanksgiving Day.

- Winter Break (10 work days, generally the last 2 calendar weeks of the year, and including Christmas Eve, Christmas, and New Year's Day)
- Spring Break (5 work days, generally 1 calendar week in March)

### **Extended Leave of Absence**

The Board may grant extended leaves of absence. All extended leaves of absence will be without pay, and are not to last more than a single academic year, unless approved by the Executive Director. In order to qualify for extended leave, an employee must have completed at least three (3) full years of service with CWC Kansas City.

Extended leaves of absence may be granted for the following reasons:

- Maternity Leave
- Paternity Leave
- Adoption
- Health Issues
- Or an approved FMLA absence

The employee shall be entitled to return to active employment upon written request for reassignment and contingent upon a vacancy in the field in which he/she was employed when the leave was granted. Such an employee shall be given preference equal to that given to any other applicant returning from a period of extended leave.

An employee who does not use his/her leave for the purpose requested shall forfeit all rights and privileges provided for under the policy. He/she shall be considered as having resigned from CWC Kansas City effective as of the beginning date of the approved leave.

### **38. Mandatory Reporting of Child Abuse Policy**

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

### **39. Communicable Diseases Policy**

#### **Purpose of Policy**

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

## **Definitions**

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

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

## **Protections**

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

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

## **Prevention of Transmission**

Each year, the Head of School or Executive Director shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

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

## **Identification of Potential Risks**

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

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

Once the student's or employee's medical condition has been determined, the Executive Director 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 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.

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 Board programs or to be employed by the Board.

In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a contagious disease, the Executive Director is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten (10) 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.

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.

### **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.

## **40. Federal Mandates - ESSA**

### **Local Educational Agency Policy**

Each local educational agency that receives funds under Title I, Part A shall develop jointly with, agree upon with, and distribute to, parents of participating children a written parent involvement policy that is incorporated into the local educational agency's plan developed under section 1112, establishes the expectations for parent involvement, and describes how the local educational agency will:

- involve parents in the joint development of the plan under section 1112, and the process of school review and improvement under section 1116;
- provide the coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance;
- build the schools' and parents' capacity for strong parental involvement as described in Building Capacity for Involvement (in II, below).
- coordinate and integrate parental involvement strategies under this part with parental involvement strategies under other programs, such as the Head Start program, Reading First program, Early Reading First program, Even Start program, Parents as Teachers program, and Home Instruction Program for Preschool Youngsters, and State-run preschool programs;

- conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the quality of the schools served under this part, including identifying barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background), and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies described in this section; and
- involve parents in the activities of the schools served under Title I, Part A

#### Reservation of Funds.

Each local educational agency shall reserve not less than 1 percent of such agency's allocation under Title I, Part A to carry out parental involvement, including family literacy and parenting skills, (unless 1 percent of such agency's allocation under Title I, Part A (other than funds allocated under section 1002(e)) for the fiscal year for which the determination is made is \$5,000 or less.)

Parents of children receiving services under Title I, Part A shall be involved in the decisions regarding how funds reserved as set forth above are allotted for parental involvement activities.

#### **School Parental Involvement Policy**

Each school served under Title I, Part A shall jointly develop with, and distribute to, parents of participating children a written parental involvement policy, agreed upon by such parents, that shall describe the means for carrying out the requirements of Policy Involvement, Shared Responsibilities for High Student Academic Achievement, Building Capacity for Involvement and Accessibility. Such policy shall be updated periodically to meet the changing needs of parents and the school.

*Special rule.*--If the school has a parental involvement policy that applies to all parents, such school may amend that policy, if necessary, to meet the requirements of this subsection.

*Amendment.*--If the local educational agency has a school district-level parental involvement policy that applies to all parents, such agency may amend that policy, if necessary, to meet the requirements of this subsection.

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

#### Policy Involvement.

Each school served under Title I, Part A shall:

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

Shared Responsibilities for High Student Academic Achievement.

As a component of the school-level parental involvement policy, each school served under Title I, Part A shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall:

- (1) describe the school's responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the State's student academic achievement standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and

- (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
  - (A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
  - (B) frequent reports to parents on their children's progress; and
  - (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

#### Building Capacity for Involvement.

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

- (1) shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children;
- (2) shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
- (3) shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
- (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children;
- (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
- (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
- (7) may provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
- (8) may pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;

- (9) may train parents to enhance the involvement of other parents;
- (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
- (11) may adopt and implement model approaches to improving parental involvement;
- (12) may establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;
- (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and
- (14) shall provide such other reasonable support for parental involvement activities under this section as parents may request.

### **Accessibility**

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

### **Parent's Right to Know Professional Qualifications of Teachers and Paraprofessionals**

At the beginning of each school year, CWC Kansas City receives funds under Title I shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and CWC Kansas City will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:

Whether the student's teacher—

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived
- Is teaching in the field of discipline of the certification of the teacher
- Whether the child is provided services by paraprofessionals and, if so, their qualifications.

### **Missouri Department of Elementary and Secondary Education Every Student Succeeds Act of 2015 (ESSA) Complaint Procedures**

This guide explains how to file a complaint about any of the programs that are administered by the Missouri Department of Elementary and Secondary Education



(the Department) under the Every Student Succeeds Act of 2015 (ESSA).

1. What is a complaint?

For these purposes, a complaint is a written allegation that a local education agency (LEA) or the Missouri Department of Elementary and Secondary Education (the Department) has violated a federal statute or regulation that applies to a program under ESSA.

2. Who may file a complaint?

Any individual or organization may file a complaint.

3. How can a complaint be filed?

Complaints can be filed with the LEA or with the Department.

4. How will a complaint filed with the LEA be investigated?

Complaints filed with the LEA are to be investigated and attempted to be resolved according to the locally developed and adopted procedures.

5. What happens if a complaint is not resolved at the local level (LEA)?

A complaint not resolved at the local level may be appealed to the Department.

6. How can a complaint be filed with the Department?

A complaint filed with the Department must be a written, signed statement that includes:

1. A statement that a requirement that applies to an ESSA program has been violated by the LEA or the Department, and
2. The facts on which the statement is based and the specific requirement allegedly violated.

7. How will a complaint filed with the Department be investigated?

The investigation and complaint resolution proceedings will be completed within a time limit of forty-five calendar days. That time limit can be extended by the agreement of all parties.

The following activities will occur in the investigation:

1. Record. A written record of the investigation will be kept.
2. Notification of LEA. The LEA will be notified of the complaint within five days of the complaint being filed.
3. Resolution at LEA. The LEA will then initiate its local complaint procedures in

an effort to first resolve the complaint at the local level.

4. Report by LEA. Within thirty-five days of the complaint being filed, the LEA will submit a written summary of the LEA investigation and complaint resolution. This report is considered public record and may be made available to parents, teachers, and other members of the general public.
5. Verification. Within five days of receiving the written summary of a complaint resolution, the Department will verify the resolution of the complaint through an on-site visit, letter, or telephone call(s).
6. Appeal. The complainant or the LEA may appeal the decision of the Department to the U.S. Department of Education.

8. How are complaints related to equitable services to nonpublic school children handled differently?

In addition to the procedures listed in number 7 above, complaints related to equitable services will also be filed with the U.S. Department of Education, and they will receive all information related to the investigation and resolution of the complaint. Also, appeals to the United States Department of Education must be filed no longer than thirty days following the Department's resolution of the complaint (or its failure to resolve the complaint).

9. How will appeals to the Department be investigated?

The Department will initiate an investigation within ten days, which will be concluded within thirty days from the day of the appeal. This investigation may be continued beyond the thirty day limit at the discretion of the Department. At the conclusion of the investigation, the Department will communicate the decision and reasons for the decision to the complainant and the LEA. Recommendations and details of the decision are to be implemented within fifteen days of the decision being delivered to the LEA.

10. What happens if a complaint is not resolved at the state level (the Department)?

The complainant or the LEA may appeal the decision of the Department to the United States Department of Education.

# Operational Policies

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

CWC Kansas City assures that it will comply with:

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

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

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

## **42. Official School Year and School Day**

The CWC Kansas City Board will annually adopt a school calendar that will provide for a minimum of 174 days and 1,104 hours of pupil attendance.

The length of the school day will meet Missouri Department of Elementary and Secondary Education requirements for six (6) clock hours of instruction. A school year and school day, in excess of the state required minimum, may be

recommended by the Head of School or the Executive Director and approved by the Board.

If CWC Kansas City is dismissed due to inclement weather after school has been in session for three (3) or more hours, and a lunch service completed, that day shall count as a full day.

CWC Kansas City shall abide by the Section 160.041, RSMo requirements in that the planned school calendar will provide for a minimum of 1,044 hours of instruction, plus 60 planned hours of make-up instruction, resulting in 1,104 minimum planned hours of instruction. This minimum additionally meets the threshold for exempting the school from scheduling additional required make-up days.

Regardless, the Board may elect to 1) convert planned breaks (i.e. Spring Break) or 2) add additional days to the calendar to meet the academic needs of the school.

### **43. School Calendar**

#### **Approval of Annual Calendar**

The Executive Director shall submit for approval by the Board a calendar for the upcoming school year no later than the last regularly scheduled board meeting in April of each preceding academic year. The calendar shall specify the calendar dates of the school year for students, the work year for staff, holidays and breaks, and other critical activities and events. The annual calendar shall comply with the School's policies and applicable regulations of the Missouri State Board of Education.

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

Information pertaining to dissemination and publishing of the adopted calendar shall take place on the school's website and via other communication channels no later than May 1.

#### **Authorization to Revise the Annual Calendar**

The Board, upon recommendation by the Executive Director has the authority to make changes to the official school calendar through a duly adopted board resolution.

### **44. Fiscal Year**

The fiscal year for CWC Kansas City shall be July 1 – June 30 of the following year.

### **45. School Annual Report**

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

The Annual Report will be available to all CWC Kansas City patrons, and to each member of the General Assembly representing a legislative LEA (Local Education Authority) that contains a portion of CWC Kansas City's attendance area.

#### **46. Public Inspection**

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

1. The school's charter;
2. The school's most recent annual report card published according to Missouri Revised Statute section 160.522;
3. The results of background checks on CWC Kansas City Board members; and
4. If operated by a management company, a copy of the written contract between the governing board of the school and the educational management organization or the charter management organization for services.

The school may charge reasonable fees, not to exceed the rate specified in section 610.026 for furnishing copies of documents under this subsection.

#### **47. Title I**

##### **Parent Involvement**

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

##### **Reporting Requirements**

Pursuant to the provisions of the No Child Left Behind Act of 2001, CWC Kansas City will submit its Federal Title I LEA Plan, describing CWC Kansas City's Title I services to the proper entities.

#### **48. Equal Educational Opportunity**

It is the policy of the Board to provide a free and appropriate education for students with disabilities. Students with disabilities are those who, because of certain atypical characteristics, have been identified by professionally qualified personnel as requiring special educational planning and services. Students with disabilities will be

identified on the basis of physical, health, sensory, and/or emotional handicaps, behavioral problems or observable exceptionalities in mental ability. It is possible that a student may have more than one type of disability.

The CWC Kansas City's programs and services available to meet the needs of these students will be in accordance with The Individuals with Disabilities Education Act, The Education for All Handicapped Students Act of 1975, The Rehabilitation Act of 1973, Section 504, and § 162.670 - .995 RSMo., Missouri Special Education Services. In addition, the identification of students with disabilities and the services provided by the LEA will be in accordance with the regulations and guidelines of the Missouri Department of Elementary and Secondary Education's Current Plan for Part B of The Education of the Handicapped Act, as amended.

#### **49. Homeless Policy**

Citizens of the World Kansas City will follow the Missouri Department of Elementary & Secondary Education's definition of a "homeless" student. This definition means:

- Students who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and,
- Includes:
  - Children/youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
  - Children/youths who have a primary nighttime residence that is a public or private place not designed for ordinarily used as a regular sleeping accommodation for human beings;
  - Children/youths who are living in cars, parks, public spaces, abandoned buildings, sub-standard housing, bus or train stations, or similar settings; and
  - Migratory children who qualify as homeless because the children are living in circumstances described above.

Once CWC Kansas City has determined that an enrolling student is homeless, the school's homeless coordinator must assist in the student in obtaining his/her education, immunization, medical, and other records. Per McKinney-Vento, the student must be enrolled in the interim. If the homeless coordinator is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program, the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within ninety (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in § 167.181.3, RSMo.

#### **Enrollment/Placement**

CWC Kansas City will consider the best interest of the homeless student, with

parental involvement, in determining whether he/she should be enrolled in the *school of origin* or the school that non-homeless students who live in the attendance area in which the homeless student is actually living are eligible to attend (also known as the *school of residency*).

To the extent feasible, and in accordance with the homeless student's best interest, the homeless student should continue his or her education in the *school of origin*, except when contrary to the wishes of the parent or guardian. If the homeless student is unaccompanied by a parent or guardian, the homeless coordinator will consider the views of the homeless student in deciding where he or she will be educated. The choice regarding placement shall be made regardless of whether the homeless student lives with the homeless parents or has been temporarily placed elsewhere. Note: since CWC Kansas City only has one school location per grade level, the *school of origin* and the *school of residency* are, in this case, the same.

The school selected shall immediately enroll the homeless student even if he/she is unable to produce records normally required for enrollment, such as previous academic records, immunization records, proof of residency or other documentation. However, CWC Kansas City may require a parent or guardian of a homeless student to submit contact information.

### **Services**

Each homeless student shall be provided services comparable to services offered to other students in the district including, but not limited to, transportation services; educational services for which the student meets the eligibility criteria, such as educational programs for disadvantaged students, students with disabilities and gifted students; vocational programs and technical education; school meals programs; preschool programs; before- and after-school care programs; and programs for students with limited English proficiency. Homeless students will not be segregated in a separate school or in a separate program within a school based on the students' status as homeless.

## **50. Students of Legal Age**

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

## **51. Student Educational Records**

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

The parents/guardians of students who are attending or have attended CWC Kansas City have the right to inspect and review the educational records of their students and to request amendment of their students' educational records due to errors and/or omission. CWC Kansas City has adopted procedures for the granting

of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

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

## **52. Health Information Records**

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

## **53. School Safety Plan and Emergency School Closing**

### **School Safety Plan**

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

### **Emergency Suspension of School Operations or Activities**

The Board authorizes the Executive Director 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.

The Head of School 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.

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

At the Head of School's discretion, school activities as defined above, may be



canceled even after operation of a regular school day if conditions exist to warrant such suspension. The school leader or other school leader shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

#### **54. Communicable Diseases**

A student shall not attend classes or other school-sponsored activities, if the student (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is liable to transmit the contagious or infectious disease, unless the Head of School or his/her designee has determined, based upon medical evidence, that the student:

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

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

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

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

CWC Kansas City 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 Head of School.

#### **55. Distribution of Medicine**

If CWC Kansas City employs a school nurse, the nurse (or another employee designated by the Head of School) may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following

requirements are met:

1. Prescription drugs must be in the original container, bear the name of the student, the name of the physician and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container.
2. The appropriate approval form for medication must have been completed and signed by the parent or guardian for each medication.
3. The school nurse or other designated employee shall keep a written report of medication taken by the student.

The School reserves the right to refuse to administer certain types of medication (at the discretion of the school nurse or other employee authorized by the Head of School or other authorized school leader) when such administration could prove harmful to staff or student without proper training or direction of a doctor.

### **Student Self-Administration of Medicine**

Please see statutory requirement regarding student self-administration of medicine: <http://www.moga.mo.gov/mostatutes/stathtml/16700006271.html>

## **56. Immunizations**

All students attending CWC Kansas City are required to be in compliance with state programs mandating immunization against specific diseases. Failure to comply with the State of Missouri's immunization requirements will result in exclusion from school until proof of compliance is provided. Homeless children will be granted a temporary twenty-four (24) hour grace period within which to submit proof of compliance.

The Head of School shall institute procedures for the maintenance of health records, which are to show the immunization status of every student enrolled or attending the CWC Kansas City, and for the completion of all necessary reports in accordance with guidelines prepared by the Department of Social Services-Missouri Division of Health.

## **57. Student Group Use of School Facilities**

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

## **58. Student and Classroom Observations**

While CWC Kansas City 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 CWC Kansas City to protect the privacy of all students.

Requests for observations by an outside educational or clinical professional must be submitted in writing to the Head of School or other authorized school leader 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.

The Head of School or other school leader must provide parents of students in the classroom written notice of a third party's desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

If the outside professional is approved for the observation, all data collected shall be provided to the Principal or other authorized school leader.

Upon request, the Head of School or other authorized school leader 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 Head of School or other authorized school leader 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.

## **59. School Attendance**

The Board shall abide by the compulsory attendance laws of the state of Missouri, with the exception of those students who may be excused from full-time attendance by the Head of School. Individual petitions for any deviation from full-time attendance shall be considered by the Head of School on the merits of the

individual student's application and in compliance with state law and regulations.

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

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

### **Attendance Rules**

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

1. Personal illness or attendance in school endangers a student's health or the health of others.
2. A serious illness or death in a student's immediate family necessitating absence from school.
3. A court order or an order by a governmental agency mandating absence from school.
4. Observance of religious holidays.
5. Conditions rendering attendance impossible or hazardous to student health or safety.
6. A student whose parent or legal guardian is in military service in the armed forces of the United States or the National Guard, and such parent or legal guardian has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting, shall be granted excused absences, up to a maximum of five school days per school year, for the day or days missed from school to visit with his or her parent or legal guardian prior to such parents or legal guardians deployment or during such parents or legal guardian leave.

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

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

When the student is absent, the school will attempt to contact the parent to determine the cause of absence. However, the written excuse must be brought, whether or not a contact is made by phone. The Office Manager will maintain an accurate phone log of absentee calls.

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

responsibility to make arrangements with the teacher for make-up work.

In order to participate in an extracurricular or after school activity, a student must be in attendance on the school day of the activity.

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

## **60. Student Attendance Accounting**

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

The Head of School, with the assistance of the Office Manager, will be responsible for maintaining student attendance accounting, and for submitting monthly reports of such records to the Board, which will in turn be responsible for preparing reports to be submitted to the appropriate state offices.

## **61. Eye Protection**

Every student, teacher and visitor is required to wear an "industrial quality eye protective device" when participating in or observing any of the following:

1. Vocational, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: hot molten metals, or other molten materials; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding, or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials;
2. Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations or other hazards not enumerated.

"Industrial quality eye protective devices" means devices meeting the standards of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z87.1-1968, and subsequent revisions thereof, approved by the American National Standards Institute, Inc.

## **62. Course Requirements – Constitution, American History, Missouri Government**

1. If CWC Kansas City offers seventh and eighth grade education the school shall offer regular courses of instruction in the Constitution of the United States

and of the state of Missouri and in American history and institutions, which shall begin not later than the seventh grade and continue in high school to an extent determined by the state commissioner of education.

2. If CWC Kansas City offers high school education the school shall offer in grade nine, ten, eleven, or twelve a course of instruction in the institutions, branches and functions of the government of the state of Missouri, including local governments, and of the government of the United States, and in the electoral process. Each pupil who receives a high school diploma or certificate of graduation shall satisfactorily complete such a course of study. Such course shall be of at least one semester in length and may be two semesters in length.

The school may waive the requirements of this subsection for any student who transfers from outside the state to a Missouri high school if the student can furnish documentation deemed acceptable by the school of the student's successful completion in any year from the ninth through the twelfth grade of a course of instruction in the institutions, branches, and functions of state government, including local governments, and of the government of the United States, and in the electoral process.

3. American history courses at the elementary and secondary levels shall include in their proper time-line sequence specific referrals to the details and events of the racial equality movement that have caused major changes in United States and Missouri laws and attitudes.
4. No pupil shall receive a certificate of graduation unless he has satisfactorily passed an examination on the provisions and principles of the Constitution of the United States and of the state of Missouri, and in American history and American institutions. and American civics. The civics portion of the examination shall consist of one hundred questions similar to the one hundred questions used by the United States Citizenship and Immigration Services administered to applicants for United States citizenship. The civics examination requirement may be waived for any student with a disability if recommended by the student's IEP committee.

### **63. Reading Instruction**

Pursuant to the Missouri Reading Instruction Act (Section 170.014), CWC Kansas City 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.

## **64. Human Sexuality and Sexually Transmitted Diseases Instruction**

Pursuant to Missouri law (section 170.015), course materials and instruction relating to human sexuality and sexually transmitted diseases shall be medically and factually accurate and shall:

1. Present abstinence from sexual activity as the preferred choice of behavior in relation to all sexual activity for unmarried pupils because it is the only method that is one hundred percent effective in preventing pregnancy, sexually transmitted diseases and the emotional trauma associated with adolescent sexual activity, and advise students that teenage sexual activity places them at a higher risk of dropping out of school because of the consequences of sexually transmitted diseases and unplanned pregnancy;
2. Stress that sexually transmitted diseases are serious, possible, health hazards of sexual activity. Pupils shall be provided with the latest medical information regarding exposure to human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), human papilloma virus, hepatitis and other sexually transmitted diseases;
3. Present students with the latest medically factual information regarding both the possible side effects and health benefits of all forms of contraception, including the success and failure rates for the prevention of pregnancy and sexually transmitted diseases; or shall present students with information on contraceptives and pregnancy in a manner consistent with the provisions of the federal abstinence education law, 42 U.S.C. Section 710;
4. Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual activity and the consequences of adolescent pregnancy, as well as the advantages of adoption, including the adoption of special needs children, and the processes involved in making an adoption plan;
5. Teach skills of conflict management, personal responsibility and positive self-esteem through discussion and role-playing at appropriate grade levels to emphasize that the pupil has the power to control personal behavior. Pupils shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations, such as respect for one's self and others. Pupils shall be taught not to make unwanted physical and verbal sexual advances or otherwise exploit another person. Pupils shall be taught to resist unwanted sexual advances and other negative peer pressure;
6. Advise pupils of the laws pertaining to their financial responsibility to children born in and out of wedlock and advise pupils of the provisions of chapter 566 pertaining to statutory rape.

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

The school shall notify the parent or legal guardian of each student enrolled in the school of:

1. The basic content of the district's or school's human sexuality instruction to be provided to the student; and
2. The parent's right to remove the student from any part of the district's or school's human sexuality instruction.
3. All curriculum materials used in the human sexuality instruction shall be available for public inspection pursuant to chapter 610 prior to the use of such materials in actual instruction.
4. The school will not provide abortion services, or permit a person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students if such person or entity is a provider of abortion services.

## **65. Textbooks**

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.

CWC Kansas City 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.

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

## **66. Grading and Reporting**

### **Grading**

The Board shall vest responsibility in the Head of School or other authorized school leader for developing a grading scale which comports with the school's instructional philosophy, curriculum, and state mandates.

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

### **Reporting**

A report card will go home every trimester (3 times per school year).

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.

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.

Teachers are expected to maintain regular communications with parents by providing timely return of graded classwork and convening informative student conferences.

## **67. School Admissions**

1. CWC Kansas City shall be open to all students. Students eligible to attend under an urban voluntary transfer program or nonresident students who transfer from an unaccredited district, provided that the charter school is an approved charter school, as defined in section 167.131, and subject to all other provisions of section 167.131. In the event of a lottery, preference will be given to geographic area as defined in the charter. CWC Kansas City 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.
2. If capacity of CWC Kansas City is insufficient to enroll all students who submit an application during the open enrollment period (established in March of each year), the school will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission.
3. Students will not be required to complete any test or measure in order to be admitted to CWC Kansas City. Once students are formally enrolled, formal and informal assessments may be administered to determine the most appropriate instructional plan and placement for each student.

### **Age Criteria for Kindergarten Admission**

4. To be eligible to receive state funds for kindergarteners, a child is eligible for admission to kindergarten and to a summer school session immediately preceding kindergarten, if offered, if the child reaches the age of five before the first day of August of the school year beginning in that calendar year.

Accordingly, no state funds will be received for a child admitted to kindergarten who reaches the age of five on or after August 1 of the school year beginning in that calendar year, unless one of the following exceptions applies:

- (1) The child is a military dependent who has successfully completed an accredited prekindergarten program or has attended an accredited kindergarten program in another state.

(2) If a charter school is located within a metropolitan school district (St. Louis Public Schools district), and the school district has elected, under § 160.054, RSMo, to admit to kindergarten children who reach the age of five on or before any date between August first and October first of that year, then the charter school may adopt the same policy.

(3) If a charter school is located within an urban school district (Kansas City Public Schools district), and the school district has elected, under § 160.055, RSMo, to admit to kindergarten children who reach the age of five on or before any date between August first and October first of that year, then the charter school may adopt the same policy.

Based on the foregoing, the Governing Board of Citizens of the World Kansas City adopts the following policy effective on the date that the policy is adopted by the Board.

No child shall be admitted to kindergarten or to the summer school session immediately preceding kindergarten, if offered, unless the child reaches the age of five before the first day of October of the school year beginning in that calendar year.

### **Requests for Enrollment**

5.1. Regardless of when mailed, all Requests for Enrollment for CWC Kansas City must be physically present in the administrative office of the school located at 3435 Broadway, Kansas City, MO 64111 on or before the Board approved date and time as publically shared.

5.2 All Requests for Enrollment must be complete. Regardless of reason, failure to have a completed Request for Enrollment in the office of CWC Kansas City by this deadline may constitute a waiver of inclusion in the lottery for the following school year.

5.3 In order to complete the registration process the following must be received by CWC Kansas City: completed Request for Enrollment. Applications that are received timely but are incomplete due to circumstances beyond the control of the applicant may be included in the lottery at the discretion of Executive Director with a right of appeal to the Board.

5.4 CWC Kansas City STRONGLY encourages all applicants to HAND deliver their application to the administrative offices. Any applications not present in the CWC Kansas City offices by the deadline will be deemed to have waived participation in the lottery regardless of reason.

5.5. CWC Kansas City's admission procedures will be published annually.

5.6. A register of all complete Requests for Enrollment, received in a timely manner,

will be maintained in the CWC Kansas City office and will be available for review should an applicant wish to review their individual Request for Enrollment. Applicants are required to assure their Request for Enrollment is registered prior to the deadline.

5.7. Priority for enrollment will be given in the following order in accordance with the approved charter petition:

1. Currently enrolled students
2. Siblings - Siblings of students currently enrolled on the date of the lottery
3. Children of full-time (on the date of the lottery) employees (while still adhering to residency requirements)
4. All other eligible students within the geographic boundary preference as outlined in the charter.
5. All other eligible students within the boundaries of the Kansas City Public School District

### **Lottery**

6.1. When more registrants than seats in a class, grade level, or the school have been received, a public lottery shall be held.

6.2. The lottery process shall be published in advance and articulated prior to commencement of the lottery.

6.3. The lottery shall be observed and certified by a third-party individual.

### **Wait List**

Requests for Enrollment received after the Lottery Deadline will still be given an enrollment preference and will be slotted into the waitlist at the end of the appropriate preference group.

7.1. 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 (3) days to complete the enrollment process before the opening will be offered to the next student on the waiting list.

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

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

7.4. A school designee shall contact the next person on the waitlist 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.

7.5. The parents will be given 72 Hours to contact CWC Kansas City 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 waitlist is extended the offer.

## **68. Student Fees**

No fees shall be charged for enrollment, supplies, equipment or costs attributable to courses of study, which are offered for credit. Students shall be required to pay for materials, which are used in constructing projects or other items, which are to be removed from the school, and are thereby the property of the student.

Students may be charged fees or admission for participation in activities, which are voluntary, such as attendance at school athletic, or other co-curricular events. The fee schedule for such events shall be submitted to the Board for approval annually.

## **69. Student Records**

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

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

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

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## **70. Field Trips and Enrichment Activities**

## **Field Trips and Enrichment Activities**

All field trips and enrichment activities should be a cooperative activity involving teachers, pupils, administrators and parents. Trips/activities should be carefully planned for timely implementation as part of the instructional, co-curricular, or extracurricular programs of the school.

The Head of School or their designee has the responsibility of developing a field trip and enrichment activity manual. This handbook furnishes guidelines for field trips and enrichment activities, planning information; parental permission forms, solicitation letters, and approved categorized lists of recommended field trips/activities. The handbook is to be revised and approved annually when necessary.

Annual field trip plans for school day instructional trips should be developed by each teacher early in the school year and submitted to the Head of School or other authorized school leader for approval.

### **Board Notification**

The Head of School shall inform the Board of approaching field trips that are overnight or out-of-state.

### **Documentation**

Appropriate parental permission forms must be received and kept on file for students to participate in any field trip.

### **Unauthorized Fieldtrips**

Unless approved by the Executive Director, 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 Board as approved field trips. The 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.

## **71. Volunteers and Chaperones**

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

### **Chaperone Duties and Responsibilities.**

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

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

Adults observing behavior by students or other adults during a fieldtrip that is contrary to school policy or procedure shall immediately report the incident to a CWC Kansas City staff member or administration.

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.

The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.

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

Chaperones may not bring siblings of their child who is attending the trip.

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

Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a fieldtrip from departure from the school to arrival at the school after the trip. Chaperones should refrain from socializing with other chaperones or CWC Kansas City staff while supervising students.

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.

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.

Students should never be left unattended by an adult.

Students should remain with their specific chaperone unless authorized by a CWC Kansas City staff member.

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

All procedures and rules specific to a field trip shall be strictly adhered to by all parents, students, and CWC Kansas City staff.

## **72. Parent and Student Complaints and Grievances**

### **Purpose and General Policy Provisions Related to Resolution of Concerns.**

Students and parents have the right and responsibility to express school related concerns and grievances to the faculty and administration. Students and parents shall be assured the opportunity for an orderly presentation and timely review of concerns

### **Process**

The faculty and administration shall make an honest and forthright effort to resolve grievances as quickly as possible at the most immediate level of authority.

The levels of authority shall be as follows:

1. Classroom related concerns – teachers
2. School related concerns (including policies, procedures, administration, unresolved classroom related concerns, etc.) – Dean/Head of School
3. Unresolved school-related concerns – Executive Director
4. Appeals - Governing Board

Decisions rendered by the Governing Board shall be considered final.

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.

All Appeals to the Governing Board Grievance Committee must be submitted in writing and should be directed to the Chair of the Board of Directors.

## **73. Technology Acceptable Use Policy**

### **Internet Use and Safety**

CWC Kansas City recognizes that computers and the Internet have educational purpose when used properly. CWC Kansas City will take all measures necessary to provide individual users, both students and administrators, with the understanding

and skills necessary to use the Internet appropriately in ways that meet educational needs and personal safety. However, there is always the risk that some students might encounter information on the Internet that could be of potential harm or inappropriate to the student. While CWC Kansas City will inform students on the appropriate use of email and Internet safety and will take all necessary measures to ensure students use computers and the Internet consistent with the terms of this policy, due to the uncontrollable nature inherent to the Internet, CWC Kansas City cannot guarantee the Internet and computer environment for its students. CWC Kansas City does comply with the Children's Internet Protection Act (CIPA) and uses available filtering software.

The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

### **Staff Responsibilities for Use of Technology**

1. 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;
2. Supervise and/or monitor all to whom one grants access to technology resources regarding implementation of this policy;
3. Take an active role in ensuring that students and their parents are aware of the individual student's responsibility to use technology resources in an ethical and educational manner.
4. Supervise student Internet and computer usage.

### **Student Responsibilities for Use of Technology**

1. Obtain parental permission before using any school computer on the Internet
2. Never give out personal or family information such as phone numbers, credit card numbers, or home addresses.
3. 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.
4. Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.

### **Network User Responsibilities**

1. Use of the LEA's technology resources must be in support of education and research consistent with the educational objectives of CWC Kansas City.
2. Comply with all rules and laws regarding access and copying of information



as prescribed by Federal, State, or local law, and Internet providers.

3. 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.
4. Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known breaches of security must be reported to the school leader or authorized school leader.
5. Be aware that network files and electronic mail are not guaranteed to be private. School technology personnel shall have access to all files.
6. Do not permit others to use your account.

**Unacceptable Uses Include, but are not limited to:**

1. Providing unauthorized or inappropriate access to LEA 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.
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.

**Internet Use Agreement**

To support and respect each family's right to decide whether or not their child may have access to this resource, no child will be allowed to operate a computer to access the Internet unless all parties commit to responsibility by completing the CWC Kansas City Internet Use Agreement. No child will be allowed to operate a computer to access the Internet without direct adult supervision.

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

acceptable.

#### **74. Drug-Free Schools**

Pursuant to requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and to the requirements of the Safe Schools Act, and for the purpose of preventing the use of illicit drugs and alcohol by students, CWC Kansas City shall provide age-appropriate, developmentally based drug and alcohol education and prevention programs to all students. Such programs will address the legal, social and health consequences of drug and alcohol use, and provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol.

CWC Kansas City 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.

CWC Kansas City 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. CWC Kansas City 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.

#### **75. Truancy, Child Abuse and Educational Neglect**

In accordance with 210.115,1 RSMO educators in Missouri have the duty to report suspected truancy, child abuse, and educational neglect to the Missouri Children's Division.

##### **Mandate**

Any CWC Kansas City official or employee who knows or has reasonable cause to suspect that a student is being subjected to home conditions or circumstances which would reasonably result in truancy will immediately make a report via the Student Abuse Hotline to the Children's Division. The employee shall inform the Head of School, whom shall inform the Executive Director that a report has been made and the Executive Director will keep the Board apprised of the status of the case.

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

## **76. Discipline**

### **Purpose**

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

The disciplinary process may include due consideration of student support services that may be available through the school, the school system, other public entities, or community organizations. Where feasible, CWC Kansas City 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 the Head of School or designee that the student poses a threat of harm to self or others, as evidenced by the prior conduct of such student. Any such removal will be subject to the appropriate due process procedures and in accordance with law.

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

### **Enforcement**

The Head of School 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 Head of School. The Board expects each teacher to maintain a satisfactory standard of conduct in the classroom. All LEA staff is required to enforce LEA policies, regulations and procedures in a manner that is fair and developmentally appropriate and that considers the student and the individual circumstances involved.

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

### **Investigation Process**

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

### **Definitions of Disciplinary Methods**

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

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

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

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

school bus) for more than ten (10) school days but not beyond the current school semester. Only the Student Evidentiary Hearing Committee (defined below) or the school's governing board may impose long-term suspension.

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

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

4. Expulsion - Defined as the removal of a student from school (or school bus) for a specified period of time beyond the current semester. Only the Student Evidentiary Hearing Committee or the school's governing board may impose expulsion.

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

5. Alternative School - A student who is removed from his/her local school for more than ten (10) school days may be allowed to attend an alternative school for instruction, academic support, and counseling. Alternative school enables a student to take academic classes that allow the student to keep up with the course credit requirements toward graduation. The student may not return to his/her school or any other school or attend any extracurricular activities while attending an alternative school pursuant to a long-term suspension or expulsion.
6. Probation - Probation means that a student is placed on a trial period during which the student is expected to maintain good behavior. A student found guilty of certain offenses may be placed on probation by the Head of School, a local formal hearing officer, the Student Evidentiary Hearing Committee, the Disciplinary Action Review Committee, or the school's governing board. Violation of a local school or school system rule while on probation may result in further disciplinary action, including a possible referral to the Student Evidentiary Hearing Committee.
7. Restrictions on School Activities - Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, [including the prom or graduation exercises] if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the school leader for permission for the student to participate in school-sponsored activities. If denied permission by the school leader, the parent or guardian may appeal to the school's governing board. The Board's decision shall be final.

## **Offenses and Consequences**

### Reporting to Law Enforcement

It is the policy of CWC Kansas City to report all crimes occurring on school grounds to law enforcement, including, but not limited to, the crimes the LEA is required to report in accordance with law.

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

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

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

In addition, the Head of School shall notify the appropriate division of the juvenile or family court upon suspension for more than ten (10) days or expulsion of any student who the school is aware is under the jurisdiction of the court.

## Documentation in Student's Discipline Record

The Head of School, designee, other administrators, or school staff will maintain all discipline records as deemed necessary for the orderly operation of the schools. In addition, any of the following offenses a serious violation of the school's policy and must be documented in the student's discipline record in accordance with law:

1. Any act of school violence or violent behavior.
2. Any offense that occurs on school property, on school transportation or at any school activity and that is required by law to be reported to law enforcement officials.
3. Any offense that results in an out-of-school suspension for more than ten (10) school days.

### Prohibition against being on or near School Property during Suspension

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

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

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

## 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.

1. Arson - Starting or attempting to start a fire or causing or attempting to cause an explosion.
  - a. First Offense: Head of School/Student conference, detention, in-school

suspension, 1-180 days out-of-school suspension, or expulsion; restitution if appropriate.

- b. Subsequent Offense: 1-180 days out-of-school suspension or expulsion; restitution if appropriate.

2. Assault –

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

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

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

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

- i. First Offense: Expulsion.

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

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

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

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

More specifically, bullying is a particular category of aggressive behavior that includes the following three components:

- a. Aggressive behavior that involves unwanted, negative actions.

- b. A pattern of behavior repeated over time.

- c. An imbalance of power or strength, real or perceived.

- a. First Offense: Head of School/Student conference, in-school



- consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.
5. Bus or Transportation Misconduct– Any offense committed by a student on, while waiting for, or entering transportation provided by or through the school shall be punished in the same manner as if the offense had been committed at the student's assigned school. In addition, transportation privileges may be suspended or revoked.
  6. Dishonesty – Any act of lying, whether verbal or written, including forgery.
    - a. First Offense: Nullification of forged document. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-10 days out-of-school suspension.
    - b. Subsequent Offense: Nullification of forged document. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.
  7. 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.
    - a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-10 days out-of-school suspension.
    - b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.
  8. Disruptive Conduct or Speech – Verbal, written, pictorial or symbolic language or gesture that is directed at any person and that is disrespectful, rude, vulgar, defiant, in violation of 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.
    - a. First Offense: Head of School/Student conference, in-school

consequences as determined by Student Support Team, detention, in-school suspension, or 1-10 days out-of-school suspension.

- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension, or expulsion.

9. Drugs/Alcohol

- a. Possession, sale, purchase or distribution of any over-the-counter drug, herbal preparation or imitation drug or herbal preparation.
  - i. First Offense: Head of School/Student conference, in-school suspension or 1-180 days out-of-school suspension.
  - ii. Subsequent Offense: 1-180 days out-of-school suspension or expulsion.
- b. Possession, use of, or attendance while under the influence of or soon after consuming any unauthorized prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.
  - i. First Offense: Head of School/Student conference, in-school suspension, 1-180 days out-of-school suspension.
  - ii. Subsequent Offense: 1-180 days out-of-school suspension or expulsion.
- c. Sale, purchase, transfer or distribution of any prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.
  - i. First Offense: Expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

11. Failure to Meet Conditions of Suspension – Coming within 1,000 feet of any public school in the LEA while on suspension for an offense that requires reporting to law enforcement or for an act of school violence or drug-related activity. (See section of this regulation entitled, Prohibition against being on or

near School Property during Suspension.)

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

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

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

- a. First Offense: Restitution. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Restitution. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

17. Sexual Harassment/Discrimination

- a. Use of unwelcome verbal, written or symbolic language based on gender or of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational environment or creates an intimidating, hostile or offensive educational environment. Examples of sexual harassment include, but are not limited to, sexual jokes or comments, requests for sexual favors and other unwelcome sexual advances.
  - i. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school

suspension.

- ii. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- i. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.

Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

19. Technology Misconduct

- a. Unauthorized use of cellular telephones, personal computers, or unauthorized use of electronic devices during instructional time.
  - i. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
  - ii. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

- b. 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.
  - i. First Offense: Restitution. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
  - ii. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.
- c. Violation other than those listed in (b) or of Board policy EHB and regulation EHB-R, administrative procedures or etiquette rules governing student use of LEA technology.
  - i. First Offense: Restitution. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
  - ii. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

20. Theft - Including theft, attempted theft or knowing possession of stolen property.

- a. First Offense: Return of or restitution for property. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Return of or restitution for property. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

21. Threats or Verbal Assault - Verbal, written, pictorial or symbolic language and/or gestures creating a reasonable fear of physical injury or causing school property damage. Threats by students, whether made on campus or off school grounds, which constitute a "true threat" against 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.

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Confiscation of tobacco product. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Confiscation of tobacco product. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

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

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension.

24. Unauthorized Entry - Entering or assisting any other person to enter a LEA facility, office, locker, or other area that is locked or not open to the general public; entering or assisting any other person to enter a LEA facility through an unauthorized entrance; assisting unauthorized persons to enter a LEA facility through any entrance.

- a. First Offense: Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Head of School/Student conference, in-school

consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

25. Vandalism - Defined as the willful damaging or the attempt to cause damage to real or personal property belonging to the school, staff or students.

- a. First Offense: Restitution. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension.
- b. Subsequent Offense: Restitution. Head of School/Student conference, in-school consequences as determined by Student Support Team, detention, in-school suspension, or 1-180 days out-of-school suspension or expulsion.

26. Weapons

- a. Defined as the possession or use of any instrument or device, other than those defined in 18 U.S.C. § 921, 18 U.S.C. § 930(g)(2) or § 571.010, RSMo, which is customarily used for attack or defense against another person; any instrument or device used to inflict physical injury to another person.
  - i. First Offense: Head of School/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.
  - ii. Subsequent Offense: 1-180 days out-of-school suspension or expulsion.
- b. Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in § 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)
  - i. First Offense: One calendar year suspension or expulsion, unless modified by the Board upon recommendation by the superintendent.
  - ii. Subsequent Offense: Expulsion.

## **77. Threats of Violence**

It is the policy of the 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.

### **Responsibility for Reporting**

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.

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.

### **Administrative Action**

The Head of School or other authorized school leader 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.

Whenever the responsible Administrator(s) feels that it is necessary to contact outside officials to respond to a threat appropriately, the school leader or other school leader should also contact the Board.

## **78. Weapons at School**

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

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

## **79. Student Safety**

In addition and pursuant to the No Child Left Behind Act of 2001, student victims of a violent criminal offense that was committed on school premises may transfer to another school. To insure awareness of this policy, the parents of student victims will be notified in writing of their right to a school transfer.

For purposes of this policy, a victim is a student who has suffered personal injury or injuries to his or her property as a direct result of a violent criminal offense. This

definition does not include bystanders or witnesses to the act unless they suffered personal or property injury as a direct result of a violent criminal offense while on school premises.

CWC Kansas City 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.

## **80. Seclusion, Restraint and Corporal Punishment**

### **General Policy Provisions**

The use of chemical restraint, mechanical restraint, or prone restraint, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited in the School.

The use of seclusion, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited within the School.

Seclusion does not include "time-out," defined as a behavioral intervention in which the student is temporarily removed from the learning activity but in which the student is not confined.

Seclusion does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or in a separate unlocked room.

### **Physical Restraint**

Physical restraint may be utilized only when the student is an immediate danger to himself or others and the student is not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques.

Physical restraint does not include: providing limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing guidance to a location, or providing comfort.

Physical restraint shall not be used (1) as a form of discipline or punishment (2) when the student cannot be safely restrained; or (3) when the use of the intervention would be contraindicated due to the student's psychiatric, medical, or physical conditions as described in the student's educational records.

All physical restraint must be immediately terminated when the student is no longer an immediate danger to himself or others or if the student is observed to be in severe distress.

Before any staff member may implement physical restraint, he or she should have completed an approved training program. Approved training programs must address a full continuum of positive behavioral intervention strategies as well as

prevention and de-escalation techniques and restraint.

Schools and programs shall maintain written or electronic documentation on training provided and the list of participants in each of the provided trainings. Copies of such documentation will be made available to the Missouri Department of Education or any member of the public upon request.

If a staff member who has not completed an approved training program has to physically restrain a student to prevent injury to a student or others in an emergency situation when staff members trained in physical restraint are not available, he or she should ask other students, if present, to request assistance immediately.

Whenever possible, the use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained.

Whenever physical restraint is used on a student the school or program where the restraint is administered shall notify the student's parent or legal guardian within one school day after the use of restraint.

This policy does not prohibit a staff member from utilizing time-out, as defined above, or any other classroom management technique or approach, including a student's removal from the classroom that is not specifically addressed in this rule.

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

The decision whether or not the use of physical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, not ministerial, duties.

In some instances in which a student is an immediate danger to himself or herself or others, the school or program must determine when it becomes necessary to seek assistance from law enforcement and/or emergency medical personnel. Nothing in this policy shall be construed to interfere with the duties of law enforcement or emergency medical personnel.

School officials must notify a student's parent or guardian immediately when emergency medical or law enforcement personnel remove a student from a school or program setting.

### **Corporal Punishment**

For the purposes of this policy, corporal punishment is a form of physical punishment administered by an adult to the body of a child for the purpose of discipline or reformation, or to deter attitudes or behaviors deemed unacceptable. No person

employed by or volunteering on behalf of CWC Kansas City shall administer corporal punishment or cause corporal punishment to be administered upon a student attending LEA schools.

A staff member may, however, use reasonable physical force against a student for the protection of the student or other persons or to protect property. Restraint of students in accordance with the CWC Kansas City policy on student seclusion, isolation and restraint is not a violation of this policy.

## **81. Services for Students with Disabilities**

CWC Kansas City does not have a general curriculum for students with disabilities. Instead, it is the policy of CWC Kansas City to develop an individualized educational program (IEP) for each public school student with a disability who needs special educational services pursuant to the Individuals with Disabilities Education Act (IDEA) and an accommodation plan for students who are qualified only pursuant to Section 504 of the Rehabilitation Act.

Each IEP is designed to meet the unique needs of the student and to offer a free appropriate public education. In addition, CWC Kansas City's IEPs will address the extent to which each student's disability affects his/her ability to access CWC Kansas City's general curriculum and what modifications, accommodations, and supplementary aids and services, if appropriate, are necessary to provide for such access. Each public school student with a disability will be educated to the maximum extent appropriate with children who are non-disabled. However, students with disabilities may be assigned to special classes, separate schooling or removed from the regular educational environment when the nature or severity of the student's disability is such that education in the regular educational environment with the use of supplementary aids and services cannot be achieved satisfactorily.

CWC Kansas City 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 Head of School, 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.

## **82. Instruction for Students with Disabilities**

It is the policy of CWC Kansas City 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 Special Education, 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.

CWC Kansas City 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 Special Education, Part B.

## **83. Instruction for At-Risk Students**

CWC Kansas City shall meet all federal and state requirements for identifying and providing services to educationally at-risk students.

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.

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

## **84. ELL Policy/Lau Plan**

### **English Language Learners (ELL) Policy**

DESE and LEAs share an obligation to ensure that their English Language Learner (ELL) programs and activities comply with the civil rights laws and applicable grant requirements. Title VI prohibits recipients of Federal financial assistance, including DESE and LEAs, from discriminating on the basis of race, color, or national origin. Title VI's prohibition on national origin discrimination requires DESE and LEAs to take "affirmative steps" to address language barriers so that ELL students may participate meaningfully in schools' educational programs.

#### Definitions

The term "**Limited English Proficient**," (LEP) when used with respect to an individual, means an individual —

(A) who is aged 3 through 21;

(B) who is enrolled or preparing to enroll in an elementary school or secondary school;

- (C) (i) who was not born in the United States or whose native language is a language other than English;
- (ii) (I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and
- (II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
- (iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
- (D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual —
  - (i) the ability to meet the State's proficient level of achievement on State assessments described in section 1111(b)(3);
  - (ii) the ability to successfully achieve in classrooms where the language of instruction is English; or
  - (iii) the opportunity to participate fully in society.

**“English for Speakers of Other Languages”** (ESOL) are programs that teach language skills to students from non-English-speaking backgrounds.

**“English Language Learners”** (ELLs) are speakers of other languages who are in the process of learning English. This abbreviation may be used to indicate LEP students.

A **“migratory”** child is defined as a child who is, or whose parent or spouse is, a migratory agricultural worker (including migratory dairy workers and migratory fishers). In order to obtain temporary or seasonal employment in agricultural or fishing work during the preceding 36 months (or to accompany a parent or spouse for such a purpose), a migratory child is someone:

- (1) who has moved from one school district to another
- (2) who has moved from one administrative area to another in a state that is comprised of a single school district
- (3) who resides in a school district of more than 15,000 square miles and who migrates a distance of 20 miles or more to a temporary residence in order to engage in fishing activities.

The Board directs the ELL coordinator to develop and implement language instruction programs that:

- (1) Identify English Language Learner (ELL) students through the use of a home language survey OR by including home language questions on the school enrollment form. The same assessment methods must be used on all students. If using an enrollment form, the questions should include at least the following:

*Do you use a language other than English?*

*Is a language other than English used at home?*

The Operations Director & ELL Coordinator 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.
- (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.

## **Lau Plan**

### **Required Lau Plan Team Members:**

Executive Director  
Head of School  
ELL Coordinator  
Reading Specialist

### **Lau Plan Guiding Principles**

CWC Kansas City aims to meet the educational needs of all students in an environment that fosters an appreciation and understanding of other languages and cultures. Our ELL program promotes a belief in accepting, affirming and accommodating the home language and culture of all students. Students at CWC will learn English Language Development Standards as defined by the World-Class Instructional Design and Assessment (WIDA) Consortium in tandem with the Missouri Learning Standards for Communication Arts. Students will be engaged in the type of rich instruction called for in the Missouri Learning Standards with appropriate scaffolding that attends to their particular language learning needs.

CWC Kansas City will serve our English language learner (ELL) students in accordance with all applicable state and federal laws and regulations. Upon enrollment, CWC Kansas City will administer a home language survey to identify students who may have an English language learning need. These students will then be screened using the W-APT screening assessment within 30 days from the beginning of the school year, or 10 school days if enrolled mid-year. For students who are identified as English language learners, CWC Kansas City will administer the ACCESS for ELLs assessment annually until the student is reclassified. CWC Kansas City will comply with federal and state mandates regarding ELL

education, assessment and reclassification. It is our expectation that ELL students who have been with us throughout their K-8 career will be reclassified and prepared for success by the time they matriculate to high school.

To support students in the development of their English language skills, CWC Kansas City presumes a “natural approach” to second language acquisition whereby language is acquired when given comprehensible input (Krashen, 1989; 2003) and further supported by English language development (ELD) instruction. Teachers incorporate substantive cooperative learning activities to provide optimum opportunities for authentic interaction, and to use newly acquired vocabulary and language.

For students who are more advanced, our instruction will focus on the acquisition of academic language, supporting ELLs in developing a deep and broad oral and written proficiency in English. Teachers use the techniques of whole language instruction combined with Specially Designed Academic Instruction in English (SDAIE) strategies to support ELLs in accessing core content, and to increase comprehensible input. In addition, sheltered English activities provide support for instructional delivery. Further primary language support is provided to students and their families, through translation by teachers, aides, other students, and parent volunteers.

#### English Language Assessment:

The W-APT test will be given to all students who have answered yes to at least one of the questions on the home language survey provided on the enrollment forms. Students will be tested on all four of the language modalities (reading, writing, listening, and speaking). This is with the exception of entering Kindergarten students who will only be tested in listening and speaking. The instruments used for the W-APT testing are the test booklets and scoring guides which are available on the WIDA website. The ACCESS test will be given to all students identified and in all language modalities (reading, writing, listening, and speaking). The ACCESS test will be ordered by November through WIDA and delivered to the test administrator. The test administrators must complete training to administer the ACCESS test.

#### Placement:

Students receiving a score below 5 on the W-APT will be identified in MOSIS as LEP and will receive ELL services. In addition any Kindergarten student receiving combined score of a 29 or lower on speaking and listening on the W-APT will receive services. Those scoring above 29 are still identified in MOSIS as LEP (will take ACCESS) and may receive services. The services will be modified to meet



each student's needs. The school will provide a pull out and push in method of instruction for ELL students. This method is chosen because there are varying levels of ELP among the students and varying first languages, so having a bilingual teacher for each language is impractical. Within this approach the school will use research based practices focusing on delivering curriculum content through English in such a way as to make the content understandable or comprehensible to English language learners. During the pull-out time, teachers may work one-on-one with students, or group them according to ability or grade level. In addition when the pull-out model of instruction is used the ELL teacher collaborates effectively with regular classroom teachers, who employ helpful content-based strategies.

#### Parental Notification:

Parents will be notified of services students will be receiving within two weeks of the W-APT test being completed and prior to initial start of ELL services. If students are to receive ELL services parents are to be notified the type of services the student will be receiving. Parents will also be notified with the scores received on the ACCESS test. This information will be provided in a comprehensible format.

#### Instructional Services:

The school will provide the most effective and appropriate instructional models for each student based on the individual needs of the student. The school district will implement the pull-out/push-in method of instruction. Within this approach the school will use research based practices focusing on delivering curriculum content through English in such a way as to make the content understandable or comprehensible to English language learners. During the pull-out time, teachers may work one-on-one with students, or group them according to ability or grade level. In addition when the pull-out model of instruction is used the ELL teacher collaborates effectively with regular classroom teachers, who employ helpful content-based strategies.

#### Coordination of Services:

The ELL coordinator will be responsible for timely communication with classroom teachers and school personnel. The ELL coordinator will notify core classroom teachers of all ELL students within their course, the students' individual language assessment scores, and work with individual teachers in understanding the diverse needs and abilities of students.

#### Transition of Services:

Students will be automatically reclassified as non-LEP if they achieve a 6.0 overall composite score on the ACCESS test. If however the student is in grades 4-12 and there is adequate documentation from MAP, EOC, or WNEA assessments and students have met grade level or content norms for the school, students may be reclassified if they achieve a 5.0 overall composite score. Those students who are reclassified as non-LEP will be monitored for two years after exiting the program to ensure a successful transition. This reclassification of students will happen within one month of receiving student scores for both the ACCESS and MAP, or WNEA assessment. All documentation proving the student has successfully completed the ELL program and is no longer in need of ELL services will be kept in their ELL file until the student graduates or transfers from the school.

#### Additional Services:

ELL students will have access to all programs and services provided to native English speaking students.

### **85. Active Shooter Training and Drills**

At the discretion of school administration, CWC Kansas City may include in its teacher and school employee training a component on how to properly respond to students who provide them with information about a threatening situation and how to address situations in which there is a potentially dangerous or armed intruder in the school. Training may also include information and techniques on how to address situations where an active shooter is present in the school or on school property. The administration may conduct the training on an annual basis. If no formal training has previously occurred, the length of the training may be eight hours. The length of annual continuing training may be four hours.

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

1. Allowing school personnel to respond to the simulated emergency in whatever way they have been trained or informed; and
2. Allowing school personnel to attempt and implement new methods of responding to the simulated emergency based upon previously used unsuccessful methods of response.

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

The school shall foster an environment in which students feel comfortable sharing information they have regarding a potentially threatening or dangerous situation

with a responsible adult.

## **86. Dyslexia Screening**

1. By the 2018-19 school year, CWC Kansas City shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines.

2. By the 2018-19 school year, the Governing Board of CWC Kansas City shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

3. By the 2018-19 school year, CWC Kansas City shall offer all of its teachers two hours of training on dyslexia and related disorders. CWC Kansas City may seek assistance from the Department of Elementary and Secondary Education in developing and providing such training. Completion of such training shall count as two contact hours of professional development.

## **87. Cardiopulmonary Resuscitation Instruction**

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

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

## **88. Program for Homeless Students Policy**

CWC Kansas City recognizes that homelessness alone should not be sufficient reason to separate students from the mainstream school environment. Therefore, CWC Kansas City, in accordance with state and federal law (Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the No Child Left Behind Act) and the Missouri State Plan for Homeless Children and Youth, will give special attention to ensure that homeless children in the LEA have access to free, appropriate public education.

### **Definitions**

A "homeless child" or "homeless youth" is one who:

A. lacks a fixed, regular, and adequate nighttime residence; and

B. includes--

i. children and youths who are sharing the housing of other persons due to

- loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
- ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
  - iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
  - iv. is a migratory child or youth who qualifies as homeless because the child or youth is living in circumstances described in subdivisions (i) to (iii) above.

The first category may include some individuals who have moved in with others. Consideration of each individual case, along with the permanency of the situation, will be needed in order to identify those who are homeless.

The terms "enroll" and "enrollment" include attending classes and participating fully in school activities.

The "school of origin" is the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

#### Enrollment and Placement:

Homeless children and youth frequently move, and maintaining a stable school environment is critical to their success in school. To ensure this stability, LEAs must make school placement determinations on the basis of the "best interest" of the homeless child or youth. Using this standard, CWC Kansas City must –

- (a) Continue the child's or youth's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; or for the remainder of the academic year if the child or youth becomes permanently housed during an academic year; or
- (b) Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining what is a child or youth's best interest, CWC Kansas City must, to the extent feasible, keep a homeless child or youth in the school of origin, unless doing so is contrary to the wishes of the child or youth's parent or guardian. If CWC Kansas City wishes to send a homeless child or youth to a school other than the school of origin or a school requested by the parent or guardian, CWC Kansas City must provide a written explanation of its decision to the parent or guardian, together with a statement regarding the right to appeal the placement decision.

Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived if allowed by law. CWC Kansas City,

however, require contact information.

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

Transportation:

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

- If the homeless child or youth continues to live in the area served by the LEA in which the school of origin is located, that LEA must provide or arrange for the child's or youth's transportation to or from the school of origin.
- If the homeless child or youth continues his or her education in the school of origin but begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living must agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.
- The transportation requirement applies even if the LEA does not provide transportation to non-homeless students.
- In general, LEAs may not use funds under Title I, Part A or Title V, Part A to transport homeless students to or from their school of origin.

**Services**

Each homeless child or youth shall be provided services comparable to services offered to other students in the LEA including, but not limited to, transportation services, educational services for which the child meets the eligibility criteria, such as educational programs for disadvantaged, disabled, and gifted and talented students, vocational programs, and school meals programs; before-and-after-school care programs; and programs for students with limited English proficiency.

Homeless students will not be segregated in a separate school or in a separate program within a school based on the students' status as homeless.

In the event that it is in the best interest of the homeless child or youth to attend the school of origin, it shall be the responsibility of this LEA to provide for the transportation of the student. This may be achieved through the transportation services of this LEA, the school of origin, or another outside agency.

## **Records**

Once LEA officials have determined that an enrolling student is homeless, the LEA's homeless coordinator must assist the student in obtaining his/her education, immunization, medical, and other records. According to McKinney-Vento, the student must be enrolled in the interim.

### *Immunization:*

If the homeless coordinator is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program; the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in § 167.181.3, RSMo.

Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records, and evaluation for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the student, so that necessary referrals can be made, and so that records may be transferred in a timely fashion when homeless children or youth enters a new LEA. Copies of records shall be made available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act.

## **Coordinator**

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

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

## **Resolving Grievances**

Level I - A complaint regarding the placement or education of a homeless child or youth shall first be presented orally and informally to the LEA's homeless coordinator. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the homeless coordinator. The written charge must include the following information: date of filing, description of alleged grievances, the name of the person or persons involved and a recap of the action taken during the informal charge state. Within five (5) working days after receiving the complaint, the coordinator shall state a decision in writing to the complainant, with supporting

evidence and reasons. In addition, the coordinator will inform the Executive Director, or his/her designee, of the formal complaint and the disposition.

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

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

Level IV - If the complainant is dissatisfied with the action taken by the board of directors of the LEA, a written notice stating the reasons for the dissatisfaction may be filed with the state director of special federal instructional programs. The state director will initiate an investigation, determine the facts relating to the complaint, and issue notice of his or her findings within thirty (30) days to the LEA and the complainant. If the findings support the action taken by the LEA, such action will be confirmed. If the findings support the allegations of the complainant, the LEA will be directed to take corrective action. An appeal of this decision can be made within ten (10) days to the Deputy Commissioner of Education. Within thirty (30) days after receiving an appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.

## **89. Migrant Procedure**

CWC Kansas City recognizes that homelessness alone should not be sufficient reason to separate students from the mainstream school environment. Therefore, CWC Kansas City, in accordance with state and federal law (Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the No Child Left Behind Act) and the Missouri State Plan for Homeless Children and Youth, will give special attention to ensure that homeless children in the LEA have access to free, appropriate public education.

### **Identification**

For purposes of Board policies and regulation, a child is a "migratory child" and is

eligible for the Migrant Education Program (MEP) if all of the following conditions are met:

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

Potential migrant students will be identified through a question on the school enrollment form. If it is indicated that a potential migrant student is enrolling, the school will notify the State MELL Director and request assistance with the identification of the student.

### **Services**

If a migrant student is identified by the MELL office, the school will be responsible to:

- assess the educational, health, and social needs of the identified student and develop objectives to address those needs so that migrant children meet the same challenging State academic content standards and academic achievement standards that all children are expected to meet;
- Provide advocacy to allow children and families to gain access to health, nutrition and social services;
- Review existing programs and resources to determine which can help meet the needs of migrant children and assure that the children have access to them;
- provide professional development activities for teachers to improve the quality of education for migrant children; and,
- provide opportunities for participation of migrant parents in the educational activities of their children.