UMKC Charter School Center
School of Education

Charter School Center
5306 Holmes Street
Kansas City, MO 64110
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November 20, 2017

Charlie Shields, President, Missouri State Board of Education
O. Vic Lenz, Jr., Ph.D., Vice-President
Members of the State Board of Education

**RE: Renewal application for Brookside Charter School**

This letter serves as notification that the University of Missouri-Kansas City has reviewed the charter school renewal application submitted by the Board of Directors of Brookside Charter School and endorses its contents. We believe the application is in compliance with Missouri charter school State Statutes, and DESE rule of law. Given the school's past performance and future potential to deliver an exceptional education to the students it serves, as addressed in its application for renewal and Performance Contract, should the State Board of Education approve this renewal application we shall strive to support the school leadership and board in fulfilling the terms of its charter renewal application.

Sincerely,

Barbara A. Bichelmeyer, Ph.D.
Interim Chancellor and Provost

Justin Perry, Ph.D
Dean, School of Education

Phyllis A. Chase, Ed.D
Director, Charter School Center

UMKC Charter School Center
School of Education

December 15, 2017

Dr. Mark Bedell, Superintendent of Schools
Kansas City Public Schools
2901 Troost Ave.
Kansas City, MO 64109

Dear Dr. Bedell,

As required by Missouri State Statute Revised ( 160.400) this letter is to advise you that the UMKC Charter School Center is submitting a Renewal Application for Brookside Charter School on December 15, 2017 for State Board of Education approval in February, 2018.

Should you have questions or comments, please contact me.

In service,

Phyllis A. Chase

Phyllis A. Chase, Ed.D.

Director, UMKC Charter School Center
chasep@umkc.edu
816.235.6344

Cc: Dr. Justin Perry, Dean School of Education

Mr. Roger Offield, Superintendent Brookside Charter School

Dr. Marsha Chappelow, Field Representative, DESE

MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

OFFICE OF QUALITY SCHOOLS – EDUCATIONAL SUPPORT SERVICES

**CHARTER SCHOOL RENEWAL APPLICATION for schools with less than 70% APR**

| | |
|---|---|
| SCHOOL /LEA NAME: Brookside Charter School | COUNTY-DISTRICT CODE: 048-916 |
| NAME OF LEA CONTACT PERSON: Roger Offield | LEA CONTACT PHONE NUMBER: 816-520-7053 |
| SPONSOR NAME: UMKC Charter School Center | APPLICATION FORM DUE DATE: **JANUARY 1** |
| NAME OF SPONSOR CONTACT PERSON Phyllis A. Chase | SPONSOR CONTACT PHONE NUMBER 816-235-6344 |

## DIRECTIONS

Charter schools desiring to renew their charter must submit this application electronically by responding to the following sections. The application cover page must be signed by the authorized representative and then scanned into an electronic document.

The body of the application may be recreated in a word processing format with all appropriate section numbers and subparagraphs. Responses to each section should follow that order. Appendices and reference material are to be included at the end of the application.

The pages must be numbered and a minimum of a 12-point font should be used. The document should be submitted in a PDF format.

EMAIL the completed form prior to **January 1** to: webreplyimprcharter@dese.mo.gov

QUESTIONS: Contact Educational Support Services at 573-751-2453 or webreplyimprcharter@dese.mo.gov

## ASSURANCES

The authorized representative assures the Department of Elementary and Secondary Education (Department) that sponsor and all sponsored charter schools, in accordance with sections 160.400-160.425, RSMo, shall:

1. Receive and expend state/federal funds in a manner consistent with the intent of the approved application.
2. Acknowledge sponsor's intent to comply with the Standards for Charter Sponsorship as outlined in 5 CSR 20-100.260 and other applicable rules.
3. Keep such records for a period of three years and provide such information as may be necessary for the fiscal program auditing and for program evaluation; provide the Department any information it may need to carry out its responsibilities under the programs.
4. Adhere to the requirements of the applicable state statutes and regulations, the state rules governing the programs, and all other applicable statutes.

The board-authorized representative understands the assurances and the responsibility for compliance placed upon the applicant. The applicant will refund directly to the Department the amount of any funds made available to the applicant that may be determined by the Department, or an Auditor representing the Department, to have been misspent or otherwise misapplied.

| | |
|---|---|
| SIGNATURE OF AUTHORIZED CHARTER REPRESENTATIVE | DATE December 11,2017 |
| SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE Phyllis A. Chase | DATE December 11, 2017 |

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; email civilrights@dese.mo.gov.

## APPLICATION COMPONENTS AND GUIDELINES

A letter from the sponsor requesting renewal should be one page and signed by the sponsor and the not-for-profit contact person. Included with the one-page letter should be an up-to-date list of:

- mailing/physical addresses and telephone number of the charter school's main office;
- names and contact information of the not-for-profit organization's current president;
- education service provider (if applicable); and
- sections A through D (following).

## A. MISSION, VISION, AND GOALS -- SECTION 160.405, RSMo

State the school's mission and briefly present the vision for how the school will continue to operate. Describe any changes or modifications to the school's educational foundation, culture, or ethos. The goals must specifically address academic performance based on current and projected data for the next five years. ***Documentation can be provided in Appendix A.***

- If applicable, present an updated, one-two sentence mission statement that defines the ongoing purpose of the school.
- Provide a concise projection of the school's performance over the next term of the charter. Describe the current student population. Include a detailed description of significant changes to the school's education program, curriculum alignment, staff training or other areas that have/will be addressed to improve performance.
- Are the school's educational program goals and curriculum aligned with state standards? ◉ Yes ◯ No If no, please explain.

## B. ORGANIZATIONAL/GOVERNANCE PLAN – SECTIONS 160.400.5,11; 160.405.1,2,5,9; 160.408; 160.425; 167.349, RSMo

The organization/governance plan should provide an understanding of the continued operation of the school. It should present a clear picture of the school's operating priorities, delegation of responsibilities, and relationships with key stakeholders. ***Documentation can be provided in Appendix B.***

- If applicable, provide updated Articles of Incorporation, bylaws, and Missouri nonprofit corporation status.
- If applicable, provide an updated list of current board members, assurance of their most recent fingerprints and Family Care Safety Registry check, and signed Conflict of Interest forms.
- Provide a current organizational chart that shows the staffing/reporting structure for the board, administration, and staff, including teachers.
- The sponsor has reviewed documentation and asserts that the school uses curriculum guides, Missouri Learning Standards, has evidence of student/staff handbooks, and other standard supports. ◉ Yes ◯ No If no, please explain.
- The sponsor has reviewed documentation of ongoing Board training and minutes of three consecutive months of charter board meetings. ◉ Yes ◯ No If no, please explanation.
- Show that the governing board follows the Sunshine Law requirements in conducting all public business, for example: posting meeting notices and minutes on the school's website and in the school.
- Discuss the evaluation process of the LEA's leadership and any changes that have been made over the course of the charter and why the current leadership is appropriate for the future challenges.
- Explain/list any sponsor/partnership efforts that help support the charter school(s) in increasing student performance.
- Sponsor has reviewed evidence of ongoing professional development/training for all teachers and school leaders; minutes and compliance with Sunshine Laws of three consecutive months of charter board meetings; evidence of requisite surety bond for school financial officer(s) and evidence of requisite insurance coverage for directors/officers, and buildings; statement of compliance with any/all federal and state programs' requirements; and evidence that a copy of the renewal application has been sent to the school board of the district is which the charter school is located. ◉ Yes ◯ No If no, please explain.

## C. STUDENT PERFORMANCE – SECTION 160.405.4,5,7,8,9, RSMo

All public schools are subject to state and federal accountability requirements. The Department has performance records on statewide assessments, graduation rates, attendance, etc. that need not be submitted. ***Documentation can be provided in Appendix C.***

- If sponsor has not already submitted a current copy to the department, provide a copy of the most recent performance contract that includes timelines and minimal standards for renewal. Include procedures and consequences for failure to meet requirements in the contract.
- Has this charter school been placed on probation within the last three years and, if so, specifically for what reasons? ◯ Yes, explanation attached. ◉ No If no, please explain.
- To what do you attribute student performance below 70% APR?
- Describe intervention strategies that are currently in place based on identification of school's low performance. What improvements/results have been obtained? How long will the interventions be maintained?
- What additional steps/strategies are planned?
- Based on current data, explain what specific performance goals are expected to improve first.
- Have administrative staff been evaluated annually? Do they each have a personal development plan?
- Do teachers have personal development plans, mentoring, and professional development? Explain.
- Is clear criteria for promotion from one grade/level to another in place? ◉ Yes ◯ No If no, please explain.
- If the school is a recipient of a federal Charter School Program grant, the sponsor ensures that student performance is the most important factor in the determination of renewal/revocation. ◉ Yes ◯ No If no, please explain.

## D. FINANCIAL/BUSINESS PLAN AND PROJECTED BUDGET – SECTIONS 160.405.1,5,9; 160.415, 161.520, RSMo; 5 CSR 20-100.260(5)

Describe the organization structure of the school and its day-to-day operation. Explain the management roles and responsibilities of key administrators with respect to instructional leadership, curriculum, personnel decisions, budgeting, financial management, legal compliance, and any specific staffing needs. ***Documentation can be provided in Appendix D.***

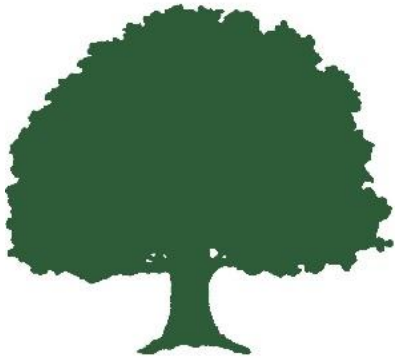
- Provide an updated, detailed organization chart that shows the staffing and reporting structure for the board, administration and teaching staff.
- Provide a financial plan and projected budget for the next three-five years.
- Are the costs of instruction, operation of plant and administration near the state average? If not, why?
- The sponsor attests that the school adheres to generally accepted accounting practices, including a procurement plan/policy and board approval of checks/check register on a regular (monthly) basis and reviews bank statements and expense annually. ◉ Yes ◯ No If no, please explain.
- The sponsor attests that the school board regularly reviews/addresses such items as expenditures, low balances in operating funds, compliance with federal/staff programs, and staff hiring. ◉ Yes ◯ No If no, please explain.
- If there is an Education/Charter Management Organization contract, discuss fees paid to date, how the performance of the contract has been evaluated and why the contract should be continued.
- The sponsor assures that the school reports outstanding debt as required in Section 37.850.1, RSMo. ◉ Yes ◯ No If no, please explain.
- Discuss any building/facility plan changes anticipated in the next three-five years.

## E. INTERVENTION, RENEWAL, REVOCATION, OR CLOSURE – SECTIONS 160.405, RSMo; 5 CSR 20-100.250, 260, 265

Describe/provide a checklist of items that the charter/sponsor regularly addresses to ensure the charter is fulfilling its mission of educating children. ***Documentation can be provided in Appendix E.***

- Provide a timeline and results for the interventions that have been implemented.
- Describe other performance measures currently used for renewal purposes.
- How long will the school continue to operate if performance does not reach greater than 60% APR?
- The sponsor assures that the charter school understands the procedures for closure, if necessary. ◉ Yes ◯ No If no, please explain.

# BROOKSIDE CHARTER SCHOOL



**Enter to Learn, Exit to Lead**

**CHARTER APPLICATION**

| | |
|---|---|
| NAME OF CHARTER: | **Brookside Charter School** |
| SPONSOR: | **The University of Missouri – Kansas City** |
| NAME OF NOT-FOR-PROFIT 501 (C) (3): | **BSDS, Inc** |
| PRIMARY CONTACT: | **Roger Offield, Superintendent** |
| MAILING ADDRESS: | **1815 East 63rd Street**<br>**Kansas City, MO 64130** |
| TELEPHONE: | **816-531-2192** |
| EMAIL ADDRESS: | roffield@brooksidecharter.org |
| DISTRICT IN WHICH SCHOOL IS LOCATED | **Kansas City Public Schools** |
| YEAR SCHOOL OPENED: | **Fall 2002** |

**ENROLLMENT PROJECTIONS**

| *YEARS* | *GRADE LEVEL* | *PROJECTED ENROLLMENT* |
|---|---|---|
| 2018-19 | Pre K – 8th | 683 |
| 2019-20 | Pre K – 8th | 731 |
| 2020-21 | Pre K – 8th | 731 |
| 2021-22 | Pre K – 8th | 739 |
| 2022-23 | Pre K – 8th | 739 |

At full enrollment this school intends to serve grade levels Prekindergarten to 8th with a projected total enrollment of 739 students.

**SCHOOL DESCRIPTION**

Brookside Charter's model is based on a Venn diagram: one circle is culture, the second is leadership, and as a result of those two, the third is achievement. We've been living this model for the past three years and for the last two we've seen steady academic growth. It is often heard in education that you can't, but that's what makes Brookside Charter School unique. We can. We think outside the box. We don't do things because that's how they've always been done. We do what's best for students and if it's not working, we change it. We've grown from making knee-jerk changes to our norm of processing, planning, action, and revising. We aren't afraid to try new things and if they aren't successful, we move on and try something else. When a child enrolls, whether it's in Pre-K or K, we recognize the return on investment, the win-win, if we keep them in our school all the way through 8th grade. Brookside Charter began as a neighborhood school, but now, our approach is different. We're not a neighborhood school. Our

parents' personal lives may cause them to move around, but as long as they stay within Kansas City Public School boundaries, their child can stay at Brookside Charter. Keeping a child at the same school may be more expensive for traditional district, but as far as value for the child and what they're getting in return, it's priceless. We have a goal of retaining 90% of our families from year to the next. With that, they understand our culture, our climate, and our expectations, all of which comes from the foundation of The Leader in Me.

We want Brookside Charter to address the needs in Kansas City. There are certain areas of the Kansas City Public School district that are underserved, with most them east of Highway 71. People and schools are wanting to go West, but we want to go East because that's where the need is greatest. We want to create a sense of security so students know they can always come to us. We want students to fall in love with Brookside Charter in the primary grades and stay in Kansas City. We currently are at 634 students and we'd like to build our enrollment over the next five years to 739 students. Eventually, Brookside Charter would like to expand to two primary schools that feed into one intermediate school and one middle school.

There are many charter schools claiming they want to be the best in the nation. We want to be the best charter school on 63rd street in Kansas City. We want to ensure that students who come to Brookside Charter are given the same opportunities as other students in other areas to change their lives by focusing on culture, leadership, and achievement. Ultimately, we'd like to create a model that we can duplicate in different cities to provide all students these same opportunities. But before we can extend to other cities, we must take care of the needs in Kansas City.

Our mission statement says that we at Brookside Charter believe in our students and are committed to providing them with unlimited opportunities. At the end of the day, we want to be defined by the number of our students who come back and say we made a difference in their lives. To achieve that, we will continue to value our students and families, help them to develop life skills, increase their achievement, provide leadership tools, and help them discover their own unlimited opportunities. Brookside Charter student's Enter to Learn, Exit to Lead.

**PERFORMANCE CONTRACT CERTIFICATION**

I certify that I have the authority to submit this performance contract and that all information contained herein is complete and accurate. I recognize that any misrepresentation could result in disqualification from the performance contract process or revocations after award. The person named as the contact person for the application is so authorized to serve as the primary contact for this performance contract on behalf of the organization.

_____

SIGNATURE DATE

Superintendent_____
TITLE

_____
PRINTED NAME

# BROOKSIDE CHARTER SCHOOL

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# BROOKSIDE CHARTER SCHOOL

**Enter to Learn, Exit to Lead**

## ACADEMIC PLAN

# BROOKSIDE CHARTER SCHOOL

## ENTER TO LEARN, EXIT TO LEAD

### MISSION STATEMENT

**"The Brookside Way"**

We believe in our students and are committed to providing them with unlimited opportunities to learn and grow as leaders.

### VISION

Brookside Charter School is a *Leader in Me*™ School that teaches and implements *The 7 Habits of Highly Effective People* to ensure students feel empowered in their daily lives. Students are critical thinkers that are not afraid of failure, because they learn from their strengths and weaknesses. The caring staff creates a safe environment where learning is student centered. Educators collaborate to deliver quality instruction that drives academic excellence. Families work side by side with staff to prepare leaders for today's society.

### 8 ESSENTIALS

1. We are a *Leader in Me*™ School.
2. Instruction is student centered: Students are actively involved in constructing their own knowledge.
3. Instruction is data driven.
4. Instruction is literacy based.
5. Curriculum is based on standards.
6. Leadership is shared within a collaborative culture.
7. Families are valued as integral partners.
8. Self-discipline is fostered through non-punitive, student-centered strategies.

***Adopted, July 29, 2015***

**Our past…** Brookside Charter School was originally Brookside Day School, and opened its doors in 1956. Both as private and charter, Brookside Charter has always been an educational alternative in the Kansas City area. The focus has been simple; small class sizes, low student to teacher ratios (1:15), the fact that their child is recognized for their individual differences, a feeling of family and community, a multi-cultural environment, and many opportunities for mixed-age experiences. It was developed to enable all families the right to choose educational options for their children beyond the traditional public offering, and operated from the belief that the options that are available to the families and children of Kansas City should not be limited to those few residents who have the financial ability to pay for private education. Brookside Charter School operated under these beliefs as a private school until 2002.

Overnight Brookside Day School became Brookside Charter School, and since that transition has experienced many hardships and growing pains, along with several changes in locations, and was forced to address the sudden shift in student demographics. Brookside Charter has seen growth in enrollment of 137 students (2002-03) to 634 students (2017-18), an increase in Free/Reduced Lunch count of 35.7% (2002-03) to 98% (2017), and an increase in minority enrollment of 44.53% (2002-03) to 97% (2017-18). While dealing with the many challenges Brookside Charter School discovered the program The Leader in Me. This program, based on Stephen Covey's *7 Habits of Highly Effective People*, is a way of holding individuals personally accountable and helping them find greatness within themselves. The Leader in Me program has helped Brookside Charter discover their theme, and that theme is Leadership.

At times, we've grown too fast, building the structure as we go. However, we've continued to adapt and became what we are today based on stubbing our toes and making mistakes. Today Brookside Charter School is located at 1815 East 63rd Street, Kansas City MO 64130.

**Our present…** It is often heard in education that you can't, but that's what makes Brookside Charter School unique. We can. We think outside the box. We don't do things because that's how they've always been done. We do what's best for students and if it's not working, we change it. We've grown from making knee-jerk changes to our norm of processing, planning, action, and revising. We aren't afraid to try new things and if they aren't successful, we move on and try something else. When a child enrolls, whether it's in Pre-K or K, we recognize the return on investment, the win-win, if we keep them in our school all the way through 8th grade. Brookside Charter began as a neighborhood school, but now, our approach is different. We're not a neighborhood school. Our parents' personal lives may cause them to move around, but as long as they stay within Kansas City Public School boundaries, their child can stay at Brookside Charter. Keeping a child at the same school may be more expensive for traditional district, but as far as value for the child and what they're getting in return, it's priceless. We have a goal of retaining 90% of our families from year to the next. With that, they understand our culture, our climate, and our expectations, all of which comes from the foundation of The Leader in Me. Brookside Charter's model is based on a Venn diagram: one circle is culture, the second is leadership, and as a result of those two, the third is achievement. We've been living this model for the past three years and for the last two we've seen steady academic growth.

**Culture**….Over 90% of our kids are African American, 97% of our kids are students of color, and 98% of our kids qualify for free lunch. For a school to be successful, you must understand, respect, and address the cultural needs of your population. The culture of our school is created by our staff, our students, our parents, and our community.

One thing that defines Brookside Charter is the adults in our building. We used to have a large support staff to help with management and discipline of kids but now, all adults are helping instructionally with students. Brookside Charter used to be one of the lowest paying school districts in Kansas City but we've learned the only way to keep quality people is to pay them…not only for what they do, but for what they're worth. Every administrator at Brookside Charter began here as a teacher, which demonstrates our belief in our staff and our support for their growth and development.

We listen to our parents. As a result of those conversations, we developed our carpool program, our lunch system, the co-teaching model we employ, and our revised extended care program. We care about our parents and recognize they are a valuable partner to the mission of Brookside Charter. We created a PULSE, a Parent Organization so that parents can work together to become a voice for our students, a resource for families, and an advocate for education. The organization helps promote parent participation, encourages community investment, and provides research, evaluations, and suggestions for additional programs. We also offer Parent Workshops, series of classes which provides tips and suggestions for ways to get involved, help their children study, and learn how to advocate for their children. Although we are an academic institution, we are also a resource for our parents and our community.

When we talk about our culture, we know it's working based on the smiles seen around our school. Teachers smile, students smile, parents smile. We tell our teachers that they set the tone and they are setting a tone that is positive, supportive and encouraging. Our students want to come to school and when they walk in the doors, they believe they can be successful. That makes a difference because when a child believes they can be successful, they will be successful.

**Leadership …**When Brookside moved to 63rd street, the theme was Leader in Me, but we've transitioned that to Leadership. We use the tools from the Leader in Me to help build leadership with our students, creating accountability for themselves, their academics, and their community. We believe that in order to be successful, everybody must have ownership. To that end, we've created a variety of programs so that staff and students can develop leadership skills in areas of interest.

All our staff have the opportunity to be part of committees, such as our Lighthouse Leadership Team, our Innovation Team, and our Care Team. The Lighthouse Leadership Team helps to oversee all Leader in Me initiatives as well as ensure it is included within our curriculum. The Innovation Team oversees our technology from selecting programs, gathering resources, and

providing professional development for our staff. Our Care Team works to address student challenges that may impact their achievement, including behavior, attendance, and academics. Being part of a committee helps teach our staff how to collaborate, set goals, problem solve, and communicate.

While it is important for staff to develop as leaders, providing leadership opportunities for students is crucial to our overall mission at Brookside Charter. Students have many opportunities to get involved and participate in different activities, such as Student Council, Green Team, Drumline, Alpha Omega, Gamma Girls, Girls on the Run, Student Internships, and our athletic programs. The Student Council meets biweekly and develops activities for our student body, such as Spirit Week, Candy Grams, and Door Decorating contests. The Green Team meets weekly to gather recycling materials and works to educate the students and staff on the importance of caring for our environment at school and within our communities. Drumline is both a class and a club at Brookside Charter. After taking the class, students are invited to try-out for our performance drumline, which participates in school programs and parades. Alpha Omega is a weekly club for boys, grades K-8, that meets and spends time playing, learning about social skills, and applying studying skills. Gamma Girls is a weekly club for girls, grades K-8, focusing on empowerment, respecting themselves and others, and a variety of life and academic skills. Girls on the Run meets weekly and focuses on self-respect and healthy lifestyles, culminating in a 5K run at the end of the season. Student Internships are positions around the school that students apply for and perform throughout the week, under teacher supervision. Some of these positions include library helper, tour guide, bulletin board maintenance, reader, and class helper. We also offer volleyball, basketball, and track to all students grades 5-8. These teams meet for daily practice, allowing students to grow physically and in terms of self-discipline. They have games, both at home and away, which offer them team-building and sportsmanship opportunities. In addition, a Student Athlete of the Week is nominated by staff, as one who demonstrates exceptional leadership in the classroom, while maintaining high expectations for academics and behaviors. These clubs offer students opportunities to learn about themselves, develop both personal and team accountability, and learn to be leaders within their school. We believe that these leadership opportunities will have untold payoffs both today and in their future lives.

Each child at Brookside Charter develops and maintains a Leadership Notebook, which follows them from grade to grade. The Leadership Notebook documents their attendance, their goal-setting, their academic growth, and their leadership development. It also has a special place for students to engage in self-reflection on their growth and celebrate things they find important. This Notebook is used at our Student Led Conferences, where students share their information with their families.

**Achievement…** At Brookside Charter, we believe that culture and leadership work together to create achievement. An important part of achievement is understanding why there is success or

failure. We have strived to create an instructional model that we can use to promote success and limit failure. It includes our curriculum, our assessments, our positive classroom support program, and our family involvement activities.

Our curriculum is vertically aligned between the grades. We use two main curriculum programs for math and literacy to ensure that students are receiving instruction differentiated for their needs: Eureka Math and Engage NY. Eureka Math provides aligned instruction so that mathematical standards are taught in a logical progression. The curriculum ensures that students are prepared for the next grade, offers professional development for teachers, provides support for parents, and helps to develop children confident in their mathematical skills. Engage NY provides aligned instruction ensuring that literacy standards are deepened in developmentally appropriate ways. Students learn to become critical readers and writers of both informational and literary texts, as well as proficient speakers and listeners. The curriculum provides professional development, parent support, and helps develop children ready for 21st century learning and careers. Students also participate in the following classes: Science, Social Studies, Geography, Foreign Languages, Computers, Physical Education, Art, and STE(A)M. In addition, selected students who have demonstrated mastery in reading, writing, and math participate in Cross Age Tutoring, a class designed to have older students help with younger students to develop needed skills. We also offer computer based programs, such as Lexia, Read 180, and Reading Plus to help students fill in any gaps in their learning.

We believe that assessment is a crucial part of curriculum and instruction, to ensure effectiveness and alignment. Each month we deliver a computer based formative assessment program, Evaluate, which assesses all standards over a two-month cycle and provides individualized student data for teachers. Each week, data teams meet to review, analyze, and create interventions for individual students based on these Evaluate assessments. In addition, they provide online testing practice for students to prepare for our end of year state assessment, MAP. Each month, students review their results, reflect on their performance, and create goals and action plans to direct their own learning. We believe that our assessment plan helps hold students accountable and provides leadership opportunities regarding their own growth.

We recognize that we cannot reach a student's academic brain until we've gotten through their emotional brain. We cannot expect a student to be successful academically if their emotional needs aren't being met. We build relationships with our students so that we know what's happening in their lives and have created a discipline system, Positive Classroom Support, to support those relationships. This program provides tools for teachers to develop relationships, help students be accountable for their choices, lessons to teach students how to make different, and better choices, and plans for students who need extra support. We believe there is a difference between consequences and punishment. A consequence is directly related to what the child has done wrong and provides a teachable moment. Our goal is to have every student in the classroom all day and this program is designed to make that happen.

We also recognize that achievement takes family involvement. We want families to know what is happening in their children's classrooms and to feel confident in their abilities to support their learning. Our teachers provide many opportunities throughout the year for families to come to our school and take part in Math and Literacy nights, where they can get this information.

Finally, we believe in celebrating students who have achievement success. We have a chapter for both the National Junior Honor Society and the National Junior Art Honor Society. Both chapters hold induction ceremonies to honor selected students, as well as weekly meetings to socialize, develop skills, and create ways to give back to their communities.

**Our vision…**We want Brookside Charter to address the needs in Kansas City. There are certain areas of the Kansas City Public School district that are underserved, with most of them east of Highway 71. People and schools are wanting to go West, but we want to go East because that's where the need is greatest. We want to create a sense of security so students know they can always come to us. We want students to fall in love with Brookside Charter in the primary grades and stay in Kansas City. We currently are at 620+ students and we'd like to build our enrollment over the next five years to 730+ students. Eventually, Brookside Charter would like to expand to two primary schools that feed into one intermediate school and one middle school.

There are many charter schools claiming they want to be the best in the nation. We want to be the best charter school on 63rd street in Kansas City. We want to ensure that students who come to Brookside Charter are given the same opportunities as other students in other areas to change their lives by focusing on culture, leadership, and achievement. Ultimately, we'd like to create a model that we can duplicate in different cities to provide all students these same opportunities. But before we can extend to other cities, we must take care of the needs in Kansas City.

Our mission statement says that we at Brookside Charter believe in our students and are committed to providing them with unlimited opportunities. At the end of the day, we want to be defined by the number of our students who come back and say we made a difference in their lives. To achieve that, we will continue to value our students and families, help them to develop life skills, increase their achievement, provide leadership tools, and help them discover their own unlimited opportunities. Brookside Charter student's Enter to Learn, Exit to Lead.

# Annual Performance Data

**2017 LEA Annual Performance Report (APR) - FINAL**
**LEA Summary Report**
**MSIP 5**

**BROOKSIDE CHARTER SCH. (048916)**

| | 2014 | 2015 | 2016 | 2017 |
|---|---|---|---|---|
| **APR Total Points** | **58.0/70** | **57.0/80** | **56.5/80** | **55.0/80** |
| **Percent of Points** | **82.9%** | **71.3%** | **70.6%** | **68.8%** |

| MSIP 5 Standards | Points Possible | Points Earned | Percent Earned |
|---|---|---|---|
| **1. Academic Achievement** | **48.0** | **31.0** | **64.6%** |
| **2. Subgroup Achievement** | **12.0** | **8.0** | **66.7%** |
| **3. High School Readiness (HSR)*** | **10.0** | **10.0** | **100.0%** |
| **4. Attendance** | **10.0** | **6.0** | **60.0%** |
| **Total** | **80.0** | **55.0** | **68.8%** |

| MSIP 5 Standards | | 2014 | 2015 | 2016 | 2017 | 2017 |
|---|---|---|---|---|---|---|
| **1. Academic Achievement** | Points Possible | Points Earned | Points Earned | Points Earned | Points Earned | Percent Earned |
| English Language Arts | 16.0 | **15.0** | 9.0 | 0.0 | 12.0 | 75.0% |
| Mathematics | 16.0 | **16.0** | 0.0 | 0.0 | 12.0 | 75.0% |
| Science | 16.0 | 9.0 | 0.0 | 0.0 | 0.0 | 0.0% |
| Total Points Earned | **48.0** | **40.0** | **31.0** | **31.0** | **31.0** | **64.6%** |
| **2. Subgroup Achievement** | | | | | | |
| English Language Arts | 4.0 | **4.0** | 2.0 | 0.0 | 3.0 | 75.0% |
| Mathematics | 4.0 | **4.0** | 0.0 | 0.0 | 3.0 | 75.0% |
| Science | 4.0 | 2.0 | 2.0 | 0.0 | 0.0 | 0.0% |
| Total Points Earned | **12.0** | **10.0** | **10.0** | **8.0** | **8.0** | **66.7%** |
| **3. High School Readiness (HSR)*** | **10.0** | **N/A** | **10.0** | **7.5** | **10.0** | **100.0%** |
| **4. Attendance** | **10.0** | **8.0** | **6.0** | **10.0** | **6.0** | **60.0%** |
| **Total** | **80.0** | **58.0** | **57.0** | **56.5** | **55.0** | **68.8%** |

| 1. Academic Achievement | Points Poss. | Points Earned | Percent Earned | Metric | | 2015 | | | 2016 | | | 2017 * | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **English Language Arts** | | | | | | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** |
| Status | 16.0 | 0.0 | | 279.8 | Floor | 29.0% | 259.9 | -0.8 | 35.7% | 282.0 | 11.7 | 38.4% | 297.5 | 25.9 |
| Progress | 12.0 | 12.0 | | 13.3 | Exceeding | Prior 2 Yr NCE Avg = 5.5 | | | | Current 2 Yr NCE Avg = 18.8 | | | | |
| Growth | 12.0 | 6.0 | | 49.6 / N | On Track | | | | | | | | | |
| Total Points Earned - 2017 (Status + Progress or Growth) | 16.0 | 12.0 | 75.0% | 3 Yr Progress = Average(Current NCE and Year 2 NCE) - Average(Year 2 NCE and Year 3 NCE) | | | | | | | | | | |
| **Total Points Earned - 2014** | **16.0** | **15.0** | **93.8%** | | | | | | | | | | | |
| | | | | | | **2015** | | | **2016** | | | **2017 *** | | |
| **Mathematics** | | | | | | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** |
| Status | 16.0 | 0.0 | | 255.1 | Floor | 13.9% | 217.6 | 5.4 | 23.6% | 267.8 | 21.2 | 29.3% | 280.0 | 28.7 |
| Progress | 12.0 | 12.0 | | 11.7 | Exceeding | Prior 2 Yr NCE Avg = 13.3 | | | | Current 2 Yr NCE Avg = 25.0 | | | | |
| Growth | 12.0 | 6.0 | | 49.7 / N | On Track | | | | | | | | | |
| Total Points Earned - 2017 (Status + Progress or Growth) | 16.0 | 12.0 | 75.0% | 3 Yr Progress = Average(Current NCE and Year 2 NCE) - Average(Year 2 NCE and Year 3 NCE) | | | | | | | | | | |
| **Total Points Earned - 2014** | **16.0** | **16.0** | **100.0%** | | | | | | | | | | | |
| | | | | | | **2015** | | | **2016** | | | **2017** | | |
| **Science** | | | | | | **% Prof or Adv** | **MPI** | | **% Prof or Adv** | **MPI** | | **% Prof or Adv** | **MPI** | |
| Status | 16.0 | 0.0 | | 282.3 | Floor | 23.4% | 279.4 | | 22.8% | 291.2 | | 20.6% | 276.3 | |
| Progress | 12.0 | 0.0 | | -1.5 | Floor | Prior 2 Yr MPI Avg = 285.3 | | | | Current 2 Yr MPI Avg = 283.8 | | | | |
| Total Points Earned (Status + Progress) | 16.0 | 0.0 | 0.0% | 3 Yr Progress = Average(Current MPI and Year 2 MPI) - Average(Year 2 MPI and Year 3 MPI) | | | | | | | | | | |

* A1 and E2 were excluded in 2017. Comparisons of MPI and proficiency rates from 2016 to 2017 may not be advisable.

| 2. Subgroup Achievement | Points Poss. | Points Earned | Percent Earned | Metric | | 2015 | | | 2016 | | | 2017 * | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **English Language Arts** | | | | | | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** |
| Status | 4.0 | 0.0 | | 279.8 | Floor | 29.0% | 259.9 | 10.9 | 35.7% | 282.0 | 23.2 | 38.4% | 297.5 | 37.9 |
| Progress | 3.0 | 3.0 | | 13.5 | Exceeding | Prior 2 Yr NCE Avg = 17.0 | | | | Current 2 Yr NCE Avg = 30.5 | | | | |
| Growth | 3.0 | 0.0 | | 48.3 / S | Floor | | | | | | | | | |
| Total Points Earned - 2017 (Status + Progress or Growth) | 4.0 | 3.0 | 75.0% | 3 Yr Progress = Average(Current NCE and Year 2 NCE) - Average(Year 2 NCE and Year 3 NCE) | | | | | | | | | | |
| **Total Points Earned - 2014** | **4.0** | **4.0** | **100.0%** | | | | | | | | | | | |
| | | | | | | **2015** | | | **2016** | | | **2017 *** | | |
| **Mathematics** | | | | | | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** | **% Prof or Adv** | **MPI** | **NCE Score** |
| Status | 4.0 | 0.0 | | 255.1 | Floor | 13.9% | 217.6 | 14.8 | 23.6% | 267.8 | 31.6 | 29.3% | 280.0 | 40.1 |
| Progress | 3.0 | 3.0 | | 12.7 | Exceeding | Prior 2 Yr NCE Avg = 23.2 | | | | Current 2 Yr NCE Avg = 35.9 | | | | |
| Growth | 3.0 | 0.0 | | 48.4 / S | Floor | | | | | | | | | |
| Total Points Earned - 2017 (Status + Progress or Growth) | 4.0 | 3.0 | 75.0% | 3 Yr Progress = Average(Current NCE and Year 2 NCE) - Average(Year 2 NCE and Year 3 NCE) | | | | | | | | | | |
| **Total Points Earned - 2014** | **4.0** | **4.0** | **100.0%** | | | | | | | | | | | |
| | | | | | | **2015** | | | **2016** | | | **2017** | | |
| **Science** | | | | | | **% Prof or Adv** | **MPI** | | **% Prof or Adv** | **MPI** | | **% Prof or Adv** | **MPI** | |
| Status | 4.0 | 0.0 | | 282.3 | Floor | 23.4% | 279.4 | | 22.8% | 291.2 | | 20.6% | 276.3 | |
| Progress | 3.0 | 0.0 | | -1.5 | Floor | Prior 2 Yr MPI Avg = 285.3 | | | | Current 2 Yr MPI Avg = 283.8 | | | | |
| Total Points Earned (Status + Progress) | 4.0 | 0.0 | 0.0% | 3 Yr Progress = Average(Current MPI and Year 2 MPI) - Average(Year 2 MPI and Year 3 MPI) | | | | | | | | | | |

* A1 and E2 were excluded in 2017. Comparisons of MPI and proficiency rates from 2016 to 2017 may not be advisable.

| 3. High School Readiness | Points Poss. | Points Earned | Percent Earned | Pct. | | 2015 | | | 2016 | | | 2017 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **High School Readiness*** | | | | | | **% Prof or Adv** | **# Prof or Adv** | **8th Graders** | **% Prof or Adv** | **# Prof or Adv** | **8th Graders** | **% Prof or Adv** | **# Prof or Adv** | **8th Graders** |
| Status | 10.0 | 10.0 | | 27.7% | 2020 Target | 17.8% | 8 | 45 | 25.4% | 15 | 59 | 40.0% | 18 | 45 |
| Progress | 7.5 | 7.5 | | 11.1% | Exceeding | Prior 2 Yr Avg = 21.6% | | | | | Current 2 Yr Avg = 32.7% | | | |
| Total Points Earned (Status + Progress) | 10.0 | 10.0 | 100.0% | | | | | | | | | | | |

| 4. Attendance | Points Poss. | Points Earned | Percent Earned | Pct. | | 2015 | | | 2016 | | | 2017 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Attendance** | | | | | | **Pct Above 90%** | **Num. Above 90%** | **Num. Attend.** | **Pct Above 90%** | **Num. Above 90%** | **Num. Attend.** | **Pct Above 90%** | **Num. Above 90%** | **Num. Attend.** |
| Status | 10.0 | 6.0 | | 84.4% | Approaching | 81.0% | 447.9586 | 553.3742 | 89.5% | 467.4189 | 522.3047 | 82.6% | 437.0975 | 529.1580 |
| Progress | 7.5 | 0.0 | | 0.8% | Floor | Prior 2 Yr Avg = 85.3% | | | | | Current 2 Yr Avg = 86.1% | | | |
| Total Points Earned (Status + Progress) | 10.0 | 6.0 | 60.0% | 3 Yr Progress = Average(Current Pct and Year 2 Pct) - Average(Year 2 Pct and Year 3 Pct) | | | | | | | | | | |

## Formative Assessment (Evaluate)

Brookside Charter uses a computer based formative assessment program called Evaluate, which is Catapult Learning's next-generation benchmark assessment system that combines monthly benchmark assessments with comprehensive and easy-to-use reporting and analysis tools. Assessment is a crucial part of our curriculum and instruction, to ensure effectiveness and alignment. It is administered monthly, which assesses all standards over a two-month cycle and provides individualized student data for teachers. Each week, data teams meet to review, analyze, and create interventions for individual students based on these Evaluate assessments. Each month, students review their results, reflect on their performance, and create goals and action plans to direct their own learning. We believe that our assessment plan helps hold students accountable and provides leadership opportunities regarding their own growth.

Evaluate was designed by a team of expert educators with over a decade of experience developing standards-aligned assessments, Evaluate is a valuable and proven tool that builds the foundation for academic improvement.

- Web-based Reading and Math Assessments
- Actionable Reporting and Analysis Tools
- Accessible Professional Development

Evaluate engages students in their own learning, guides teachers as they target instruction, and allows administrators to identify instructional areas in need of additional resources and support.

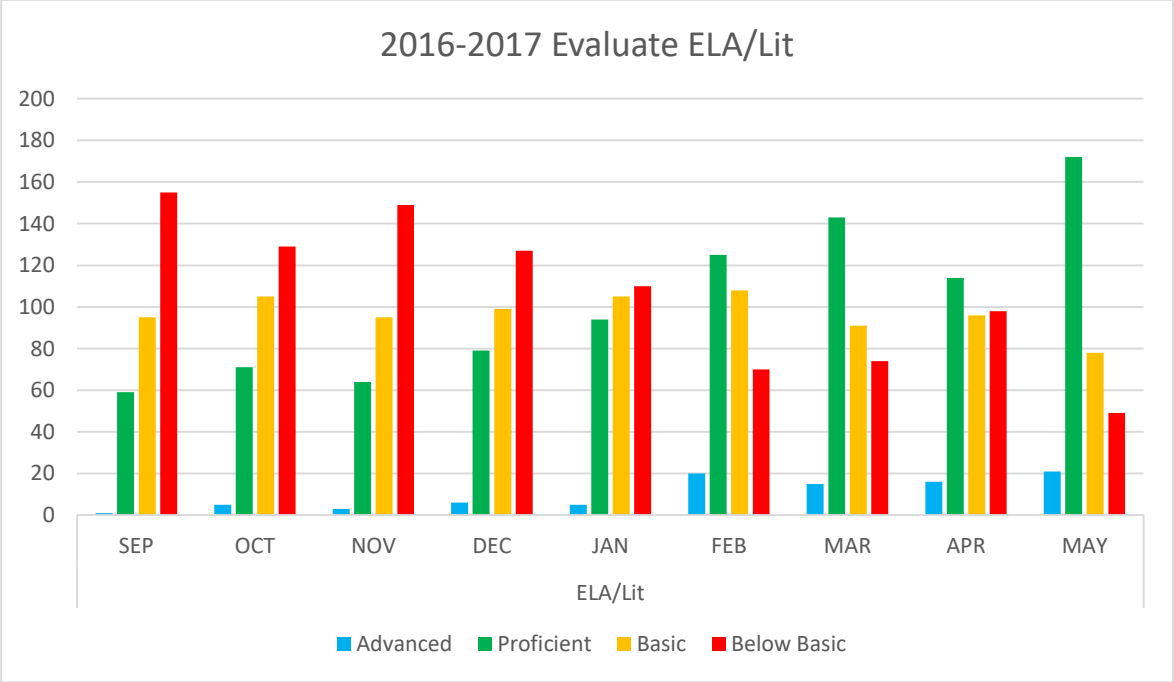
Tools that Empower Students, Teachers, and Principals

Through frequent assessments, simple and actionable reports, and high-quality professional development, Evaluate exposes proficiency and learning trends toward the achievement of end-of-year standards. Students get important practice with national and state standards-aligned formative assessments that simulate each state's end-of-year proficiency exams.

- Teachers track student performance on standards already taught as well as assess knowledge of content in future lessons.
- Principals and district administrators can view progress at a variety of levels, allowing them to identify instructional areas in need of additional resources and support.

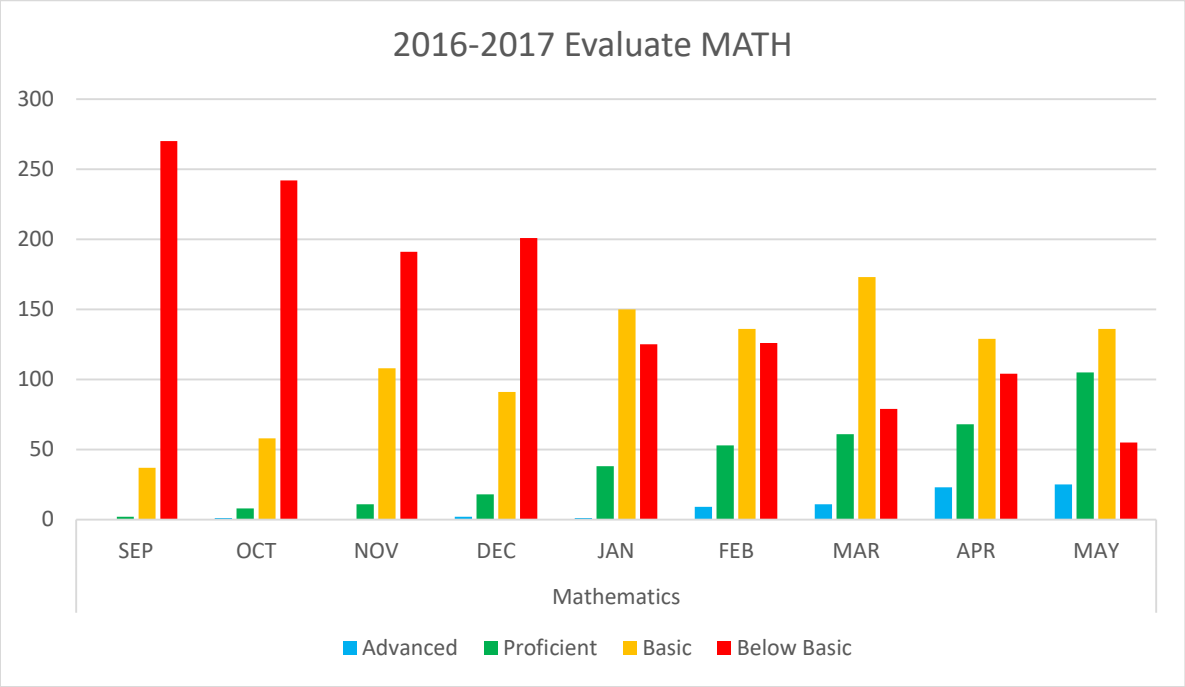
# Evaluate Data

| School Progress by Threshold with Grade | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| School Year: 2016-2017<br>District: Brookside Charter District<br>School: Brookside Charter School<br>Grade Level: Grade 3, Grade 4, Grade 5, Grade 6, Grade 7, Grade 8<br>Demographics: All Students | | | | | | | | | |
| ELA/Lit | | | | | | | | | |
| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY |
| Est Proficiency | 108 | 129 | 115 | 135 | 152 | 199 | 204 | 178 | 232 |
| Advanced | 1 (0%) | 5 (2%) | 3 (1%) | 6 (2%) | 5 (2%) | 20 (6%) | 15 (5%) | 16 (5%) | 21 (7%) |
| Proficient | 59 (19%) | 71 (23%) | 64 (21%) | 79 (25%) | 94 (30%) | 125 (39%) | 143 (44%) | 114 (35%) | 172 (54%) |
| Basic | 95 (31%) | 105 (34%) | 95 (31%) | 99 (32%) | 105 (33%) | 108 (33%) | 91 (28%) | 96 (30%) | 78 (24%) |
| Below Basic | 155 (50%) | 129 (42%) | 149 (48%) | 127 (41%) | 110 (35%) | 70 (22%) | 74 (23%) | 98 (30%) | 49 (15%) |
| Total Tested | 310 | 310 | 311 | 311 | 314 | 323 | 323 | 324 | 320 |



| School Progress by Threshold with Grade |
|---|
| School Year: 2016-2017<br>District: Brookside Charter District<br>School: Brookside Charter School<br>Grade Level: Grade 3, Grade 4, Grade 5, Grade 6, Grade 7, Grade 8<br>Demographics: All Students |

| Mathematics | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY |
| Est Proficiency | 21 | 38 | 65 | 66 | 114 | 130 | 159 | 156 | 198 |
| Advanced | 0 (0%) | 1 (0%) | 0 (0%) | 2 (1%) | 1 (0%) | 9 (3%) | 11 (3%) | 23 (7%) | 25 (8%) |
| Proficient | 2 (1%) | 8 (3%) | 11 (4%) | 18 (6%) | 38 (12%) | 53 (16%) | 61 (19%) | 68 (21%) | 105 (33%) |
| Basic | 37 (12%) | 58 (19%) | 108 (35%) | 91 (29%) | 150 (48%) | 136 (42%) | 173 (53%) | 129 (40%) | 136 (42%) |
| Below Basic | 270 (87%) | 242 (78%) | 191 (62%) | 201 (64%) | 125 (40%) | 126 (39%) | 79 (24%) | 104 (32%) | 55 (17%) |
| Total Tested | 309 | 309 | 310 | 312 | 314 | 324 | 324 | 324 | 321 |



## *UMKC Charter School Center Renewal Status Recommendation*

## *Brookside Charter School 2017-18*

The University of Missouri, Kansas City (UMKC) Charter School Center considers a number of factors when making renewal determinations. Of primary importance is whether or not a school is generating college and career ready students by serving their academic needs with excellence. Towards this end, and in accordance with State Statue, UMKC Charter School Center schools are required to enter into a performance contract. This performance contract sets the standards for high achievement, governance, organization, and fiscal oversight. It also provides for interventions when necessary, and delineates non-renewal and/or revocation procedures when achievement goals are not being met. This performance contract is a part of the school's charter renewal application process, and, depending on the school's accreditation status, is reviewed quarterly/annually through a series of internal and external audits.

To oversee the renewal process and identify components of the Performance Contract, Brookside Charter School convened a renewal committee. The participants of this committee included representation from the staff, administration, board of directors, special services, parents, and community members. The process of internal and external audits in the categories listed in the chart below identified the school's strengths and weaknesses and provided the data by which the school, in conjunction with its sponsor, identified its major goals and objectives for the length of the renewal period. The CSC has determined the school's renewal status based on this information.

**AUDIT RESULTS**

| Internal/External Audit of Performance Contract Components | Exceeds Standards | Meets Standards | Approaching Standard | Does Not Meet Standard | Improvement Goal Required |
|---|---|---|---|---|---|
| Charter Implementation | | X | | | |
| Academic Achievement | | | X | | X |
| Organization Performance | | X | | | |
| Governance | | X | | | |
| Financial Status/Sustainability | | X | | | |

Student achievement results at Brookside Charter School, as measured by the state assessment Missouri Performance Assessment, Map Performance Index, and Annual Performance Report, over a span of three years currently, shows above average growth and status for all three years. The district administration has acknowledged that the school's focus has been on culture and leadership, however, has recently committed to a deep focus on student learning. The Charter

School Center believes the administration has made significant strides in developing a culture of learning throughout the school that will positively impact the increase of student performance. Brookside Charter School has set two main academic goals for the next five years.

**Goal 1: Brookside Charter will reduce the percentage of BELOW BASIC students over the renewal period.**

> ***English Language Arts*** (ELA) from 23.2% to 16% or lower over the renewal period (2018-2022). This reduction will reflect an average decrease of 1.5 % each year.
>
> ***Mathematics*** (MA) from 28.4 % to 19 % or lower over the renewal period (2018-2022). This reduction will reflect and average decrease of 2 % each year.
>
> ***Science*** (SC) from 23 % to 11 % or lower over the renewal period (2018-2022). This reduction will reflect and average decrease of 2.5 % each year.

**Goal 2: Brookside Charter will work towards closing the gap between the school and the state average MAP Performance Index (MPI).**

> ***English Language Arts*** (ELA) from 295.9 to 338.4 or higher over the renewal period (2018-2022). This increase will reflect an average increase of 8.5 points each year.
>
> ***Mathematics*** (MA) from 276.4 to 325.1 or higher over the renewal period (2018-2022). This increase will reflect an average increase of 9.75 points each year.
>
> ***Science*** (SC) from 275 to 335 or higher over the renewal period (2018-2022). This increase will reflect an average increase of 12 points each year.

**Goal 3: Brookside Charter will increase its number of students who have 90 % attendance from 82.6 % to 90% or higher over the renewal period (2018 – 2022). This increase will reflect an average increase of 1.5 % each year.**

| Measure | Current | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---|---|---|---|---|---|
| ELA BB % | 23.2 % | 21.7 % | 20.2 % | 18.7 % | 17.2 % | 15.7% |
| Math BB % | 28.4 % | 26.4 % | 24.4 % | 22.4% | 20.4 % | 18.4% |
| Science BB % | 23 % | 20.5% | 18 % | 15.5 % | 13 % | 10.5% |
| ELA MPI | 295.9 | 304.4 | 312.9 | 321.4 | 329.9 | 338.4 |
| Math MPI | 276.4 | 286.15 | 295.9 | 305.65 | 315.4 | 325.1 |
| Science MPI | 275 | 287 | 299 | 311 | 323 | 335 |
| 90 % Attendance | 82.6% | 84.1 % | 85.6 % | 87.1% | 88.6 % | 90.1% |

## UMKC Charter School Renewal Recommendation: Five Year Renewal

# BROOKSIDE CHARTER SCHOOL

## Enter to Learn, Exit to Lead

| | | Below Basic % | MPI Growth | Action Steps Upon Not Meeting Criteria |
|---|---|---|---|---|
| **17-18** | **ELA** | 21.7% | 304.4 | * On site instructional monitor<br>* Formative and summative assessments<br>* Teacher/Leader evaluation<br>*Targeted audits<br>* Research based instructional interventions |
| | **MA** | 26.4% | 286.2 | |
| | **SC** | 20.5% | 287.0 | |
| | **90 %Attd** | **84.1 %** | | |
| **18-19** | **ELA** | 20.2% | 312.9 | * On site instructional monitor<br>* Formative and summative assessments<br>* Teacher/Leader evaluation<br>*Targeted audits<br>* Research based instructional interventions |
| | **MA** | 24.4% | 295.9 | |
| | **SC** | 18.0% | 299.0 | |
| | **90 %Attd** | **85.6 %** | | |
| **19-20** | **ELA** | 18.7% | 321.4 | * On site instructional monitor<br>* Formative and summative assessments<br>* Teacher/Leader evaluation<br>*Targeted audits<br>* Research based instructional interventions |
| | **MA** | 22.4% | 305.7 | |
| | **SC** | 15.5% | 311.0 | |
| | **90 %Attd** | **87.1%** | | |
| **20-21** | **ELA** | 17.2% | 329.9 | * On site instructional monitor<br>* Formative and summative assessments<br>* Teacher/Leader evaluation<br>*Targeted audits<br>* Research based instructional interventions |
| | **MA** | 20.4% | 315.4 | |
| | **SC** | 13.0% | 323.0 | |
| | **90 %Attd** | **88.6%** | | |
| **21-22** | **ELA** | 15.7% | 338.4 | * On site instructional monitor<br>* Formative and summative assessments<br>* Teacher/Leader evaluation<br>*Targeted audits<br>* Research based instructional interventions |
| | **MA** | 18.4% | 325.1 | |
| | **SC** | 10.5% | 335.0 | |
| | **90 %Attd** | **90.1%** | | |

The signatures below acknowledge the expectations for, and adherences to the identified performance goals as stated in the 2017-18 Brookside School Performance Contract.

| | |
|---|---|
| Phyllis A. Chase, Date<br>UMKC CSC Sponsor | Roger Offield, Superintendent Date<br>Brookside Charter |

# BROOKSIDE CHARTER SCHOOL

## 2018

| JULY | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

| AUGUST | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

| SEMPTEMBER | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

| OCTOBER | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

| NOVEMBER | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

| DECEMBER | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

## CALENDAR

1815 E 63rd Street
Kansas City, MO 64130
816-531-2192

Building Hours: 7:30 am - 6 pm
School Hours: 8:15 am - 3:30 pm

**IMPORTANT DATES**

July 23, Admin & Office Report (Building Closed)
July 25-27, New Teacher Training (Building Open)
July 30- August 3, STAFF Prof Development
August 6-7, Back to School Conferences
August 8, Building CLOSED
August 9, First Day of School
August 30, 1/2 Day (PD)
August 31, NO SCHOOL
September 3, NO SCHOOL (Labor Day)
September 7, 1st QTR Mid-Term
September 28, 1/2 Day (PD)
October 8, NO SCHOOL (Columbus Day)
October 12, 1st QTR Ends
October 31, 1/2 Day (PD)
November 1, NO SCHOOL (Fall Conferences)
November 2, NO SCHOOL
November 20, 2nd QTR Mid-Term
Nov 21-26, NO SCHOOL (Thanksgiving Break)
November 26, NO SCHOOL (PD)
December 21, 1/2 Day (PD) 2nd QTR Ends
Dec 24 - Jan.4, NO SCHOOL (Holiday Break)
January 4, NO SCHOOL (PD)
January 21, NO SCHOOL (MLK, Jr)
February 1, 1/2 Day (PD)
February 8, 3rd QTR Mid-Term
February 18, NO SCHOOL (Presidents' Day)
March 15, 1/2 Day (PD) 3rd QTR Ends
March 18 - 22, NO SCHOOL (Spring Break)
April 19, NO SCHOOL (Spring Conf) 4th QTR Mid-Term
April 22, NO SCHOOL
May 23, Last Day of School 1/2 Day
May 28-29, STAFF Workday

***Summer School May 30 - June 2 (21 Days)***

## 2019

| JANUARY | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

| FEBRUARY | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | |

| MARCH | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

| APRIL | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | | | |

| MAY | | | | |
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| M | T | W | TH | F |
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| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

| JUNE | | | | |
|---|---|---|---|---|
| M | T | W | TH | F |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

178 Student School Days / 190 Staff Days / 193 New Staff Days / Adm & Office 216
Semester 1 = 88 Days (Q1 - 44) (Q2 - 44) Semester 2 = 90 Days (Q3 - 48) (Q4 - 42)

# BROOKSIDE CHARTER SCHOOL

**Enter to Learn, Exit to Lead**

**ORGANIZATIONAL PLAN**

# BROOKSIDE CHARTER SCHOOL

**Enter to Learn, Exit to Lead**

1815 East 63rd Street
Kansas City, Missouri 64130
816-531-2192

## CHARTER SPONSORSHIP

BSDS, Inc. dba Brookside Charter School is the governing agency for Brookside Charter School. Brookside Charter School is sponsored by the University of Missouri – Kansas City. Brookside Charter School's Board of Directors, which meets monthly, determines the policies, plans for the future, and hires and advises the Superintendent. The Board of Directors operates in accordance with Missouri's open meeting laws, and all agendas, minutes, and dates of future meetings are available in the Business Office. Prior to its annual meeting, the Board of Directors approves Brookside Charter School's budget and Employee and Family Handbooks.

Members of the Brookside Charter School Board of Directors have been selected for their areas of expertise and outreach in the community, and agree to complete 16 hours of Board training each year. The Superintendent has the authority from the Board of Directors to implement policies, supervise staff, and run the daily operations of the school. The operation of the school also includes the other members of the Administrative Team. The Board of Directors, Superintendent, and Administrative Team work together on Brookside Charter School's policies and Employee and Family Handbooks.

## BOARD OF DIRECTORS

***Vickie Miller*** - President, 3 Years of Service, Works for Office of Chief Counsel, Area Counsel

Ms. Miller received her law degree and her undergraduate business and accounting degree from the University of Kansas. After receiving her undergraduate degree and before going to law school, she worked as an accountant for over three years for Deloitte Touche. After completing law school, she became a tax attorney for Office of Chief Counsel – IRS. In her current position

as Area Counsel in the the Small Business/Self-Employed Division, she provides legal advice and tax litigation to the IRS in ten states in the Midwest. Mr. Miller resides in the Brookside area of Kansas City.

***Larry Ehern*** - Vice President, 3 Years of Service, Grace and Holy Trinity Episcopal Cathedral

The Reverend Larry Ehren is an Episcopal Priest, receiving his Master of Divinity degree from Boston College. After completing his MBA at Rockhurst University in 1988, he served in medical centers in a wide variety of settings across the country for more than twenty years. During that time, he was privileged to serve on many not for profit organizations boards that aimed to improve the quality of life in the local community. Larry recently retired as Director of Chaplaincy at Truman Medical Center, Hospital Hill. He has a deep belief in the empowerment and value that quality education brings, and values the positive efforts being currently made in urban Kansas City.

***Koji Watanabe,*** Treasurer, 5 Year of Service, Commerce Trust Company

Koji is a vice president and financial planner with The Commerce Trust Company in Kansas City. He has been with the Company for over 8 years, and in the financial industry for 18 years. He works with individuals to provide customized financial planning advice and help them achieve their retirement and long-term financial goals. He received his B.A. from Colby College (Maine) in 2001, and has served on the boards of other local organizations in the Kansas City area. Koji is also fluent in Japanese, and spent his childhood both in the United States and in Japan.

***Sherry Twyman***, Secretary, 3 Years of Service, Retired Educator

Sherry Twyman is a retired middle school science teacher who has also taught preschool, kindergarten and classes on children's literature for preschool teachers. She has co-authored four books for middle school science teachers and also has been the recipient of a Fulbright Memorial Fund grant to study education in Japan. Sherry now spends most of her time enjoying six amazing grandchildren. She hopes to use her experience in education and love of all children to support Brookside Charter as one of the tops schools in Kansas City.

***Kiva Dennis*** - Parent Member, 1 Year of Service, Brookdale Senior Living

Ms. Dennis is a resident of Kansas City, Missouri. She graduated from Langston University with a BS in Healthcare Administration and has her MS of Management from Southern Nazarene University. She has worked in many capacities of healthcare and it is a true passion of hers. She is passion driven by many things and education is something she is deeply invested in. She loves to see kids learn and thrive in their interest and creativeness. She has two sons that are the joy of her life. Her oldest is a student at Brookside Charter; he loves Brookside and has made so many advances in his education while being enrolled. She is a member of Alpha Kappa Alpha Sorority, Incorporated and she serves on the Patient Family Advisory Council at St. Luke's Hospital.

***Jason LaSalle*** – 1 Year of Service, Allscripts, Program Director

Mr. LaSalle received his undergraduate from the University of Missouri – Columbia in 1997 and complete his Masters in Business Administration from the University of Missouri – Kansas City in 2004. He has spent the last 15 years helping hospitals and ambulatory clinics roll out electronic medical records across the United States. He is a lifetime resident of the greater Kansas City area, and believes in strongly supporting his educational community.

***Eric Sipes*** – 1 Year of Service, Executive Director of Instructional Technology, North Kansas City Schools

Dr. Sipes has a Bachelor of Science in Mathematics and a Masters of Science in Education both from Northwest Missouri State University. He has also completed his Education Specialist in Urban Leadership and Policy Studies and Educational Doctorate from the University of Missouri-Kansas City. Dr. Sipes is a 20-year education veteran who is a life-long learner with a vast array of educational experience. Eric taught everything from middle school math to 6th graders all the way to calculus and college algebra to seniors. He then became a technology integration specialist and spent five years assisting teacher with understanding how to integrate technology into their everyday classroom. He was chosen to serve as Assistant Principal of Antioch Middle School in 2006, a school serving 900 students in 6th-8th grade. In 2010, Dr. Sipes was given the honor of combining two of the things he loves, education and technology. He was selected to be the Executive Director of Instructional Technology for the North Kansas City School District. Eric now manages a team of 50 individuals that support a network of over 16,000 computing devices and 23,000 users.

***Kraig Kohring*** – 1 Year of Service, Polsinelli, Chair of the Financial Services Division

Kraig is Chair of the Real Estate and Financial Services Department at Polsinelli and leads its Capital Markets and Commercial Lending practice group. He has been with the firm for about 20 years. He is a member of Kansas City Tomorrow's 33rd Class and has served on the Kansas City Tomorrow Alumni Association Board for the last 5 years, including previously serving as Program Chair and currently serving as President of the Board. Kraig's civic focus in Kansas City has been on education and early childhood development initiatives and his active participation with the KC Chamber. But the Kansas City Tomorrow Alumni Association is what has continued to connect him to our Civic Community most impactful for the last several years.

## ADMINISTRATION

***Roger Offield***, Superintendent

Roger Offield became the Superintendent of Brookside Charter School three years ago, before serving as Superintendent, Mr. Offield served as Assistant Superintendent, Principal, and classroom teacher during his eight years with Brookside Charter. Prior to joining Brookside Charter, Offield worked for six years in the Odessa School District where he served as Activities/Facilities Director and head wrestling coach. He was also with the North Kansas City School District for five years where he taught Business Education and was the head wrestling

coach. He is certified at the building and district level and has BSE in Business Education, MA Administration, and EDS in Educational Administration.

Mr. Offield serves as a trustee on the Kansas City Public School Retirement Board.

***Emily Twyman***, Principal, Brookside Charter Elementary School

Emily Twyman started her career in education as a Kansas City Teaching Fellow. She made a two-year commitment to the Kansas City, Missouri School District and stayed for four years teaching third grade. In 2006, Emily transitioned to Brookside Charter school as a third year teacher and stayed in that position for six years. In 2012, Emily became the Assistant Principal of Brookside Charter Elementary School. This is Emily's first year as Principal of Brookside Charter Elementary School (PreK-4). Emily has a Masters in Curriculum & Instruction from the University of Missouri--Kansas City and is currently finishing her Education Specialist in Administration.

***Ryan Blake***, Principal, Brookside Charter Middle School

Ryan Blake started his career teaching and coaching in highs schools in Salina Kansas. After moving to Kansas City 2011 Ryan spent two years serving as Children's Program Director for Community Linc Transitional Housing. In 2013 Ryan transitioned back to teaching middle school students at Brookside Charter School. From 2014-2016 he served as Assistant Principal of Student Services at Brookside Charter School. In 2017 Ryan transitioned to his current position as Middle School Principal. He holds a bachelor's degree in Secondary Education from Kansas State University and a masters degree in Educational Administration (PK-12).

FILED AND CERTIFICATE OF INCORPORATION ISSUED

JUN 03 1999

Rebecca McDowell Cook
SECRETARY OF STATE

**STATE OF MISSOURI**
**Secretary of State**
**P.O. Box 778, Jefferson City, MO 65102**
**Corporation Division**

## ARTICLES OF INCORPORATION OF A NONPROFIT CORPORATION

(To be submitted in duplicate with a filing fee of $25)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Nonprofit Corporation Act of Missouri adopt the following Articles of Incorporation:

(1) The name of the corporation is BSDS, Inc..

(2) This corporation is a Public Benefit Corporation.

(3) The period of duration of the corporation is perpetual.

(4) The name and address of the Registered Agent and Registered Office in Missouri is: Seigfreid, Bingham, Levy, Selzer & Gee, P.C., 2800 Commerce Tower, 911 Main Street, Kansas City, Missouri 64105.

(5) The name and address of the incorporator is Mark H. Gilgus, 2800 Commerce Tower, 911 Main Street, Kansas City, Missouri 64105.

(6) The corporation does not have members, but it has a self perpetuating Board of Directors.

(7) The Board of Directors of the corporation has the power and authority to supervise, control, direct and manage the property, affairs and activities of the corporation. The bylaws will fix the number of Directors, but the number must not be fewer than three. The bylaws will establish the manner of electing or appointing Directors and their respective terms.

(8) The purposes for which the corporation is organized are to operate exclusively for religious, charitable, scientific, literary, and educational purposes, by engaging directly in the support of these purposes, or by making distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (including any amendments that may be made from time to time) (hereinafter the "Code") for use by these organizations in support of these purposes; and, except as herein restricted, to engage in any and all lawful activities incident to, and in furtherance of, the foregoing purposes, including, without limitation, the following: To operate elementary schools and preschools and to engage in any other lawful act or activity for which corporations may be organized under the laws of Missouri.

(9) The corporation has all the powers conferred upon nonprofit corporations by the Nonprofit Corporation Act of the State of Missouri (as it now exists and as it may be amended), except that the corporation may not have or exercise any power, or engage directly or indirectly in any activity, that could invalidate its status as a corporation which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code or as a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

(10) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Board of Directors or officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make

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payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation.

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

(12) The corporation shall not operate for the purpose of carrying on a trade or business for profit.

(13) Upon the dissolution of the corporation, the Board of Directors of the corporation shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing them exclusively for religious, charitable, scientific, literary, or educational purposes, either by direct distribution or by distribution to one or more organizations qualified under section 501(c)(3) of the Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court in the county in the State of Missouri in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for the purposes set forth herein.

(14) The effective date of this document is the date it is filed with the Secretary of State of Missouri.

In affirmation of the facts stated above, I have hereunto subscribed my name as of the 2nd day of June, 1999.

Signed by Incorporator: Mark H. Gilgus

Mark H. Gilgus, Incorporator

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

I, the undersigned, a Notary Public, do hereby certify that on the 2nd day of June, 1999, Mark H. Gilgus personally appeared before me and being first duly sworn by me severally acknowledged that he signed as his free act and deed the foregoing document in the respective capacity therein set forth and declared that the statements therein contained are true, to his best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

CHRISTINE M. ESLINGER
Notary Public - Notary Seal
State of Missouri
County of Jackson
My Commission Expires 09/16/2002

NOTARIAL SEAL

Christine M. Eslinger
Notary Public

My commission expires: 9/16/2002

FILED AND CERTIFICATE OF INCORPORATION ISSUED

JUN 03 1999

Rebecca McDowell Cook
SECRETARY OF STATE



204125v1

No. N00061573

# STATE OF MISSOURI

**Rebecca McDowell Cook**
**Secretary of State**

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

MISSOURI NONPROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF

BSDS, INC.

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE REQUIREMENTS OF MISSOURI NONPROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 3RD DAY OF JUNE, 1999.

Rebecca McDowell Cook
**Secretary of State**

$25.00

S.O.S. #30

**State of Missouri**
**John R. Ashcroft, Secretary of State**
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

X001306684
Date Filed: 12/7/2017
Expiration Date: 12/7/2022
John R. Ashcroft
Missouri Secretary of State

# Registration of Fictitious Name

*(Submit with filing fee of $7.00)*
*(Must be typed or printed)*

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

**Please check one box:**

☒ New Registration ☐ Renewal _____ *Charter number* ☐ Amendment _____ *Charter number* ☐ Correction _____ *Charter number*

**The undersigned is doing business under the following name and at the following address:**

Business name to be registered: Brookside Charter School

Business Address: 1815 East 63 Street
*(PO Box may only be used in addition to a physical street address)*

City, State and Zip Code: Kansas City, MO 64130

**Owner Information:**

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

| Name of Owners, Individual or Business Entity | Charter # Required If Business Entity | Street and Number | City and State | Zip Code | If Listed, Percentage of Ownership Must Equal 100% |
|---|---|---|---|---|---|
| BSDS, INC. | N00061573 | 1815 East 63 Street | Kansas City, MO | 64130 | 100.00 |

**All owners must affirm by signing below**

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

| BSDS, INC. - Roger Offield | BSDS, INC. - ROGER OFFIELD | 12/07/2017 |
|---|---|---|
| *Owner's Signature or Authorized Signature of Business Entity* | *Printed Name* | *Date* |

Name and address to return filed document:

Name: Michael J Mills

Address: Email: michael.mills@kleinbussell.com

City, State, and Zip Code: _____

Corp. 56 (09/2010)

BYLAWS

FOR BSDS, INC. d/b/a Brookside Charter School

(A Missouri Public Benefit Corporation)

ARTICLE I

Purposes and Policy

Section 1. Purpose. The primary purpose of the corporation is to operate Prekindergarten Schools, Elementary Schools, and Middle Schools. The corporation will have the primary function of presenting formal instruction, maintaining a regular faculty and curriculum, and having a regularly-enrolled body of students in attendance at places where its education activities are regularly conducted.

Section 2. Non-Discrimination Policy. The schools operated by the corporation will not discriminate or in any way prefer any student over another student based on race, religion, color, gender, national origin, ethnicity, disability, sexual orientation, perceived sexual orientation, socioeconomic status, proficiency in English, or athletic ability.

ARTICLE II

Offices and Records

Section 1. Offices.

Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the corporation in the State of Missouri (hereinafter referred to as "State") shall be such as shall be determined from time to time by the Board of Directors and on file in that appropriate office of the State pursuant to applicable provisions of law. Unless otherwise permitted by law, the address of the registered office of the corporation and the address of the business office of the registered agent shall be identical.

Corporate Offices. The corporation may have such corporate offices anywhere within or without the State as the Board of Directors from time to time may determine or the business of the corporation may require. The principal office of the corporation may be fixed and so designated from time to time by the Board of Directors, but the location or residence of the corporation in the State shall be deemed for all purposes to be in the county in which its registered office in the State is maintained.

Section 2. Records.

Maintenance of Records at Principal Office. The corporation shall keep at its principal office original or duplicate books in which shall be recorded the names and addresses of its Directors and officers; minutes of all Board meetings and committee meetings; a record of all Board action taken without a meetings; appropriate accounting and financial records (including statements of income and expense); copies of the Articles of Incorporation; these Bylaws and all

amendments to each document currently in effect; all written communications to the Directors; the most recent annual report delivered to the Secretary of State; and any other records of information as may from time to time be required by law.

Inspection of Records by Third Parties. To the extent a Director or recipient or beneficiary of the services or activities of the corporation is entitled under law to inspect and/or copy the books and records of the corporation, such person may do so only during the usual and customary hours of business and in such a manner as will not unduly interfere with the regular conduct of the business of the corporation. Such person may delegate the right of inspection to an attorney or other agent on the condition, to be enforced at the option of the corporation, that such person and such attorney or other agent agree with the corporation to furnish the corporation promptly a true and correct copy of each report with respect to such inspection.

ARTICLE III

Members

The corporation shall have no members but shall be governed by a self-perpetuating Board of Directors.

ARTICLE IV

Board of Directors

Section 1. Composition of Board. The Board of Directors shall consist of those persons serving as Directors when these Bylaws are adopted. Directors shall serve two-year terms. Despite the expiration of a Director's term, however, the Director shall continue to serve until the Director's successor is elected, designated or appointed and qualifies, or until there is a decrease in the number of Directors. The Board may increase or decrease in the number of Directors at any time, but in no case shall it decrease the number of Directors to fewer than five. The Board shall include one Director that is the parent of a currently-enrolled student of the school.

Section 2. Elections of Successors. Each year at the annual meeting, the remaining Board of Directors whose terms have not expired shall elect new Directors to replace the Directors whose terms have expired. Directors may be reelected for unlimited successive two-year terms.

Section 3. Power of the Board. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, all corporate powers shall be exercised by or under the authority of, and the affairs of the corporation managed under the supervision of, the Board of Directors. The corporate powers include the power to do all things necessary or convenient to carry out the corporation's affairs.

Section 4. Conflict of Interest Transactions. A conflict of interest transaction is a transaction in which a member of the Board of Directors has a material interest. If such a transaction is being contemplated, Board Members must disclose any material interest.

A conflict of interest transaction is not voidable if the transaction is not unfair to the corporation at the time it is entered into or is approved:

a) In advance by the Board of Directors or a committee of the Board if:

(1) The material facts of the transaction and the Director's interest are disclosed or known to the Board or committee of the Board; and

(2) The Directors approving the transaction in good faith reasonably believe that the transaction is in the best interest of the corporation and for its own benefit and is fair and reasonable to the corporation and, after exercising due diligence, the Directors determine that the corporation cannot obtain a more advantageous transaction under the circumstances; or

b) Before or after it is consummated by obtaining the approval of the:

(1) Attorney General; or

(2) The circuit court in an action in which the Attorney General is joined as a party.

For the purposes of the above paragraph (a), the conflict of interest transaction is approved if it receives the affirmatives vote of a majority of the Directors on the Board, or on the committee, who have no direct or indirect material interest in the transaction, but a transaction may not be approved by a single Director. If a majority of the Directors on the Board who have no direct or indirect material interest in the transaction vote to approve the transaction, a quorum is deemed present for the purpose of the vote and action taken under this paragraph. While it is desirable that a Director with a material interest not be present for the discussion or vote regarding the transaction, the presence of or vote cast by a Director with a material interest in the transaction does not affect the validity of any vote or action taken under this paragraph if the transaction is otherwise approved as provided in this paragraph.

If the transaction is approved under paragraph (a), the minutes of the meeting shall reflect the names of the persons who disclosed material interests; the nature of the material interests and whether the Board determined there was a conflict; the names of the persons present for discussion and votes relating to the transactions; the content of the discussion, including any alternatives to the proposed transaction; and a roll call of the vote.

For the purposes of this section, a person has a "material interest" if the person has, directly or indirectly, through business, investment, or family:

i) An ownership or investment interest in an entity with which the corperation has a transaction or arrangement;

ii) A compensation arrangement with the corporation or with an entity or individual with which the corporation has a transaction or arrangement; or

iii) A potential ownership or investment interest in, or compensation arrangement with, an entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration and gifts for favors, which are substantial in nature.

Section 5. Meetings and Notice.

Annual Meetings. The annual meeting of the Board of Directors shall be held each year on such date, within 60 days before or 60 days after the close of the fiscal year of the corporation, as shall be fixed by the President of the Board, the Superintendent, or the Board of Directors, when the Directors shall elect Directors and officers and transact such other business as may properly be brought before the meeting. The place of the annual meeting may be within or without the State.

Regular Meetings. Regular meetings of the Board of Directors may be held at regular intervals and at such times and places within or without the State as may from time to time be fixed by resolution adopted by the Board of Directors. Any business may be transacted at a regular meeting.

Special Meetings. The President of the Board, the Superintendent, or any two Directors may call special meetings of the Board of Directors at any time. The place may be within or without the State as designated in the notice.

Notice. Notice of the time, date, and place of each Board meeting, as well the tentative agenda, will be posted outside the Front Office and delivered to each Director at least 24 hours in advance of the meeting (exclusive of holidays and weekends) or otherwise in accordance with applicable law. If notice is via email, such notice shall be deemed to be delivered when the same is transmitted to the recipient. Notice of a meeting may be given by a person or person having authority to call a meeting.

Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors of the corporation may participate in a regular orspecial meeting of such Board by any means of communication whereby all persons participating in the meeting can simultaneously hear each other, and participation in a meeting in such manner constitutes presence in person at such meeting.

Section 6. Quorum and Voting. Except as otherwise proved by these Bylaws, the Articles of Incorporation, or by any law, a majority of the Board of Directors in office immediately before a meeting begins constitutes a quorum. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board unless these Bylaws, the Articles of Incorporation, or any law require the vote of a greater number of Directors.

Section 7. Adjournment. If less than a quorum of Directors is present at any meeting, a majority of the Directors present may adjourn the meeting to another time.

Section 8. Vacancies. If a Director is unable to complete his/her term, the Board of Directors shall fill the vacancy by electing a successor to complete the term. If the Directors remaining in office constitute less than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

Section 9. Resignation and Removal.

Removal without Cause by the Board of Directors. Any Director may be removed without cause by the vote of two-thirds of the Directors then in office. Notice of such removal shall be given immediately to any Director who is removed. The notice of removal shall be given by certified mail to the removed Director's last known business address.

Resignation. Any Director may resign effective upon giving written notice to the President of the Board, the Superintendent, or the Board itself, unless the notice specifies a later time for the effectiveness of such resignation, in which case such resignation shall be effective at the time specified.

Reduction of Authorized Number of Directors. No reduction of the authorized number of directors shall have the effect of removing any Director before the Director's term of office expires.

Section 10. Compensation of Directors. Directors shall receive no compensation for the performance of their duties except for reimbursement of expenses as authorized from time to time by the Board of Directors.

Section 11. Advisory Council. The Board of Directors may appoint an Advisory council consisting of individuals who take an interest in the corporation's affairs.

Section 12. Committees. The Board of Directors may create such standing or special committees of two or more Directors as it deems desirable and may delegate to it such Board powers, duties and responsibilities, not inconsistent with law or these Bylaws, as may be stated in the resolution creating the committee. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. All provisions of these Bylaws relating to meetings, actions without meeting, notice, waiver of notice, and quorum and voting requirements shall apply to such committees and committee members.

Section 13. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Directors and/or Officers of the corporation and the Chairperson of the Board shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the corporation shall be served by such removal.

ARTICLE V

Officers

Section 1. Officers and Agents.

Officers and Who Shall Constitute. The officers of the corporation shall include a President, Vice-President, a Superintendent, a Secretary, and a Treasurer. The Board shall elect or appoint these officers and, if it desires, additional officers, such as one or more assistant Secretaries, and one or more assistant Treasurers, at its first meeting and at each annual meeting of the Board. The Board may, if it desires, further identify or describe any one or more of such officers. Except for the President of the Board, the officers of the corporation need not be Directors.

An officer shall be deemed qualified when the officer enters upon the duties of the office to which elected or appointed and furnish any bond required by the Board.

Term of Office. Unless otherwise stated upon election, an officer of the corporation shall serve until the next annual meeting of the Board following the officer's election, or until the officer's death, resignation or removal, whichever first occurs. Despite the expiration of an officer's term, however, unless the Board states otherwise, the officer shall continue in office until the respective successor has been elected.

Other Agents. The Board from time to time may also appoint such other agents for the corporation as it shall deem necessary or advisable, each or whom shall have such titles and powers and perform such duties as shall be determined from time to time by the Board or by an officer empowered by the Board to make such determinations.

Section 2. Removal and Resignation.

Removal. Any officer or agent elected or appointed by the Board of Directors, and any employee, may be removed or discharged by the Board at any time with or without cause, but such removal or discharge shall be without prejudice to the contract rights, if any, of the person so removed.

Resignations. Subject to the rights, if any, of the corporation under such a contract of employment, any officer may resign as an officer at any time by giving written notice to the corporation. Unless otherwise specified therein, any such resignation shall take effect at the date of the receipt of such notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to render it effective. The terms of the officer's contract of employment, if any, govern the rights and obligations of the officer and corporation with respect to such officer's resignation from employment.

Section 3. Declaration of Authority to Hire, Discharge, and Designate Duties. The Board from time to time may delegate to the Superintendent, or other officer or executive employee of the corporation, authority to hire, discharge, and fix and modify the duties, salary, or other compensation of employees of the corporation under his/her jurisdiction, and the Board may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the corporation the service of attorneys, accountants, and other experts.

Section 4. The President of the Board. Except as otherwise provided for in these Bylaws, the President of the Board shall preside at all meetings of the Directors at which the President of the Board may be present and shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws. The Board of Directors may delegate such other authority and assign such additional duties to the President of the Board, other than those conferred by law exclusively upon the Superintendent, as it may from times to time determine.

Section 5. The Superintendent. Unless the Board otherwise provides, the Superintendent shall be the chief executive officer of the corporation with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation and shall carry into effect all directions and resolutions of the Board.

The Superintendent may execute all bonds, notes, debentures, mortgages, and other contacts, and all other instruments for and in the name of the corporation.

The Superintendent shall, unless the Board otherwise proxies, be ex officio a member of all standing committees.

The Superintendent shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

Section 6. Vice Presidents. The Vice Presidents in the order of their seniority, as determined by the Board, shall, in the absence, disability, or inability to act of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 7. The Secretary and Assistant Secretaries. The Secretary shall attend all sessions of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the corporation to be kept for that purpose. The Secretary shall perform like duties for the executive and other standing committees when requested by the Board or any such committee to do so.

The Secretary shall see that all books, records, lists and information, or duplicates required to be maintained at all registered or other office of the corporation in the States, or elsewhere, are so maintained.

The Secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in these Bylaws of from time to time by the Board of Directors of the chief executive officer of the corporation.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

Any Assistant Secretary, in the absence, disability or inability to act of the Secretary, may perform the duties and exercise the powers of the Secretary, and shall perform such other duties and have such other authority as the Board of Directors may from time to time prescribe.

Section 8. The Treasurer and Assistant Treasurers. The Treasurer shall have responsibility for the safekeeping of the funds and securities of the corporation, shall keep or cause to be kept full and accurate accounts of receipts and all disbursements in books belonging to the corporation and shall keep, or cause to be kept, all other books of account and accounting records of the corporation. The Treasurer shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors or by any officer of the corporation to whom such authority has been granted by the Board of Directors.

The Treasurer shall disburse, or permit to be disbursed, the funds of the corporation as may be ordered, or authorized generally, by the Board and shall render to the chief executive officer of the corporation and the Directors, whenever they may require it, an account of all the Treasurer's transactions and those under the Treasurer's jurisdiction, and of the financial condition of the corporation.

The Treasurer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

The Treasurer shall have the general duties, powers, and responsibilities of a treasurer of a corporation and shall, unless otherwise provided by the Board, be the chief financial and accounting officer of the corporation.

If required by the Board, the Treasurer shall give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the office, and for the restoration to the corporation, in the case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or control which belong to the corporation.

Any Assistant Treasurer, in the absence, disability, or inability to act of the Treasurer, may perform the duties and exercise the powers of the Treasurer, and shall perform such other duties and have such other authority as the Board of Directors may from time to time prescribe.

Section. 9. Duties of Officer May be Delegated. If any officer of the corporation be absent or unable to act, of for any other reason that the Board may deem sufficient, the Board may delegate for this time being some or all of the functions, duties, powers, and responsibilities of any officer to any other officer, or to any other agent or employee of the corporation or other responsible party.

ARTICLE VI

Indemnification.

Section 1. General Indemnity. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in right of the corporation, by reason of the fact that he is or was a director, officer, or executive employee of the corporation, or is or was serving at the request of the corporation as a director,

officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by settlement or upon a plea of nolo contendere or its equivalent, shall not, in itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or preceding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Mandatory Indemnification of Expenses. To the extent that a Director, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suits, or proceeding referred to in Section 1 of this Article, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses, including attorneys' fees actually and reasonably incurred in connection with the action, suit, or proceeding.

Section 3. Board Determination. Any indemnification under Section 1 of this Article, unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because he has met all applicable standards of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 4. Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors in the specific case, subject to reimbursement by the director, officer, employee, or agent if it ultimately is determined that he is not entitled to be indemnified by the corporation as authorized in this section.

Section 5. Nonexclusive Right. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any provision of law, the Articles of Incorporation or Bylaws or any agreements, vote of disinterested Directors or otherwise, both as to action in his official capacity and as to while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. The corporation may give any further indemnification to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, except that no such indemnity shall indemnify any person from or on account of such person's conduct which is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

Section 6. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under provision of this section.

Section 7. Definitions.

Executive Employee. For purposes of this section, the term "executive employee" shall include only those employees designated as such by the Board of Directors.

Corporation. For the purposes of this section, references to "the corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee, or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

Other Definitions. For purpose of this section, the term "other enterprise" shall include employee benefit plans," the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan and the term "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent of the corporation with respect to an employee benefit plan, its participants, or beneficiaries, and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of any employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the corporation" as referred to in this section.

ARTICLE VII

GENERAL

Section 1. Checks. All Checks and similar instruments for the payment of money shall be signed by such officer or officers or such other person or person as the Board of Directors may from time to time designate.

Section 2. Fiscal Year. The Board of Directors shall have power to fix and, from time to time, change the fiscal year of the corporation. In the absence of action by the Board of Directors, however, the fiscal year of the corporation shall end each year on the date which the corporation treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

Section 3.

Amendments. The Board of Directors may adopt one or more amendments to these Bylaws. The corporation shall provide notice of any meeting of Directors at which an amendment is to be approved. The notice shall be in accordance with Article IV, Section 5 above.

Notice. The notice must also state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the Bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by a majority of the Directors in office at the time.

Section 4. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Missouri Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the forgoing, the masculine gender includes the feminine, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

***Adopted November 20, 2017***

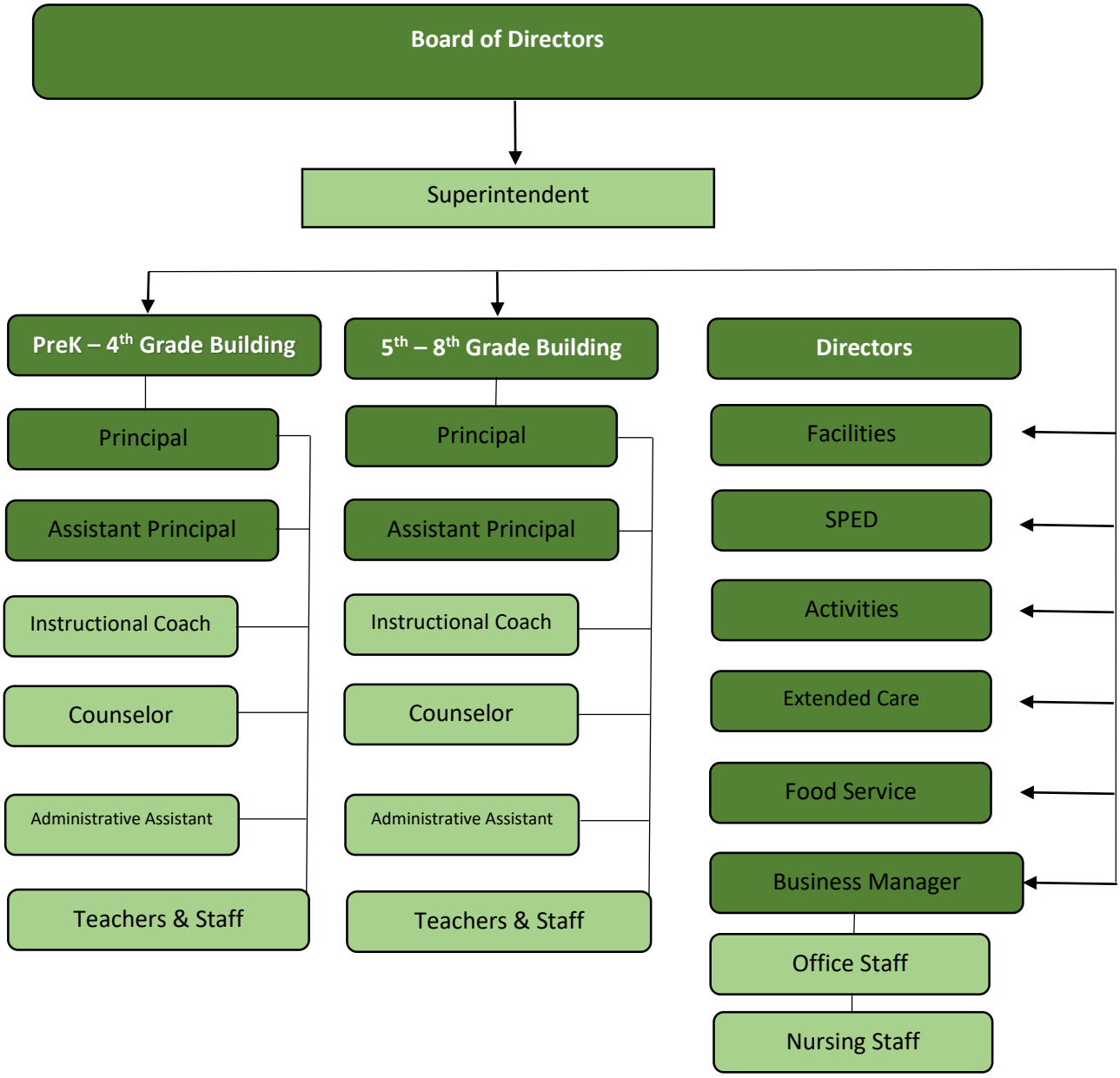
## PARTNERSHIPS

University of Missouri – Kansas City
UMKC School of Education's Institute for Urban Education
UMKC Regional Professional Development Center (RPDC)
Missouri Charter Public School Association
Kansas City Public School Retirement System (KCPSRS)
The Leader in Me
Teach For America – Kansas City
Kansas City Teacher Residency (KCTR)
The Literacy Lab KC
EDOPS
Network for Educator Effectiveness (NEE)
Catapult Learning
PULSE Parent United in Leader our School in Excellence
Alpha Omega
Stacy Company
Valeria G Tucker
Kauffman Foundation
Sherman Family Foundation
Connecting for Good
Newhouse Domestic Violence Shelter
Southtowne Council
K12ITC
Willie Reed #No Excuses Foundation
Girl on the Run
National Academy of Advanced Teacher Education (NAATE)
Project Lead The Way (PLTW)
Scrapps KC
Scripps
National Jr. Honor Society
National Jr. Art Honor Society
Gamma Girls
Kansas City Public Lib

# BROOKSIDE CHARTER SCHOOL

**2017-2018**

## ORGANIZATIONAL CHART



# BROOKSIDE CHARTER SCHOOL

**Enter to Learn, Exit to Lead**

**FINANCIAL PLAN**

*Operational excellence in support of student achievement*

# Renewal Finance Review Summary Report

## Overview

Since July 2017, EdOps has provided business management services for Brookside Charter School. Currently, we provide similar services to over 50 schools in Missouri and Washington D.C. Previously, we have worked with UMKC on charter renewal finance reviews. Though we have a direct relationship with Brookside Charter, we conducted a similar financial review for them on behalf of UMKC as we have done in the past. To conduct the review, we gathered the following documents, and have submitted to UMKC for their internal files.

- 2013-2016 Financial Audits
- 2016-2017 ASBR

## Finance Review

To conduct the review, EdOps utilized the charter school financial rubric provided by UMKC for analyzing Brookside Charter's financial data over the past four years. Using inputs from audits and budgets vs. actuals, EdOps analyzed the degree to which Brookside Charter met fifteen financial standards indicative of financial health. Please see Exhibit A for the rubric, data, and analysis. Standards that were/met exceeded are indicated with a green marker next to the data. While cash flow has declined over the past few years as a result of using reserves to invest in facility built out and staff salary increases/professional development, *the school enters charter renewal a fund balance over 46% fund balance, and 70 days cash on hand*, two indicators of solid financial health.

| EXHIBIT A: Brookside Charter School Financial Rubric | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **2012-13** | **2013-14** | **2014-15** | **2015-16** | **2016-17** | |
| *Inputs* | | | | | | | |
| Net Income | | 399,898 | 886,498 | 400,089 | (412,695) | (1,112,440) | |
| Revenue | | 5,788,088 | 6,535,359 | 7,465,270 | 7,028,007 | 6,954,732 | |
| Cash and Equivalents-Unrestricted | | 5,405,956 | 3,191,517 | 1,192,317 | 1,728,902 | 1,556,200 | |
| Total Expenditures | | 5,388,190 | 5,648,861 | 7,065,181 | 7,440,702 | 8,067,172 | |
| Depreciation | | 108,633 | 297,821 | 394,785 | 416,055 | | |
| Enrollment (ADA)-Budgeted | | 474 | 555 | 551 | 546 | 538 | |
| Enrollment (ADA)-Actual | | 473 | 546 | 544 | 524 | 535 | |
| Total Assets | | 17,091,915 | 17,018,140 | 17,549,864 | 17,027,352 | 15,611,872 | |
| Total Liabilities | | 11,930,523 | 10,721,059 | 10,852,694 | 10,742,877 | 10,500,767 | |
| Notes Payable | | 10,230,000 | 10,230,000 | 10,230,000 | 10,230,000 | 10,230,000 | |
| Interest Expense | | 186,991 | 366,158 | 60,458 | 52,934 | 9,582 | **Source Documents** |
| Annual Principal | | - | - | - | - | - | |
| Lease Payments | | - | | - | - | | Audit/BVA |
| Lease Payments-Other | | - | 50,139 | 51,024 | 51,024 | 51,024 | Audit/BVA<br>Audit/BVA<br>Audit/BVA |
| Unrestricted Net Assets | | 5,152,253 | 6,297,081 | 6,692,670 | 6,284,475 | | Audit<br>DESE<br>Audit |
| Occupancy Expenses | | 601,926 | 773,715 | 988,672 | 1,115,508 | 1,125,930 | Audit<br>Audit<br>Audit<br>Audit |
| Personnel Expenses | | 2,549,028 | 3,165,834 | 4,025,756 | 4,593,729 | 5,413,859 | Audit<br>Audit<br>Audit<br>Audit |
| | | | | | | | Audit |
| *Calculated Values* | | | | | | | Audit/BVA<br>Audit/BVA |
| Unrestricted Days Cash | Total Expenses/365 | 374 | 218 | 65 | 90 | 70 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Enrollment Variance | Actual Enrollment/Enrollment Projection in Bo | a 0.3% | 1.6% | 1.3% | 4.2% | 0.6% | |
| Total Margin | Net Income/Total Revenue | 6.9% | 13.6% | 5.36% | -5.87% | -16.00% | |
| Aggregated Total Margin | Three-year net income/three-year revenue | 6.9% | 10.4% | 8.52% | 4.16% | -5.25% | |
| Cash Flow-Multi Year | 3 Year Change in Cash | | | (4,213,639) | (1,462,615) | 363,883 | |
| Cash Flow-One Year | Year to Year Change in Cash | | (2,214,439) | (1,999,200) | 536,585 | (172,702) | |
| Fund Balance Percentage | | 12.79% | | | | 47% | DESE |
| Audit Findings (Qualified or Unqualified) | | none | none | none | none | none | |
| Timely Reporting | | yes | yes | yes | yes | yes | |
| Expendable Net Assets | Assets available for use at end of year | 5,152,253 | 6,297,081 | 6,692,670 | 6,284,475 | 6,111,773 | |
| Primary Reserve Ratio | Expendable Net Assets/Total Expenditures | 95.62% | 111.48% | 94.73% | 84.46% | 75.76% | |
| Operating Surplus | Revenue less Expenditures | 399,898 | 886,498 | 400,089 | (412,695) | (1,112,440) | |
| Expenses/ADA | Total Expenditures/Enrollment | 11,396 | 10,338 | 12,989 | 14,192 | 15,079 | |
| Personnel Expense Ratio | Personnel Expenditures/Total Expenditures | 44% | 48% | 54% | 62% | 67% | |
| Occupancy Expense Ratio | Facility Expenditures/Total Expenditures | 10% | 12% | 13% | 15% | 14% | |

**Financial Infrastructure Review**
The finance review also sought to understand the infrastructure, systems, procedures, and processes behind the numbers. To do so, EdOps utilized a rubric containing four categories:

1. Financial Planning and Resources
2. Laws and Regulations
3. Internal Controls
4. Financial Reporting and Oversight

The qualitative analysis was conducted principally through review of the school's financial policies, procurement policies, and board minutes; as well as our experience to date with the board at board meetings.

1) Based on our experience with the school to date, **the school effectively plans for long and short term financial health**. In terms of reviewing monthly financials, there is an internal administrative meeting to look at general ledger detail and grade level budgets. The finance committee also meets monthly to review GL detail and 3-month trends. At each board meeting, the board reviews a finance dashboard, designed to give a high level snapshot of both current financial picture and driving forces behind it. Thus, with three levels of monthly review, the infrastructure is in place to **ensure that expenditures of school funds are closely aligned with the mission and academic goals of the school; and ensure financial responsibility and integrity**.

2) As every audit has been conducted without a material finding, it is safe to conclude that **the school has always aligned financial practices with state and federal laws, charter contracts, regulations, and standard accounting principles**.

3) A key factor in the school engaging EdOps was a commitment **to update strong internal financial controls that help ensure its operational integrity and maximize accuracy**. As such, we have begun implementation of a cloud-based accounts payable process where all records related to all invoices are accessible and archived in perpetuity. The Superintendent approves each payroll before EdOps processes with bank, with a clear record of documentation for any pay period specific additions. All credit card purchases and employee reimbursements are tracked monthly, with invoices and receipts stored for auditor review.

4) As previously mentioned, the school Board reviews financials on a monthly basis. Thus, it is reasonable to conclude that **the school regularly and accurately records and reports financials**. In each letter to management, the auditor has commended the school for providing for a thorough audit. Having now brought EdOps on board, **the school has appropriate financial expertise**.

**5 Year Pro Forma**
Following review of current charter term financials, we worked with school leadership to build out a 5 year pro forma in order to show the viability of building out the school's academic vision over the next five years. From a financial perspective, the Pro Forma shows an increase in fund

balance from 22% to 25% with modest operating surpluses each of the five years. Other highlights include:

- Enrollment growth from FY 18 number of 630 to 739 by FY 22
- Co-teaching model grades k-2 with two teachers per classroom of 30 students
- 15:1 student to teacher ratio in all other grades
- annual investment in technology of 50K
- increased emphasis on both summer school enrollment and attendance

**Summary Analysis**

Based on the analysis conducted, Brookside Charter is in a very solid financial foundation from which to launch into the charter renewal process. In addition to the fund balance and cash hand numbers referenced above, the school has a primary reserve ratio of 80%, and a 5-year plan that adds slightly to current fund balance. **In sum, the school has the financial position and infrastructural to move forward with building out its innovative and well-rounded academic vision**. Moreover, past trends demonstrate the school's ability to keep its plant costs at 15%, so to be able to allocate resources to staffing. With clean audits and staff/leadership continuity, the focus of the school can be squarely on student achievement.

Brookside Charter School 5 Year Pro Forma

| | SY18-19 | SY19-20 | SY20-21 | SY21-22 | SY22-23 |
|---|---|---|---|---|---|
| | Future | Future | Future | Future | Future |
| Students | 683 | 7 31 | 731 | 739 | 739 |
| Revenue | | | | | |
| 5100 — Local Revenue | 1 ,119,755 | 1,240,247 | 1,309,292 | 1,328,817 | 1,352,925 |
| 5300 — State Revenue | 6 ,869,659 | 7,351,511 | 7,351,511 | 7,433,970 | 7,433,970 |
| 5400 — Federal Revenue | 1 ,057,790 | 1,117,151 | 1,120,836 | 1,133,732 | 1,137,686 |
| Total Revenue | 9 ,047,204 | 9,708,909 | 9,781,640 | 9,896,519 | 9,924,581 |
| Operating Expense | | | | | |
| 6100 — Salaries | 4 ,862,292 | 5,260,712 | 5,433,858 | 5,611,449 | 5,793,617 |
| 6200 — Benefits | 1 ,284,261 | 1,364,368 | 1,389,425 | 1,409,777 | 1,436,244 |
| 6300 — Purchased Services | 1 ,627,435 | 1,674,134 | 1,681,264 | 1,701,710 | 1,709,360 |
| 6400 — Supplies and Materials | 6 41,955 | 707,509 | 728,734 | 759,138 | 781,912 |
| 6500 — Debt Service | 4 14,639 | 428,590 | 443,161 | 159,506 | 101,021 |
| Total Operating Expense | 8,830,582 | 9,445,629 | 9,690,098 | 9,660,020 | 9,844,179 |
| Net Operating Income | 2 16,622 | 263,280 | 9 1,541 | 236,499 | 8 0,403 |
| Starting Cash Balance July 1 | 1 ,600,000 | 1,816,622 | 2,079,902 | 2,171,443 | 2,407,942 |
| Ending Cash Balance June 30 | 1,816,622 | 2,079,902 | 2,171,443 | 2,407,942 | 2,488,345 |
| Fund Balance % | 22.4% | 23.9% | 24.4% | 25.5% | 25.5% |

# CERTIFICATE OF COVERAGE

10/26/2017

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

**Covered Entity:**

Midwest Public Risk of Missouri
19400 E Valley View Parkway
Independence, MO 64055

***BSDS, Inc. dba Brookside Charter School***

**Companies affording Coverage:**

A. Midwest Public Risk of Missouri (Property, Liability, WC)
B. Hartford Fire Insurance Company (Property)
C. Governmental Entities Mutual / Munich Re America (Liability)
D. Safety National (Workers' Compensation)
E. CNA Equipment Breakdown

This is to certify that the coverages listed below have been issued to the member named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

| Coverage Type | Policy Number | Effective Date | Expiration Date | Covered Property | Limits |
|---|---|---|---|---|---|
| ☒ **Property** | MPR 165 | 07/01/2017 | 06/30/2018 | ☒ Buildings<br>☒ Personal Property<br>☒ Contents<br>☒ Inland Marine<br>☒ Auto Physical Damage | $400,000,000 |
| ☒ **General Liability**<br>☒ Occurrence<br>☒ Claims Made- PO/EPL | MPR 165 | 07/01/2017 | 06/30/2018 | Each Occurrence<br>Medical Expense<br>Personal/Advertising Injury<br>Member Aggregate | $3,762,789<br>$5,000<br>$3,762,789<br>$6,000,000 |
| ☒ **Auto Liability**<br>☒ Any Auto<br>☒ Owned/Scheduled<br>☒ Hired/Non-Owned | MPR 165 | 07/01/2017 | 06/30/2018 | Combined Single Limit (per occ)<br>Bodily Injury (per person)<br>Bodily Injury (per occ)<br>Property Damage (per occ) | $3,762,789 |
| ☒ **Workers' Compensation** | AGC4049010 | 07/01/2017 | 06/30/2018 | ☒ Statutory Limits<br>☒ Employers' Liability<br>Each Accident<br>Policy Limit | <br><br>$1,000,000<br>$1,000,000 |
| ☒ **Other** | MPR 165 | 07/01/2017 | 06/30/2018 | | |
| ☒ Crime and Employee Fidelity<br>☒ Boiler & Machinery | | | | | $10,000,000 |
| ☒ Cyber Liability | MPR 165 | 07/01/2017 | 06030/2018 | | $2,000,000 |

Description of operations / locations/ vehicles / exclusions added by endorsement / special provisions:

**Certificate Holder:**

Proof of Coverage

**Cancellation:** Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives.

Terry W. Norwood, CEO

# BROOKSIDE CHARTER SCHOOL

**Enter to Learn, Exit to Lead**

**APPENDIX**

BROOKSIDE
CHARTER SCHOOL

# Policies and Manuals
# 2017-18

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BROOKSIDE
CHARTER SCHOOL

# OPERATIONAL POLICIES
# 2017-18

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*These Operational Policies were enacted by Board vote on November 28, 2016. Policies adopted or revised thereafter will contain a notation of their effective dates.*

**Board Policy 1.01**
**Civil Rights, Title IX, Section 504**

The School assures that it will comply with:

(1) Title VI of the Civil Rights Act of 1964 (Title VI), 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 (Age Discrimination Act), 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.

Brookside Charter shall appoint an administrator(s), Assistant Principal of Student Services, to assure compliance with Title VI, Section 504, Title IX, and the Age Discrimination Act.

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

**Board Policy 1.02**
**Official School Year and School Day**

SECTION 1. School Calendar

SECTION 1.1. The Superintendent shall submit for approval by the Board a calendar for the upcoming school year no later than February of each preceding 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 Brookside Charter's policies and applicable regulations of the Missouri State Board of Education.

SECTION 1.2. The Board will annually adopt a school calendar that will provide for a minimum of 174 days and 1,044 hours of pupil attendance.

SECTION 1.3. The Board, upon recommendation by the Superintendent and by an affirmative vote of the Board, has the authority to make changes to the official school calendar.

SECTION 2. School Day and Make-up Days

SECTION 2.1. 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 Superintendent and approved by the Board.

SECTION 2.2. If Brookside Charter is dismissed due to inclement weather after school has been in session for three or more hours, that day shall count as a full day. When the total hours lost due to inclement weather exceed the number of days built into the calendar, the shortfall will be made up in half- or full-day additions at the end of the school term.

SECTION 2.3. Brookside Charter shall be required to make up the first six (6) school days lost or canceled in excess of the days built in to the calendar due to inclement weather and half the number of days lost or canceled in excess of six days. For purposes of this Policy, "inclement weather" shall mean ice, snow, extreme cold, flooding, or a tornado.

SECTION 3. Fiscal Year

SECTION 3.1. The fiscal year for the School shall be July 1 – June 30.

**Board Policy 1.03**
**School Annual Report**

School officials will submit to the Missouri Department of Elementary and Secondary Education all data and reports 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 Brookside Charter patrons, and to each member of the General Assembly representing a legislative LEA that contains a portion of Brookside Charter's attendance area.

**Board Policy 1.04**
**Public Inspection**

As required by MO. REV. STAT. § 160.410, Brookside Charter 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 MO. REV. STAT. § 160.522; and

(3) The results of background checks on the School's Board members.

**Board Policy 1.05**
**Title I**

SECTION 1. Parent Involvement

SECTION 1.1. The Board recognizes the importance of parental involvement with the Title I program and will provide a variety of opportunities for parents to be involved in policy design and in the planning, implementation, and review of Title I programs.

SECTION 2. Reporting Requirements

SECTION 2.1. Pursuant to the provisions of the No Child Left Behind Act of 2001, Brookside Charter will submit its Federal Title I LEA Plan, describing Brookside Charter's Title I services.

**Board Policy 1.06**
**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.

Brookside Charter'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 of the Rehabilitation Act of 1973, and MO. REV. STAT. §§ 162.670 - .995, 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.

**Board Policy 1.07**
**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.

**Board Policy 1.08**
**Student Educational Records**

SECTION 1. Brookside Charter will comply with the mandates of the Family Educational Rights and Privacy Act and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

SECTION 2. The parents/guardians of students who are attending or have attended Brookside Charter 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. Brookside Charter has adopted procedures for the granting of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

SECTION 3. All information contained in a student's educational record, except information designated as directory information by Brookside Charter, 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. "Directory information" is defined as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information could include information such as the student's name, address, e-mail address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended, photograph, grade level, and enrollment status (full-time or part-time). Any request for information fitting into this category should be directed to the Superintendent or his/her designee.

SECTION 4. Upon request by military recruiters or an institution of higher learning, Brookside Charter will provide students' names, addresses and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent. Military recruiters will be provided the same access to students as is given to institutions of higher learning.

**Board Policy 1.09**
**Health Information Records**

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

**Board Policy 1.10**
**School Safety Plan and Emergency Closing Procedures**

SECTION 1. School Safety Plan

SECTION 1.1. Brookside Charter will cooperate fully with local emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters.

SECTION 2. Emergency Suspension of School Operations or Activities

SECTION 2.1. The Board authorizes the Superintendent to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

SECTION 2.2. The Superintendent 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 Family Handbook and Employee Manual.

SECTION 2.3. Brookside Charter 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 Superintendent shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

SECTION 2.4. At the Superintendent'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 Superintendent will communicate with students and parents in a timely manner regarding the cancellation of these activities.

**Board Policy 1.11**
**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 Superintendent or School Nurse 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; or

(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 Brookside Charter 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.

Brookside Charter 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 Superintendent.

**Board Policy 1.12**
**Medication Administration**

SECTION 1. General Policy Provisions

SECTION 1.1. The School Nurse may provide assistance with dispensing medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

SECTION 1.1.1. Prescription drugs must be in the original container, bear the name of the student, the name of the physician, and the name of the pharmacy filing the prescription. Over-the-counter drugs must be maintained in the original container, as well.

SECTION 1.1.2. A parent or guardian must complete and sign a medication dispensing form. Brookside Charter School staff does not administer *any* medications or other health-related products (e.g., prescription medication, over-the-counter medication, lotion, lip balm, antiseptics, cough drops) without the *written* permission of the child's parent/guardian.

SECTION 1.1.3. The School Nurse (or other designated employee in the event the School Nurse is unavailable) shall document any medication taken by a student and maintain the written report in the School Nurse's office.

SECTION 2. Medication Administration Practices

SECTION 2.1. The Brookside Charter School Nurse is the only Brookside Charter School staff authorized to dispense medications or other health-related products. Medications will be stored in a secured cabinet or refrigerator in the School Nurse's Office.

SECTION 2.2. Brookside Charter reserves the right to refuse to administer certain types of medication (at the discretion of the School Nurse or the Superintendent) when such administration could prove harmful to staff or student without proper training or direction of a doctor. In that instance, parents/guardians will be notified.

SECTION 2.2. Self-managed administration of medication (e.g., inhalers/nebulizers, blood glucose/insulin, EpiPens) is permitted so long as the following requirements of state law are satisfied: (1) student has his/her parent/guardian's written permission; (2) student has demonstrated to his/her physician and the School Nurse the skill level necessary to use the medication and any device necessary for prescribed administration; (3) student's physician has approved and signed a written treatment plan that includes a statement permitting student self-administration; (4) the parent/guardian has submitted to the School any required written documentation; and (5) the parent/guardian has signed a statement acknowledging that the School and its employees or agents shall incur no liability as a result of any injury arising from the student's self-administration or the administration by School staff.

SECTION 2.3. Students must self-administer their medications in the presence of Brookside Charter School staff.

SECTION 2.4. Parents/guardians must pick up excess or unused medications from the School Nurse's Office. Medications may only be transported by a parent/guardian.

SECTION 3. Emergency Medication Administration

SECTION 3.1. Students' personal emergency medications such as an epinephrine auto

injector (Epi-Pen) must accompany the student on all scheduled field trips. This includes only those emergency medications that the Missouri State Board of Nursing has deemed allowable to delegate its administration by a non-health provider such as a teacher. The parent/guardian is responsible for providing emergency medications to Brookside Charter School. If the emergency medication has not been provided or is expired, the student may not attend the field trip.

SECTION 4. Allergy Prevention and Response

SECTION 4.1. Brookside Charter School will attempt to identify students with life-threatening allergies, including food allergies. At enrollment, the person enrolling the student will be asked to provide information on any allergies the student may have.

SECTION 4.2. Information about individual students with allergies will be provided to staff members and others who need to know the information to provide a safe learning environment for the student. Information about individual students with allergies will be shared with students and others who do not have a legitimate educational interest in the information only to the extent authorized by the parent/guardian or as otherwise permitted by law, including the Family Educational Rights and Privacy Act.

SECTION 4.3. Response to an allergic reaction shall be in accordance with established procedures, including application of the student's 504 Plan or IHP/EAP. In the event of anaphylaxis (a life-threatening allergic reaction that may be triggered by a food allergy, insect bite, or drug allergy), an Epi-Pen will be used by school personnel and 911 will be notified. The School Nurse shall maintain an adequate supply of Epi-Pens to be administered in accordance with this policy. This stock epinephrine is available for students with no prior diagnosis of anaphylaxis or in cases of known anaphylaxis where personal medication on hand is identified as flawed.

**Board Policy 1.13**
**Immunizations**

SECTION 1. Immunization Program.

SECTION 1.1. All students attending Brookside Charter must comply with state law mandating immunization against specific diseases except upon written parental notice of religious or medical exemption. Failure to comply with this requirement 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.

SECTION 2. Immunization Records and Reports.

SECTION 2.1. The Superintendent shall institute procedures for the maintenance of health records, which are to show the immunization status of every student enrolled or attending Brookside Charter, and for the completion of all necessary reports in accordance with guidelines prepared by the Department of Social Services-Missouri Division of Health. The School Nurse maintains all student health records, separately from other records.

**Board Policy 1.14**
**Transportation**

Brookside Charter School does not provide transportation. Parent/Families are responsible for student transportation to and from school.

SECTION 1. Pick-up/Drop-off Procedures

SECTION 1.1. Brookside Charter's primary transportation method shall be parent or guardian drop-off and pick-up of students to and from school daily.

SECTION 1.2. To ensure the safety of all students, staff, and visitors, the Superintendent shall establish procedures including, but not limited to: authorization processes for dismissal and pickup, drop off and pick up times, routes, supervision, and load/un-load processes. These procedures shall be published in the Family Handbook each year and updated periodically as needed for efficiency and safety.

SECTION 1.3. Parents, guardians, day-care buses/vans, and other authorized individuals dropping off or picking up students shall comply with all procedures set forth by the Superintendent. The Superintendent is authorized to take measures (including debarment from access to the property) to address habitual non-compliance with Brookside Charter's transportation policy and procedures which infringe upon the safety of students, staff and visitors or which impedes the efficiency of arrival and dismissal processes.

SECTION 2. Field Trips

SECTION 2.1. For field trips and other off-site events where transportation is provided, Brookside Charter shall procure the permission and medical release for students by parents or guardians and shall maintain records in accordance with the approved records retention schedule.

SECTION 2.2. Students shall be required to follow all safety regulations required of passengers riding contracted services vehicles.

SECTION 2.3. Students or children under the age of 18 who are not enrolled at Brookside Charter shall not be permitted to ride in vehicles provided by Brookside Charter.

**Board Policy 1.15**
**Building Maintenance**

Safe and adequate grounds shall be maintained for the educational and recreational programs of children. The Board shall maintain the building(s) and equipment though a continuous program of assessment, repair, reconditioning, and remodeling. The Superintendent, in collaboration with the Facilities Director, shall develop and implement capital improvement projects that ensure proper maintenance of the school in accordance with the approved budget.

The Superintendent and Facilities Director shall manage janitorial and custodial staff in maintaining all school facilities and grounds.

**Board Policy 1.16**
**Student Group Use of Facilities**

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

**Board Policy 1.17**
**Procurement**

Any procurement of goods and services up to $5,000 shall be made by Administrative Office Staff. For purchases up to $1,000, multiple bids may or may not be taken at the discretion of the Superintendent or designee. Purchases greater than $1,000 but less than $5,000 must be approved by the Superintendent or designee and shall require a minimum of two bids, which may be received verbally or in writing.

Any procurement of goods and services exceeding $5,000 shall require the release of a request for proposal and governing board approval.

All purchases shall be in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to, price, quality, availability, timelines, reputation, and prior dealings.

The School shall not purchase any goods or services from any member of the Board, an immediate family member of any member of the Board, or any entity in which any member of the Board or an immediate family member of a Board member may benefit from such a procurement, unless authorized by the Board after a full disclosure of the conflict of interest or any potential conflict of interest and after the consideration set forth in paragraph 1 above.

This policy applies to purchases made using non-federal funds. As a condition of the receipt of certain federal funds, federal procurement requirements still apply.

**Board Policy 1.18**
**Solicitations of Staff and Students**

SECTION 1. Approval of Solicitation

SECTION 1.1. The Board maintains that employees have the right to privacy and shall have the freedom to perform professional duties in an environment uninterrupted by solicitations from colleagues or from outside agencies without approval of the Superintendent. Solicitation within the school must have prior approval of the Superintendent or Principal.

SECTION 1.2. Prior to each school year, the Board shall approve an annual Fundraising Plan.

SECTION 1.3. No fundraising organizations shall be permitted to solicit funds from students or employees without prior approval from the Superintendent. Charitable organizations' solicitations must be approved annually.

SECTION 1.4. Brookside Charter School students will not participate in door-to-door collections.

**Board Policy 1.19**
**Student and Classroom Observations**

SECTION 1. While Brookside Charter 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 Brookside Charter to protect the privacy of all students.

SECTION 2. Requests for observations by an outside educational or clinical professional must be submitted in writing to Superintendent or Principal 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 and any other applicable state or federal laws pertaining to student privacy. In addition, the third party may be required to execute a confidentiality agreement.

SECTION 3. The appropriate school administrator must provide parents of students in the classroom written notice of a third party's desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

SECTION 4. If the outside professional is approved for the observation, all data collected shall be provided to the authorized school administrators.

SECTION 5. Upon request, the Superintendent or Principal 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 administrator an appropriate Release of Confidential Information under the Family Educational Rights and Privacy Act, 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.

**Board Policy 1.20**
**School Attendance**

SECTION 1. The Board shall abide by the compulsory attendance laws of the state, with the exception of those students who may be excused from full-time attendance by the Superintendent. Individual petitions for any deviation from full-time attendance shall be considered by the Superintendent on the merits of the individual student's application and in compliance with state law and regulations.

SECTION 2. Students may attend the School on a part-time basis as provided by state law and regulations of the Board.

SECTION 3. In order to receive maximum benefit from the instructional activities, students are expected to be in school each day. Students and parents must assume responsibility for being punctual and regular in attendance.

SECTION 4. Attendance Standards

SECTION 4.1. Attendance is defined as the student's presence in the school from the start time of school through the dismissal time.

SECTION 4.2. Students who are tardy and/or leave school early will lose attendance time. Excessive absences may result in loss of academic credit, promotion, or advancement to the next grade, and students may be required to attend summer school.

SECTION 4.3. Students are required to maintain at least 90% attendance for each class period.

SECTION 4.4. If a student must be absent from School, the parent/guardian should follow the procedures outlined in the Family Handbook for reporting the absence.

SECTION 4.5. In order to participate in an extracurricular or after-school activity, a student must be in attendance for the entire day on the school day of the activity.

SECTION 4.6. To participate in an extracurricular or after-school activity, students must maintain 90% attendance.

SECTION 4.7. Brookside Charter will adhere to the following steps with regards to excessive student absences:

3 Absences = Written Notification – The Attendance Secretary will send written notification through Registered Mail. If letter is returned, process will move to next step.

5 Absences = Parent Meeting – The Assistant Principal of Discipline will arrange for a parent meeting to discuss attendance concerns. After the third attempt to schedule a meeting, process will move to next step.

7 Absences = Citation Notification Letter – Superintendent will send written notification through Registered Mail. Arrangements will be made to write a citation ordering parent/guardians to appear on the Truancy Docket at 10 a.m. in B Court.

10 Absences = Referral to the Department of Social Services (except for medically-documented extended absences). Students missing ten (10) or more

days in a semester, or five (5) or more consecutive days, may be subject to grade-level retention, dismissal, or other action as determined by the Superintendent and / or Board.

SECTION 4.8. Brookside Charter will adhere to the following steps with regards to excessive Late Drop-Off (i.e., Tardiness):

| | |
|---|---|
| 3 Tardies to School = | Written Notification – The Attendance Secretary will send written notification through Registered Mail. |
| 5 Tardies to School = | Parent Meeting – An Administrator will arrange for a parent meeting to discuss attendance concerns. |
| 7 Tardies to School = | Residency Check – Administration will conduct a random home visit to verify residency, and Parent/guardian will be required to provide updated utility statement. |
| 10 Tardies to School = | Referral to the Department of Social Services and/or truancy court. |

SECTION 4.9. Brookside Charter will adhere to the following steps with regard to excessive Early or Late Pick-Up after school:

| | |
|---|---|
| 3 Late Pick-ups = | Parent Meeting – Our Assistant Principal of Discipline will arrange for a parent meeting to discuss attendance concerns. |
| 5 Late Pick-ups = | Residency Check – Administration will conduct a random home visit to verify residency, and parent/guardian will be required to provide updated utility statement. |
| 7 Late Pick-ups = | Referral to the Department of Social Services and/or truancy court. |

**Board Policy 1.21**
**Accounting for Student Attendance**

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

The Superintendent 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.

**Board Policy 1.22**
**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.

**Board Policy 1.23**
**Course Requirements – Constitution, American History, Missouri Government**

Regular courses of instruction in the Constitution of the United States and of the state of Missouri and in American history and institutions shall be given in all public and private schools in the state of Missouri, except proprietary trade schools – including Brookside Charter School – and shall begin not later than the seventh grade. 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.

**Board Policy 1.24**
**Reading Instruction**

Pursuant to the Missouri Reading Instruction Act (MO. REV. STAT. § 170.014) Brookside Charter School shall have reading programs in kindergarten through grade three based in scientific research. Such programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension, and all new teachers who teach reading in kindergarten through grade three shall receive adequate training in these areas. The program may include "explicit systematic phonics," which, for the purposes of this policy, 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.

**Board Policy 1.25**
**Human Sexuality and Sexually Transmitted Diseases Instruction**

Pursuant to Missouri law (MO. REV. STAT. § 170.015):

SECTION 1. Any course materials and instruction relating to human sexuality and sexually transmitted diseases shall be medically and factually accurate and shall:

(1) Present abstinence from sexual activity as the preferred choice of behavior in relation to all sexual activity for unmarried pupils because it is the only method that is one hundred percent effective in preventing pregnancy, sexually transmitted diseases and the emotional trauma associated with adolescent sexual activity, and advise students that teenage sexual activity places them at a higher risk of dropping out of school because of the consequences of sexually transmitted diseases and unplanned pregnancy;

(2) Stress that sexually transmitted diseases are serious, possible, health hazards of sexual activity. Pupils shall be provided with the latest medical information regarding exposure to human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), human papilloma virus, hepatitis and other sexually transmitted diseases;

(3) Present students with the latest medically factual information regarding both the possible side effects and health benefits of all forms of contraception, including the success and failure rates for the prevention of pregnancy and sexually transmitted diseases; or shall present students with information on contraceptives and pregnancy in a manner consistent with the provisions of the federal abstinence education law, 42 U.S.C. Section 710;

(4) Include a discussion of the possible emotional and psychological consequences of preadolescent and adolescent sexual activity and the consequences of adolescent pregnancy, as well as the advantages of adoption, including the adoption of special needs children, and the processes involved in making an adoption plan;

(5) Teach skills of conflict management, personal responsibility and positive self-esteem through discussion and role-playing at appropriate grade levels to emphasize that the pupil has the power to control personal behavior. Pupils shall be encouraged to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations, such as respect for one's self and others. Pupils shall be taught not to make unwanted physical and verbal sexual advances or otherwise exploit another person. Pupils shall be taught to resist unwanted sexual advances and other negative peer pressure;

(6) Advise pupils of the laws pertaining to their financial responsibility to children born in and out of wedlock and advise pupils of the provisions of chapter 566 pertaining to statutory rape;

(7) Teach pupils about the dangers of sexual predators, including online predators when using electronic communication methods such as the internet, cell phones, text messages, chat rooms, email, and instant messaging programs. Pupils shall be taught how to behave responsibly and remain safe on the internet and the importance of having open communication with responsible adults and reporting any inappropriate situation, activity, or abuse to a responsible adult, and depending on intent and content, to local law enforcement, the Federal Bureau of Investigation, or the National Center for Missing and Exploited Children's CyberTipline; and

(8) Teach pupils about the consequences, both personal and legal, of inappropriate text

messaging, even among friends.

SECTION 2. When providing human sexuality instruction, students may be separated according to gender for instructional purposes.

SECTION 3. Brookside Charter School shall notify the parent or legal guardian of each student enrolled in the School of:

(1) The basic content of the 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 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) Brookside Charter 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.

**Board Policy 1.26**
**Textbooks**

SECTION 1. The term "textbook" means workbooks, manuals, or other books, whether bound or in loose-leaf form, intended for use as a principal source of study material for a given class or group of students, a copy of which is expected to be available for the individual use of each pupil in such class or group.

SECTION 2. Brookside Charter shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through eighth grade, and may purchase textbooks and instructional materials for prekindergarten students.

SECTION 3. Only textbooks filed with the state board of education pursuant to MO. REV. STAT. § 170.061 shall be purchased and loaned under this policy. No textbooks shall be purchased or loaned under this policy to be used in any form of religious instruction or worship.

**Board Policy 1.27**
**Grading and Reporting**

SECTION 1. Grading

SECTION 1.1. The Board shall vest responsibility in the Superintendent or other authorized School official for developing a grading scale which comports with the School's instructional philosophy, curriculum, and state mandates.

SECTION 1.2. Teachers shall use a variety of methods to assess student progress.

SECTION 2. Reporting

SECTION 2.1. A report card will go home midway through the 2nd, 3rd, and 4th academic quarters.

SECTION 2.2. The report card shall provide accurate reporting of student progress against academic and other standards based on qualitative and quantitative evidence collected on classroom work, projects, tests, quizzes, performance based tasks, observations, and other evidence.

SECTION 2.3. Cumulative grades shall be transferred to students' individual permanent school record and report cards and permanent records shall be maintained in the student's files according to the adopted records retention schedule.

SECTION 2.4. Teachers are expected to maintain regular communications with parents by providing timely return of graded classwork and convening informative student conferences.

**Board Policy 1.28**
**School Admissions**

SECTION 1. Brookside Charter School shall enroll only students that reside in the boundaries of the Kansas City Public Schools. Brookside Charter School 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.

SECTION 2. If capacity of Brookside Charter School is insufficient to enroll all students who submit an application during the open enrollment period (third Monday in February through _____), the School will use an admissions process in order to assure all applicants an equal chance of gaining admission.

SECTION 3. Students will not be required to complete any test or measure in order to be admitted to Brookside Charter School. Students new to the School, however, will be enrolled on a probationary basis until grade-level proficiency can be determined. A placement assessment administered by Brookside Charter officials will be used to determine correct grade placement in conjunction with records from the previous school. The result of the evaluation indicates the correct grade placement.

SECTION 4. Registration

SECTION 4.1. Regardless of when mailed, completed applications for Brookside Charter School must be physically present in the Brookside Charter administrative office located at 1815 East 63rd Street, Kansas City MO 64130, on or before _____ on _____. If School is closed on the deadline, all applications must be received in the administrative office by __ on the first business day that the School is open immediately following the deadline. Given these requirements, the School STRONGLY encourages all applicants to HAND-DELIVER their applications to the administrative offices of Brookside Charter School.

SECTION 4.2. All applications must be complete. Regardless of reason, failure to have a completed application package in the office by the determined deadline may constitute a waiver of inclusion in the lottery for the following school year.

SECTION 4.3. In order to complete the registration process, the following must be received by the School: completed enrollment application, which includes a release of records and all required supporting documentation (such as proof of residency, immunizations, etc.). Applications that are timely received but incomplete due to circumstances beyond the control of the applicant may be included in the lottery, at the discretion of the Superintendent with a right of appeal to the Board.

SECTION 4.4. Brookside Charter's admission procedures will be published annually.

SECTION 4.5. A register of all complete and timely applications will be maintained in the office for review by applicants.

SECTION 4.6. Priority for enrollment will be given in the following order in accordance with the approved charter application:

(1) CURRENTLY ENROLLED STUDENTS

(2) SIBLINGS of students currently enrolled on the date of the lottery

(3) OTHERS who are otherwise eligible

SECTION 5. Lottery

SECTION 5.1. When more registrants than seats in a class, grade level, or the School have been received, a lottery shall be held.

SECTION 5.2. The lottery shall be observed and certified by a third-party individual.

SECTION 6. Wait List

SECTION 6.1. Lottery positions and wait list positions will not be secured from year to year. Those offered the opportunity to enroll from the wait list will have [three] days to complete the enrollment process before the opening will be offered to the next student on the wait list.

SECTION 6.2. It is the responsibility of the wait-listed parent or guardian to provide updated contact information including a phone number and address, and email address if possible.

SECTION 6.3. Wait list parents must also provide an emergency contact person in the event they cannot be reached regarding an opening. Failure to provide updated information throughout the school year resulting in an inability to notify the parent of an opening waives the student's placement on the wait list.

SECTION 6.4. A school designee shall contact the next person on the wait list if a slot becomes available. Contact may be made by phone, and if available, by email. Every effort will be made to reach the individual in real time; however, if this is not possible, a message will be left on the phone and/or email.

SECTION 6.5. The parent or guardian will be given seventy-two (72) hours to contact Brookside Charter School with a decision to accept/deny the available seat. If contact or a decision is not made within this time frame, the next student on the wait list will be extended the offer.

SECTION 6.6. Brookside Charter will close its enrollment window on the _____ of the current school year. Applications will only be accepted for families moving <u>into</u> the Kansas City School District boundaries, from other school districts. Families moving <u>within</u> the Kansas City School District boundaries may not apply until the following school year.

**Board Policy 1.29**
**Student Fees**

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

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

Students with outstanding fees or balances will not be allowed to participate in athletics, activities, field trips, or other co-curricular events.

**Board Policy 1.30**
**Field Trips and Enrichment Activities**

SECTION 1. Teachers and the administration jointly plan field trips and enrichment activities based upon relevance to the curriculum. The administration makes the final approval and arrangements for field trips. Field trips/enrichment activities should be carefully planned for timely implementation as part of the instructional, co-curricular, or extracurricular programs of the school.

SECTION 2. Appropriate parental permission forms must be received and kept on file for students to participate in any field trip.

SECTION 3. Only School personnel, students, and approved family members may attend field trips. Students must ride to and from field trips on the bus and not with their parents in cars.

SECTION 4. All volunteers or chaperones for School field trips must comply with the Board-enacted chaperones policy.

**Board Policy 1.31**
**Volunteers and Chaperones**

SECTION 1. Preliminary Requirements

SECTION 1.1. Brookside Charter School encourages and values participation of parents and citizens of the community in volunteering at Brookside Charter, by serving as additional resources to the teachers and students. Before serving as a volunteer or chaperone in any capacity, each individual who may have unsupervised contact with any child must complete the following:

(1) An application for the volunteer position;

(2) A satisfactory criminal records check, with Brookside School bearing the cost of any such records check; AND

(3) A satisfactory child abuse/neglect check in the records maintained by the Missouri Family Care Safety Registry, with Brookside Charter bearing the cost of any such records check.

SECTION 2. Procedures

SECTION 2.1. After any prospective volunteer or chaperone has completed the above requirements, they must abide by the following:

(1) All students must ride in School-provided transportation to, from, and during field trips. At no time will students ride in vehicles without prior written approval from the Brookside Charter superintendent or principal.

(2) Adults observing behavior by students or other adults that violates Brookside Charter policy, or that is otherwise dangerous, harmful, or detrimental to any Brookside student, shall immediately report the incident to a Brookside staff member.

(3) Cell phones may not be used to record or photograph students who are not a chaperone's child without the express prior authorization of the child's parent or guardian. With limited, incidental exceptions, cell phones should be used only for emergency use while supervising children in any School activity.

(4) Chaperones and volunteers should be strategically located on buses and at venues to ensure that students are adequately supervised at all times. Students should never be left unattended.

(5) Chaperones and volunteers may not drink alcoholic beverages, use illegal substances, smoke, use any form of tobacco, or use profanity during the course of any chaperoned activity, while on School property or any field trip venue, or during transportation to or from any field trip venue.

(6) Students should be escorted into and out of all public restrooms, either by a Brookside School staff member or a chaperone.

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

(8) Students should remain with their specific chaperone unless authorized by a Brookside Charter staff member.

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

**Board Policy 1.32**
**Parents and Student Complaints and Grievances**

SECTION 1. The Brookside Charter School Board of Directors and Administration are eager to hear comments, concerns, hopes, and wishes from Brookside's families. Possible methods of communication include:

(1) Meetings with faculty.

(2) Meetings with and/or letters to the Administration.

(3) Parents may schedule meetings collectively or individually. We are eager to inform you regarding the decision-making processes and operations of the school.

(4) Letters to the Board of Directors through the Office.

SECTION 2. Procedures for Petitioning the Board of Directors.

(1) If the issue/concern involves the classroom, the parent/guardian must meet with the child's teacher. If the problem is not resolved, the parent/guardian must contact the building administration.

(2) If the issue/concern involves the daily operation of the school, the parent/guardian must contact the building administration.

(3) If the issue/concern involves school policy (Family Handbook), the parent/guardian must contact the Superintendent.

(4) If the issue/concern isn't resolved after following the chain of comment, the parent/guardian may use the following steps to petition the Board of Directors:

a. Submit a one-page brief of the issue. Briefs to the Board should be sent to Brookside Charter School, Attention: Board of Directors.

b. The Board of Directors will respond. Responses may include:

i. inclusion on the agenda for a Board of Directors' meeting, or

ii. a written reply, or

iii. a referral to the Administration.

**Board Policy 1.33**
**Technology Acceptable Use Policy**

SECTION 1. Technology Privileges

SECTION 1.1. Brookside Charter recognizes that technology, including the Internet, serves educational purposes when used properly. Accordingly, the School provides students with various technology tools and the privilege of using those tools for educational purposes. Access to the School's technology tools, however, is a privilege, not a right, and it can be revoked at the discretion of the School.

SECTION 2. Technology Agreement

SECTION 2.1. A signed "Technology Tools User Agreement" is required for every student at Brookside Charter School who would like access to and use of computer technology while at school. Parents must read and sign the Technology Tools User Agreement. By signing the agreement, parents/guardians understand that their child will be responsible for following the teacher's directions or lose technology resource privileges for the remainder of the school year.

SECTION 3. Use of Technology Tools

SECTION 3.1. Acceptable Use. The School's technology tools are exclusively for educational use consistent with the School's educational objectives and are not intended for any other purpose. Students may not use the School's technology tools for personal use.

SECTION 3.2. Unacceptable Use. The following are unacceptable uses of the School's technology tools:

(1) Any attempt to harm or destroy data of another user or other networks connected to the Internet.

(2) Unauthorized use of school resources for commercial, illegal, or profitmaking enterprises.

(3) Knowingly wasting technology resources.

(4) Physical abuse of the equipment.

(5) Using technology resources in ways that violate school policies and behavior standards.

(6) Degrading or disrupting equipment or system performance.

(7) Installing unauthorized software on school computers, or any violation of copyright established for computer software.

(8) Knowingly uploading or creating computer viruses.

(9) Hacking or gaining unauthorized access to files, resources, or entities.

(10) Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone.

(11) Using another user's account or password.

(12) Posting anonymous messages.

(13) Using the network for commercial or private advertising.

(14) Accessing social media sites, except for those explicitly approved by teachers or the Administration for classroom or educational collaboration.

(15) Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually-oriented, threatening, racially offensive, harassing, or illegal material.

(16) Using the network or technology tools while access privileges are suspended or revoked.

This list of unauthorized uses is not exhaustive and the fact that a particular use is not included should not be construed to authorize the use. Any use of the School's technology tools that is not for an educational purpose consistent with the School's educational objectives is an unacceptable use.

SECTION 4. Privacy and Safety Procedures

SECTION 4.1 Consent. By using Brookside Charter's network and technology resources, all users are consenting to having their electronic communications and all other use monitored by Brookside Charter. To that end, School staff, administrators, and parents all have access to student e-mail and accounts for monitoring purposes. Students have no expectation of privacy on any of the School's technology tools or accounts.

SECTION 4.2. Brookside Staff Monitoring and Access. Electronic communications, downloaded material, and all data stored on Brookside Charter's technology resources, including files deleted from a user's account, may be intercepted, accessed, monitored, or searched by Brookside Charter administrators or their designee(s) at any time in the regular course of business. Such access may include, but is not limited to, verifying that users are complying with Brookside Charter policies and rules and investigating potential misconduct. Any such search, access or interceptions shall comply with all applicable laws. Users are required to return Brookside Charter technology resources, including but not limited to mobile phones, laptops and tablets, to Brookside Charter upon demand.

SECTION 4.3. Safety. The School will take all measures necessary to provide students with the understanding and skills necessary to use the Internet appropriately in ways that meet educational needs and maximize personal safety. There is, however, always the risk that students may encounter material on the Internet that is inappropriate or could potentially harm the student. Due to the uncontrollable nature inherent in the Internet, the School cannot guarantee that students will never gain access through the Internet or computer environment to inappropriate or harmful content. In an effort to prevent any such exposure, the School will comply with the Children's Internet Protection Act (CIPA) by using available filtering software for both the Internet and e-mail.

SECTION 4.4. Parent Monitoring. Parents are responsible for monitoring their children's use of technology tools when students access programs away from school.

Students are responsible for their own behavior at all times.

SECTION 4.5. Student Safety Procedures. Students must comply with the following safety procedures when using Brookside Charter technology tools:

(1) Students may not post their or anyone else's personal information. This includes last names, addresses, phone numbers, e-mail addresses, and credit card numbers or other financial information.

(2) Students must never arrange for a face-to-face meeting with a stranger or anyone they meet online without their parent's approval and participation.

(3) Students must never respond to abusive or suggestive messages and must report them immediately to a teacher or a member of the School Administration. Students must inform a teacher or member of the School Administration about any message they receive that is inappropriate or makes them feel uncomfortable.

(4) Students are responsible for the use of their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no circumstances may a student provide his or her password to another person, with the exception of a parent.

SECTION 5. Standard of Care and Conduct

SECTION 5.1. As a condition of using School-provided technology tools, users agree to assume full responsibility for the safety, security, care, and proper use of the School's property. All users must follow the guidelines outlined in the Family Handbook for care of technology tools as a condition of their use.

SECTION 5.2. As a condition of using School-provided technology tools, users agree to abide by the Digital Standard of Conduct outlined in the Family Handbook.

**Board Policy 1.34**
**Drug Free Schools**

SECTION 1. Drug and alcohol use by Brookside Charter students is strictly prohibited.

SECTION 2. Pursuant to the requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and the requirements of the Safe Schools Act, and for the purpose of preventing the use of illicit drugs and alcohol by students, Brookside Charter shall provide age-appropriate, developmentally-based drug and alcohol education and prevention programs to all students. The programs will address the legal, social, and health consequences of drug and alcohol use, and will provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol.

SECTION 3. Brookside Charter 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 to avoid suspension or expulsion if they are found to be in violation of this policy. All parents/guardians and students shall annually be provided with a copy of this policy.

SECTION 4. Brookside Charter 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. Brookside Charter shall conduct a biennial review of the program to determine its effectiveness, implement necessary changes, and ensure that the disciplinary sanctions are consistently enforced.

**Board Policy 1.35**
**Child Abuse and Neglect**

SECTION 1. Brookside School and its staff will take immediate action to protect students and other children from harm or potential harm, including, but not limited to, abuse and neglect. Any knowledge or suspicion of child abuse/neglect shall be reported and investigated as outlined in this policy. Employees failing to follow the directives of this policy or state or federal law will be subject to discipline, up to and including, termination. For purposes of this policy, the terms "abuse" and "neglect" are used as those terms are defined under Missouri law.

SECTION 2. Reporting Child Abuse/Neglect

SECTION 2.1. The School Board requires all Brookside staff to comply with the state child abuse and neglect laws and the mandatory reporting of suspected neglect and/or abuse, as outlined in Section 210.115 of the Missouri Statutes. Any School official who knows or has reasonable cause to suspect that a child has been or may be subjected to abuse or neglect, or who observes a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, shall immediately report the information to the local office of the Missouri Department of Social Services' Children's Division (hereinafter, "Children's Division"). No internal investigation shall be initiated until a report has been made to the Children's Division.

SECTION 2.2. After reporting the information to the Children's Division, the School official with knowledge of abuse/neglect or suspected abuse/neglect must also report the information to the School official's supervisor. No supervisor, administrator, or School official to whom such information is reported may impede or inhibit any reporting under this policy.

SECTION 2.3. No employee making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report. Further, School administrators shall ensure that any employee mandated by law to make a report shall have immediate and unrestricted access to the communication technology necessary to make an immediate report. Employees shall also be temporarily relieved of other work duties for such time as is required to make any mandated report.

SECTION 2.4. In accordance with Missouri law, if a student reports alleged sexual misconduct on the part of a School employee to an employee of the School, the employee who receives the report and a School administrator shall immediately report the allegation to the Children's Division as set forth in law. For purposes of this policy, the term "sexual misconduct" is defined as engaging in any conduct with a student, on or off School property, that constitutes the crime of sexual misconduct or child abuse involving sexual behavior, as determined by the Children's Division.

SECTION 3. Investigating Child Abuse/Neglect

SECTION 3.1. When the Children's Division receives a child abuse report (other than situations involving sexual misconduct, which are addressed separately below) alleging that an employee of the School has abused a student, the report shall be immediately referred to the superintendent (or the Chairman of the School Board in situations concerning the superintendent), who will conduct an initial investigation. If, after an initial investigation, the investigating official finds that the report involves an alleged incident of child abuse other than the use of reasonable force to protect persons or property when administered by school personnel pursuant to a written policy of discipline, or that the report was made for the sole purpose of harassing a public school employee, the

investigating official shall immediately refer the matter back to the Children's Division and take no further action. All other reports of any nature shall be returned to the Children's Division immediately for investigation.

Section 3.2. Harassment or Protection of Persons or Property

The use of reasonable force to protect persons or property, when administered by school personnel in a reasonable manner in accordance with the school or district's written policy of discipline, is not abuse within the meaning of Missouri Statutes Chapter 210. Thus, if a report to the Children's Division relates to the use of reasonable physical force against a student for the protection of persons or property by any School personnel administered pursuant to School policy, or if it is determined that the sole purpose of the report is to harass a School employee, the superintendent, Chairman of the School Board, or a designee of either, will notify law enforcement of the county in which the alleged incident occurred. No later than forty-eight (48) hours of receiving notice of the report from the Children's Division, the superintendent (or Chairman of the Board if the incident involves the superintendent) and law enforcement officer will begin jointly investigating the matter. The superintendent, Chairman of the School Board, and their designees, if any, are authorized to contact and utilize Brookside's attorney to assist in the investigation. Within the first two (2) working days of the investigation, investigators must interview and record statements from the child and the child's parents or guardian.

Once the investigation is concluded, the law enforcement officer and the investigating School personnel will issue separate reports of their findings, no later than seven (7) days after the School receives notice of the allegation from the Children's Division. The resulting reports must contain a statement of conclusion as to whether the preponderance of evidence supports a finding that the alleged incident of child abuse is substantiated or unsubstantiated. The School Board will consider the separate reports and will issue findings and conclusions, if any, within seven (7) days after receiving the last of the two reports. The School Board shall issue findings in substantially the following form:

(1) The report of the alleged child abuse is unsubstantiated. The law enforcement officer and the investigating School Board personnel agree that there was not a preponderance of evidence to substantiate that abuse occurred;

(2) The report of the alleged child abuse is substantiated. The law enforcement officer and the investigating School personnel agree that the preponderance of evidence is sufficient to support a finding that the alleged incident of child abuse did occur; OR

(3) The issue involved in the alleged incident of child abuse is unresolved. The law enforcement officer and the investigating School personnel are unable to agree on their findings and conclusions on the alleged incident.

The School Board's findings and conclusions will be sent to the Children's Division.

SECTION 3.3. Sexual Misconduct Involving an Employee

Brookside School takes all allegations of sexual misconduct seriously, regardless of the source. In accordance with Missouri law, if a student reports alleged sexual misconduct on the part of a teacher or other Brookside employee to a School employee, the employee who receives the report shall immediately (1) notify the superintendent (or Chairman of the School Board if the incident involves the superintendent) and (2) report the allegation to the Children's Division. The Children's Division will investigate all allegations of sexual misconduct involving School employees. Brookside School may also investigate the

allegations for the purpose of making employment decisions concerning the accused employee, but Brookside School may not investigate the incident for purposes of determining whether the allegations should or should not be substantiated.

SECTION 4. Child Abuse/Neglect Reporter's Access to Information Concerning Disposition

SECTION 4.1. In accordance with Missouri law, any person who is required to report child abuse and neglect and who makes such a report ("reporter"), including School employees, is entitled, upon request, to information from the Children's Division's local office concerning the general disposition of the matter. If the Children's Division determines that a report of child abuse or neglect is unsubstantiated, the reporter may request that the report be referred to the Office of Child Advocate for Children's Protection and Services for additional review.

SECTION 4.2. Any information that any School employee receives from the Children's Division will be kept strictly confidential in accordance with law and will only be shared with School employees who need the information to supervise, counsel, or protect the student's interests. All written information that the School or any School employee receives pursuant to this policy or the child abuse/neglect reporting laws shall be subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA") and kept confidential in accordance with that law. Any information received from the Children's Division will be maintained separately from the student's official or permanent School record to protect further against avoid unauthorized disclosure.

SECTION 5. Immunity

SECTION 5.1. In accordance with Missouri law, any person – including any Brookside employee – who in good faith reports child abuse or neglect; cooperates with the Children's Division or any law enforcement agency, juvenile office, court, or child-protective service agency of Missouri or any other state in reporting or investigating child abuse or neglect; or participates in any judicial proceeding resulting from the report will be immune from civil or criminal liability for such actions. Any person – including any Brookside employee – who makes a false report, knowing that the report is false, or who acts in bad faith or with ill intent in making such reports, shall not be immune from civil or criminal liability.

**Board Policy 1.36**
**Discipline**

SECTION 1. General Purpose and Authority

SECTION 1.1. Brookside Charter's Discipline Handbook, which is contained in the Brookside Charter Family Handbook, prescribes the rules of student behavior applicable to all students as well as the procedures for imposing discipline on students who violate these rules. The purpose of the Discipline Handbook is to provide a safe and secure environment that enables students to acquire the academic and social skills needed to become productive members of our society. The Discipline Handbook is based on the belief that discipline is a learning experience for the student and not simply punitive in nature. It clearly states the expectations Brookside Charter School has for its students and the consequences that follow any infraction of the Discipline Handbook.

SECTION 1.2. The Board of Directors has charged the Brookside Charter School Administration with the basic responsibility for the development of regulations regarding student conduct as may be needed to maintain a constructive atmosphere at Brookside Charter. The Administration has the authority to suspend students from Brookside Charter in accordance with regulations and guidelines established by the Board of Directors as noted in the Discipline Handbook and any addendums.

SECTION 1.3. No discipline policy can specifically address all discipline situations that can occur. Incidents not described in the Discipline Handbook will be evaluated on an individual basis by the Administration.

SECTION 2. Enforcement

SECTION 2.1. Brookside Charter Administrators are 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.

SECTION 2.2. Teachers have the authority and responsibility to make and enforce necessary rules for internal governance in the classroom, subject to review by the building administrators. The Board expects each teacher to maintain a satisfactory standard of conduct in the classroom.

SECTION 2.3. All employees of Brookside Charter shall annually receive instruction related to the specific contents of the discipline policy and any interpretations necessary to implement the provisions of the policy in the course of their duties including, but not limited to, approved methods of dealing with acts of school violence, disciplining students with disabilities and instruction in the necessity and requirements for confidentiality.

SECTION 3. Levels of Student Behaviors and Interventions

SECTION 3.1. When students fail to meet the school behavior expectations, school staff and administrators are expected to respond to the behavior consistently and appropriately. Infractions are assigned to one or more levels of interventions in accordance with the chart outlined in the Discipline Handbook.

SECTION 4. Disciplinary Methods and Restrictions

SECTION 4.1. In-School Suspension (ISS). ISS is a suspension lasting one (1) to ten (10) days as determined by the Administration and in accordance with the discipline Handbook

and is served within the Support Room within school. The purpose of ISS is to keep students engaged in school in situations that might otherwise result in an out of-school suspension. The ISS program is a highly-structured class situation with emphasis placed on intensive student work. Students who refuse ISS or fail to adhere to ISS policies may receive an out-of-school suspension.

SECTION 4.2. Out-of-School Suspension (OSS). OSS is a suspension lasting from one (1) to ten (10) days as determined by Administration and in accordance with the Discipline Handbook and is served outside the school building. The purpose of OSS is to temporarily remove a student from the school community for a more serious infraction.

SECTION 4.3. Long-term Suspension. Long-term suspension is the exclusion from school for a period of eleven (11) to one hundred eighty (180) school days and is determined only by the Office of the Superintendent.

SECTION 4.4. Expulsion. Expulsion is the exclusion from school for a period exceeding one hundred eighty (180) days. The School Board is the only governing body that may expel a student.

SECTION 5. Restrictions on School Activities and Presence on School Grounds

SECTION 5.1. For purposes of Brookside discipline policy, "serious violations" include an (i) "act of violence," which is exertion of physical force by a student with the intent to do serious bodily harm to another person while on school property, including a school bus in service on behalf of the district, or while involved in school activities; (ii) any Level 4 offense as defined in Brookside Charter's Discipline Handbook; (iii) any offense listed in Section 6.1 below; or (iv) any offense that results in an out-of-school suspension for more than ten school days.

SECTION 5.2. Students who are suspended or expelled for any reason 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 a "serious violation" as defined above shall not be allowed to be within 1,000 feet of any public school in the district unless one of the following conditions exist:

(1) The student under the direct supervision of the student's parent, legal guardian or custodian, and the Superintendent or the Superintendent's designee has authorized the student to be on school property.

(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 Superintendent or School official that suspended the student, and the Superintendent or the Superintendent's designee has authorized the student to be on school property.

(3) The student is enrolled in and attending an alternative school that is located within 1,000 feet of a public school in the school district where such student attended school.

(4) The student resides within 1,000 feet of any public school in the district and is on the property of his or her residence.

SECTION 5.3. Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, if these occur during the period of suspension or expulsion. Except where a student is on suspension for an offense listed in Section 5 below, a parent or guardian may, for good cause, petition the School administration 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.

SECTION 6. Offenses and Consequences

SECTION 6.1. Reporting to Law Enforcement. It is the policy of Brookside Charter to report all crimes occurring on school grounds to law enforcement, including, but not limited to, the crimes the district is required to report in accordance with law. The Superintendent shall also notify the appropriate law enforcement agency if a student is discovered to possess a controlled substance or weapon in violation of the School's policy.

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

(1) First degree murder under MO. REV. STAT. § 565.020;

(2) Second degree murder under MO. REV. STAT. § 565.021;

(3) Kidnapping under MO. REV. STAT. § 565.110;

(4) First degree assault under MO. REV. STAT. § 565.050;

(5) Rape in the first degree under MO. REV. STAT. § 566.030;

(6) Sodomy in the first degree under MO. REV. STAT. § 566.060;

(7) Burglary in the first degree under MO. REV. STAT. § 569.160;

(8) Burglary in the second degree under MO. REV. STAT. § 569.170;

(9) Robbery in the first degree under MO. REV. STAT. § 569.020;

(10) Distribution of drugs under MO. REV. STAT. § 195.211;

(11) Distribution of drugs to a minor under MO. REV. STAT. § 195.212;

(12) Arson in the first degree under MO. REV. STAT. § 569.040;

(13) Voluntary manslaughter under MO. REV. STAT. § 565.023;

(14) Involuntary manslaughter under MO. REV. STAT. § 565.024;

(15) Second degree assault under MO. REV. STAT. § 565.060;

(16) Rape in the second degree under MO. REV. STAT. § 566.031;

(17) Felonious restraint under MO. REV. STAT. § 565.120;

(18) Property damage in the first degree under MO. REV. STAT. § 569.100;

(19) Possession of a weapon under MO. REV. STAT. Chapter 571;

(20) Child molestation in the first degree pursuant to MO. REV. STAT. § 566.067;

(21) Sodomy in the second degree pursuant to MO. REV. STAT. § 566.061;

(22) Sexual misconduct involving a child pursuant to MO. REV. STAT. § 566.083;

(23) Sexual abuse in the first degree pursuant to MO. REV. STAT. § 566.100;

(24) Harassment under MO. REV. STAT. § 565.090; or

(25) Stalking under MO. REV. STAT. § 565.225.

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

SECTION 6.2. Documentation in Student's Discipline Record. The Superintendent, designee, or other administrators or school staff will maintain all discipline records as deemed necessary for the orderly operation of the schools. In addition, any offense that qualifies as a "serious violation" of the School's policy, as defined in Section 5.1 above must be documented in the student's discipline record in accordance with law.

**Board Policy 1.37**
**Threats of Violence**

SECTION 1. Policy

SECTION 1.1. 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.

SECTION 2. Responsibility for Reporting

SECTION 2.1. Any student who receives information concerning such a threat should immediately report that information to a teacher, counselor, or school administrator. The failure of a student to report such information may be treated as a disciplinary problem.

SECTION 2.2. Any employee who receives information concerning such a threat should take appropriate action to respond to the threat including taking steps to separate the student perceived to be a threat from the potentially threatening situation and/or reporting the information to School administrator(s). If the staff member believes the situation is so serious as to warrant the notifying of outside authorities, the employee must notify School administrator(s) so that the administrator(s) can be responsible for taking such steps.

SECTION 3. Administrative Action

SECTION 3.1. Upon receiving notice of a threat, School administrator(s) should take immediate steps to investigate and determine the factual circumstances of the threat and then determine the appropriate action to respond to it. Such action may include disciplining the student(s) involved as appropriate under school rules, contacting the parents of the student(s) involved, contacting appropriate law enforcement or other officials.

SECTION 3.2. Whenever School administrator(s) determine that it is necessary to contact outside officials to respond to a threat appropriately, School administrator(s) should also contact the Board.

**Board Policy 1.38**
**Weapons at School**

SECTION 1. The presence of firearms and weapons poses a substantial risk of serious harm to Brookside Charter students, staff, and community members. and is a violation of state law. Therefore, possession of firearms and weapons is prohibited on school premises, on a school bus, or onto the premises of any school-sponsored or sanctioned activity, except by law enforcement officials for law enforcement purposes.

SECTION 2. 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, onto any school bus, or onto the premises of any other activity school-sponsored or sanctioned activity.

SECTION 3. A person passing through school property for purposes of dropping off or picking up a student does not violate this policy if they possess a lawful permitted weapon in the vehicle during this time.

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.

Brookside Charter will notify the Department of Elementary and Secondary Education of all violent criminal offenses committed on school premises when the victim is a student or employee.

**Board Policy 1.40**
**Seclusion and Restraint**

SECTION 1. Brookside employees are strictly prohibited from using Physical Restraint or Seclusion on any student, except in the emergency situation described herein.

SECTION 2. Definitions.

SECTION 2.1. "Physical Restraint" means person-to-person physical contact intended to restrict the free movement of all or a portion of a student's body. Physical Restraint does not include limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing an escort or guidance to a location, intervening in a fight, or providing comfort such as through briefly holding a student's hand or a welcomed and appropriate hug.

SECTION 2.2. "Seclusion" means the confinement of a student alone in an enclosed and locked space or location, from which the student is unable to exit. Seclusion does not include "time-out," which is a behavioral intervention wherein a student is removed temporarily from the learning activity but not confined. Seclusion likewise does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or other unlocked location.

SECTION 3. Seclusion or Physical Restraint shall never be used on any student as a form of discipline or behavior management, except in an emergency situation where the student is an immediate danger to himself or to others, while waiting for law enforcement to arrive, and where the student is not responsive to less intensive behavioral interventions, including verbal directives or other de-escalation techniques.

SECTION 4. Seclusion or Physical Restraint shall never be used on any student where contraindicated due to the student's psychiatric, medical, or physical conditions as described in the student's educational records.

SECTION 5. The use of chemical restraint (e.g., pepper spray or OC spray), mechanical restraint (e.g., a straitjacket or other physical restraint device), or prone restraint (e.g., holding a student face-down) is strictly prohibited.

SECTION 6. Physical restraint or seclusion must be terminated immediately (1) when the student is no longer an immediate danger to himself or others or (2) if the student is observed to be in severe distress.

**Board Policy 1.41**
**Corporal Punishment**

SECTION 1. Brookside employees are strictly prohibited from using corporal punishment on any student.

SECTION 2. Definitions.

SECTION 2.1. "Corporal punishment" means any form of penalty involving bodily contact or humiliation.

SECTION 2.2. "Bodily contact" includes, but is not limited to, spanking, hitting, slapping, taping of mouths, putting stickers on mouths, pinching, pulling on arms, or any other use of force deemed unnecessary in a normal disciplinary process.

SECTION 2.3. "Humiliation" means any deliberate action, either physical or verbal, which degrades and causes loss of self-esteem to students either in the presence of others or in private, including, but not limited to, screaming, yelling, threatening, calling attention to students in front of other students, punishing in such a way as to cause the student unwarranted embarrassment or teasing or bullying from other students.

SECTION 3. Prohibition

SECTION 3.1. Brookside School recognizes that all human beings need discipline. Discipline should be carried out in such a manner as to preserve the dignity of the individual child and for the express purpose of teaching the child to use more appropriate behavior. It is understood that teachers and other personnel of the School will endeavor to administer discipline in such a way as to maintain the dignity and privacy of the child.

SECTION 3.2. The prohibition of corporal punishment will be discussed with each employee at or near the time of hire. This discussion will serve as a first warning. Each employee is required to sign a statement attesting to his or her understanding and adherence to this policy. Thereafter, employees may be either warned a final time or dismissed at the discretion of the Superintendent, as the facts and circumstances of the situation dictate. Any violation of this policy after a second warning will result in discipline, up to and including immediate dismissal.

**Board Policy 1.42**
**Services for Students with Disabilities**

Brookside Charter 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, MO. REV. STAT. §§ 162.670 - .995, and Missouri's State Plan for Part B.

Brookside Charter does not have a general curriculum for students with disabilities. Instead, it is the policy of Brookside Charter 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 of 1973 (Section 504). Each IEP is designed to meet the unique needs of the student and to offer a free appropriate public education. In addition, the School's IEPs will address the extent to which each student's disability affects his/her ability to access the School's general curriculum and what modifications, accommodations, and supplementary aids and services, if appropriate, are necessary to provide for such access. Each public school student with a disability will be educated to the maximum extent appropriate with children who are non-disabled. Students with disabilities, however, may be assigned to special classes or 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.

**Board Policy 1.43**
**Instruction for Students with Disabilities**

It is the policy of Brookside Charter to provide a free appropriate public education to all public school students with disabilities. Students with disabilities are defined as those students who have one of the categorical disabilities as enumerated in the Missouri State Plan for Part B of the Individuals with Disabilities Education Act (IDEA) and who also require special education services or who have a mental or physical impairment that substantially limits one or more major life activities as defined by Section 504 of the Rehabilitation Act of 1973 (Section 504) or the Americans with Disabilities Act and who require accommodations or special education and related services.

Brookside Charter 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, MO. REV. STAT. §§ 162.670 - .995, and Missouri's State Plan for Part B.

**Board Policy 1.44**
**Instruction for At-Risk Students**

Brookside Charter 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 are affected by other factors that impede education and social development.

**Board Policy 1.44A**
**Instruction for Homeless Students**

SECTION 1. Enrollment and Placement

SECTION 1.1. The Board is committed to providing equal access to a free, appropriate education for all eligible homeless students. Services will be provided consistent with federal law and with Missouri's state plan for the education of homeless children.

SECTION 1.2. Enrollment requirements that may constitute a barrier to the education of a homeless child or youth may be waived at the discretion of the Superintendent, if allowed by law.

SECTION 1.3. Once school officials have determined that an enrolling student is homeless, the school's homeless coordinator must assist the student in obtaining his/her education, immunization, medical, and other records. According to the Stewart B. McKinney Homeless Assistance Act, 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 (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, R.S.Mo.

SECTION 1.4. Each homeless child or youth shall be provided services comparable to services offered to other students in the School including, but not limited to, 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. If the School is unable to determine the grade level of the student because of missing or incomplete records, the School shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child.

SECTION 2. Records

SECTION 2.1. Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records, and evaluations 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 a homeless child or youth enters a new school. Copies of records shall be made available upon request to students or parents/guardians in accordance with the Family Education Rights and Privacy Act.

SECTION 3. Homeless Coordinator

SECTION 3.1. The Superintendent shall designate the School's Homeless Coordinator under the Stewart B. McKinney Homeless Assistance Act. According to the Act, 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.

SECTION 4. Resolving Grievances Regarding the Education of Homeless Children and Youth

(1) District Level – Every effort must be made to resolve the complaint or dispute at the district level before it is brought to the Missouri Department of Elementary and Secondary Education. It is the responsibility of Brookside Charter to inform the complainant of the following Complaint Resolution Procedure when a question arises concerning the education of a homeless child or youth:

a. Notify the School's Homeless Coordinator. The Homeless Coordinator serves as a liaison between the homeless child and the school the child attends. Someone in the school or in the Superintendent's office will be able to identify the Homeless Coordinator.

i. Request a copy of or access to Brookside Charter's policies addressing the education of homeless children and youths and review them. Make an appointment with the Homeless Coordinator to discuss the complaint.

ii. If the dispute is not resolved after the initial discussion with the School's Homeless Coordinator, the complainant can file a complaint in writing to the School's Homeless Coordinator for further review.

iii. In the complaint, include a request that a written proposed resolution of the dispute or a plan of action be provided within five (5) days* of the date the complaint was received by the Homeless Coordinator. A review of the proposal or plan of action with the Homeless Coordinator should follow.

b. If the dispute is not resolved at the Homeless Coordinator level, the complaint may be forwarded to the Superintendent for review followed by a meeting with the Superintendent to discuss the dispute. The complainant should request from the Superintendent a written resolution within five (5) days* of the date of the discussion.

c. If the dispute is not resolved at the Superintendent level, the complainant may take the matter before the Brookside Charter Board of Directors following the procedure set forth in Board Policy 1.32.

(2) State Level – If the dispute is not resolved in a satisfactory manner at the district level, the complaint may be brought to the Missouri Department of Elementary and Secondary Education. Complaints made under this process must be made in writing and signed by the complainant. The following steps are to be taken:

a. Address the complaint to the State Homeless Coordinator, Federal Discretionary Grants, P.O. Box 480, Jefferson City, Missouri 65102-0480.

b. Include in the complaint:

i. a detailed description of the dispute;

ii. the name(s) and age(s) of the children involved;

iii. the name(s) of involved school district personnel and the district(s) they represent; and

iv. a description of attempts that were made to resolve the issue at the school district level.

c. The Director of Federal Discretionary Grants (the director) will inform the involved district(s) of the complaint. The director or the director's designee will gather needed information, including documentation and statements of the parties, and may conduct an independent investigation through an on-site visit if necessary.

d. Within thirty (30) days* after receiving a complaint, the director will resolve the complaint and will inform the parties, in writing, of the decision.

e. If a complainant disagrees with the director's decision, the complainant may, within ten (10) working days, appeal the decision to the Deputy Commissioner of Education. This appeal must be in writing and state why the complainant disagrees with the decision.

f. Within (thirty) 30 days** after receiving the appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.

g. While the dispute is ongoing, the child(ren) in question must be enrolled in school. If the dispute revolves around which school is the school of best interest for the child, the child shall remain in the school they currently attend until the dispute is resolved, unless arrangements already implemented allow the child to attend the school of origin.

* The parties may mutually agree on an extension; however, every effort should be made to resolve the complaint in the shortest possible time.
** Although the standard procedure allows thirty (30) days for a response, every effort will be made to resolve the complaint in the shortest possible time.

SECTION 5. Policy Review

SECTION 5.1. The Superintendent and Homeless Coordinator will review Brookside Charter's policies and procedures periodically to determine whether they act as barriers to the enrollment of homeless students. Special attention will be given to policies regarding immunization, residency, birth certificates, school records, and guardianship.

**Board Policy 1.45**
**Active Shooter Training and Drills**

SECTION 1. At the discretion of the School administration, Brookside Charter may include in its teacher and school employee training a component on how to properly respond to students who provide them with information about a threatening situation and how to address situations in which there is a potentially dangerous or armed intruder in the School. Training may also include information and techniques on how to address situations where an active shooter is present in the School or on School property.

The administration may conduct the training on an annual basis. If no formal training has previously occurred, the length of the training may be eight hours. The length of annual continuing training may be four hours.

SECTION 2. 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.

SECTION 3. School officials may consult and collaborate with law enforcement authorities, emergency response agencies, and other organizations and entities trained to deal with active shooters or potentially dangerous or armed intruders.

SECTION 4. Brookside Charter shall foster an environment in which students feel comfortable sharing information they have regarding a potentially threatening or dangerous situation with a responsible adult.

BROOKSIDE
CHARTER SCHOOL

# FINANCIAL OPERATIONS POLICIES 2017-18

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*These Operational Policies were enacted collectively by Board vote on February 27, 2017. Policies adopted or revised thereafter will contain a notation of their effective dates.*

## Board Policy 2.01
## Annual Operating Budget

SECTION 1. Budget Process

SECTION 1.1. The Superintendent of Brookside Charter School ("Brookside Charter" or the "School) will ensure that the School follows a budgeting process that is consistent with the requirements of federal and Missouri statutes, State Board of Education Rules and Regulations, and any other applicable laws or rules.

SECTION 1.2. The annual budget governs the expenditures and obligation of all funds for the School. No funds may be expended that are not authorized by the annual budget. If an unanticipated need arises, the budget should be revised. Alternatively, under exceptional circumstances, the School may rely on an unencumbered budget surplus, subject to Board approval.

SECTION 1.3. Each year, the Superintendent must submit to the Board for consideration the detailed annual budget showing estimates of income and expenditures for the ensuing fiscal year.

SECTION 1.4. Needs Analysis. Each year before the annual operating budget is drafted the Superintendent shall ensure that a needs assessment of Brookside Charter is drafted and finalized by a budget committee consisting of the Superintendent, Business Manager, and other individuals as designated by the Board. The needs assessment shall inform the drafting of the annual budget.

SECTION 1.5. Adoption. The Board shall formally adopt the budget in an open meeting held in accordance with the Board's bylaws by June 30th of each year, according to statutory provisions, and before the expenditure of any funds. In accordance with law, the approved proposed expenditures for each fund cannot exceed the estimated revenues to be received plus the unencumbered beginning cash balance for the fund or less any deficit estimated for the beginning of the budget year.

SECTION 1.6. Minutes. The Secretary of the Board will record the adoption of the budget and any amendments in the Board meeting minutes in which the adoption occurs.

SECTION 1.7. Post-Adoption. After the beginning of the fiscal year, the Superintendent shall review with the Board the adopted budget in relationship to the beginning cash balances for each fund.

SECTION 1.8. Amendment. If amendments to the annual budget become necessary, the Superintendent may review and approve any budget amendment that does not require allocated monies to be transferred from one fund to a different fund. Should budget amendments be necessary that require a transfer of allocated monies between funds, the amendments must be reviewed and approved by the Board.

SECTION 2. Fiscal Compliance

The Superintendent and Business Manager shall ensure that Brookside Charter complies with all state and federal laws and rules concerning the budget and related processes of the school.

**Board Policy 2.02**
**Accounting System**

SECTION 1. Fiscal Year

SECTION 1.1. The fiscal year for Brookside Charter shall be July 1 – June 30.

SECTION 2. Financial Accounting

SECTION 2.1. Brookside Charter will adhere to the accounting guidelines of the Missouri Department of Elementary and Secondary Education.

SECTION 2.2. Accounting Records. The School shall maintain records that adequately identify the source and application of funds. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

SECTION 2.3. Source Documentation. All accounting records must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.

SECTION 2.4. Budget Control. The School shall compare actual expenditures or outlays of state or federal funds with budget amounts for each fund, grant or sub-grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or sub-grant agreement. Applicable federal cost principles, agency program regulations, and the terms of grant and sub-grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

SECTION 2.5. Accounting Code Structure. Brookside Charter School will adhere to the accounting guidelines of the Missouri Department of Education's Chart of Accounts.

## Board Policy 2.03
### Bank Procedures

SECTION 1. The Board shall determine the bank(s) for Brookside Charter School ("Brookside Charter" or the "School") funds depositories. the Board may enter into a contract of specific or undetermined duration for the deposit of School funds.

SECTION 2. Upon approval of the Board as outlined in this policy, the Superintendent of Brookside Charter has the authority to open a business checking account and/or a business operating account on behalf of the School to be used to hold the school's assets.

SECTION 3. The Superintendent of Brookside Charter has the authority to enter into an agreement with a bank or other federally-insured financial institution once the Board has adopted a formal resolution at a board meeting held in accordance with its bylaws designating the bank for the School to use for its financial transactions. Once the resolution has been adopted, the Superintendent has the authority to enter into an agreement with the selected financial institution. This agreement should be signed by the Business Manager and Superintendent.

**Board Policy 2.04**
**Audit and Financial Statements**

SECTION 1. Annual Audit

SECTION 1.1. Annually, the books and accounts of Brookside Charter School ("Brookside Charter" or the "School") will be audited by an independent certified public accounting firm in conformance with the prescribed standards and legal requirements (the "Auditor"). The Treasurer of the Board shall place before the Board the matter of the retaining of a certified public accounting firm to conduct the audit. The Board shall then select the Auditor. The Auditor shall be independent from the School's retained accounting firm. The School's retained accounting firm shall coordinate the annual audit, assisting with work papers preparation and account reconciliations as needed.

The audit shall be presented to the Board for examination.

SECTION 1.2. Board Action. Once the Brookside Charter Board receives the final audit report, the Board must vote to accept the contents of the audit at either its next regularly called meeting or at a special meeting called in accordance with the Board's bylaws.

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

SECTION 2. Financial Statements

SECTION 2.1. The School's retained accounting firm shall prepare, or cause to be prepared, monthly and annual financial statements.

SECTION 2.2. The Superintendent shall ensure that the annual financial statements are submitted to the Sponsor in a timely manner pursuant to deadlines.

SECTION 2.3. All financial statements prepared by the retained accounting firm shall be provided to the auditor as needed.

## Board Policy 2.05
### Accounts Payable and Expenditures

SECTION 1. Expense Invoices

SECTION 1.1. Invoices for materials or services will be authorized for payment only upon the approval of the Principal or Superintendent. The Business Manager shall review all invoices before submitting to the Principal or Superintendent for payment authorization.

SECTION 1.2. Payment of invoices shall be authorized for payment only after verification of delivery and satisfaction by the staff receiving the item(s). No payment for goods or services shall be made absent an itemized invoice, bill, or receipt showing the amount owed and the name of the person or organization to whom payment is due.

SECTION 1.3. Once invoices have been approved, the Business Manager or his or her designee processes them for payment through one of the methods designated below.

SECTION 2. Prior Authorizations Required

SECTION 2.1. No invoice or other payment requests may be processed for payment unless prior purchasing authorization was obtained in accordance with Board Policy 2.12.

SECTION 2.2. Any discrepancies in purchasing approval shall be resolved by the Superintendent in conjunction with the Business Manager prior to payment.

SECTION 2.3. No purchase shall be effected unless the anticipated purchase has first been compared to the applicable budget and approved as (1) encompassed by the applicable budget and (2) incurred within the applicable funding period.

SECTION 3. Bill Pay

SECTION 3.1. Expenses of any kind should be paid through the School's online banking "bill pay" system whenever practicable. The Business Manager or his or her designee shall enter the expenses to be paid in the School's on-line banking system only after all required documentation for the expense has been submitted and the Principal or Superintendent has authorized payment.

SECTION 3.2. At least weekly, the Business Manager shall code the bank bill pay list and deliver it to the School's retained accounting firm for entry into the electronic accounting system.

SECTION 4. Check Issuance

SECTION 4.1. Documentation. No check may be issued without a request form, with an invoice, receipt, or contract attached. The check request form shall contain the name of the payee, the date the check is requested to be written, the amount of the check, a brief description for the issuance of the check, and the funding source. The check request shall then be submitted to the Business Manager for processing, who will submit to the Superintendent for final approval. All check request forms shall be maintained by the Business Manager for the period recommended or prescribed by Brookside Charter's retained accounting firm. A check registry shall be maintained identifying all checks that have been written, including all beginning and ending check numbers so as to avoid discrepancies.

SECTION 4.2. Signatures. Only the Superintendent, Principal, and Business Manager are

authorized to sign checks issued from the School bank account on behalf of the School. All required check fields must be fully completed before being signed.

SECTION 4.3. Check Endorsement. Checks received shall be endorsed "For Deposit Only," and deposits should be made daily by someone in addition to or, to the extent possible, someone other than the person who prepared the deposit.

SECTION 4.4. Checks payable to cash are generally prohibited. Exception may be made only upon approval of the Superintendent for the limited purpose of increasing the available balance in the petty cash fund.

SECTION 5. Credit Card Processes

SECTION 5.1. Credit card use for Brookside Charter purchases is limited to instances when it is not practicable to pay by check or online bill pay. Only the Superintendent and Principal are authorized to use credit cards. School funds, including the use of credit cards, may be used for School business expenditures only and never for personal purchases or cash transactions. Credit cards shall be maintained with the highest level of security. Debit cards are not permitted under any circumstances.

SECTION 5.2. Employees issued a credit card must receive prior, documented approval from the Superintendent, Principal, or his or her designee before using the credit card for any individual purchase. Each credit card transaction by any user must be accompanied by the original receipts documenting each transaction.

SECTION 6. Claims

SECTION 6.1. The Superintendent shall review all claims before payment is made via approved methods in this policy.

SECTION 7. Recording

SECTION 7.1. At least monthly, the Business Manager shall deliver to the retained accounting firm a complete list of all payments entered into the online bill pay system and all checks listed on the check registry, with each expense labeled with the appropriate account code. Corresponding documentation (invoices, bills, etc.) should also be delivered with the listings. Upon receipt, the retained accounting firm shall record the expenses in the accounting system.

The Business Manager shall also deliver all monthly credit card statements to the retained accounting firm for recording in the accounting system.

SECTION 8. Unbudgeted Expenditures

SECTION 8.1. Payments for materials or services that are not budgeted, but are necessary for normal business operations, may be authorized by the Superintendent and/or the Principal if they do not exceed an aggregate monthly amount of $10,000.

SECTION 8.2. The identity and amounts of such payments will be provided to the Board at the next regular meeting following the payment. The Board will consider such payments and ratify the action taken.

SECTION 9. Reporting and Reviewing Expenditures and Accounts Payable

SECTION 9.1. The Business Manager, in conjunction with the retained accounting firm,

shall prepare monthly expenditure reports, which include each expenditure, the total spent to date, and the remaining balance for the fiscal year for each account. The expenditures report shall be presented to the Board for review and approval on a monthly basis.

SECTION 9.2. On a monthly basis, the retained accounting firm shall prepare an accounts payable report and an expenses report. These reports, in addition to the bank reconciliation and the outstanding check list, shall be provided to the Treasurer of the Board for review. The accounts payable and expense reports shall be presented to the full Board for approval.

SECTION 9.4. The Board shall review and approve the check registry monthly.

SECTION 10. Sales Tax

SECTION 10.1. Missouri law exempts the School from Missouri sales and use tax on purchases. The Business Manager or other purchasing staff member shall provide all sellers or vendors with a copy of the official State of Missouri Tax Exemption Letter at the time a purchase order is delivered, or following an order for a refund of sales taxes already paid.

SECTION 10.2. School representatives are prohibited from using the School tax-exempt letter for purchase of articles for personal use.

**Board Policy 2.06**
**Cash Management**

SECTION 1. Accounting for Cash Transactions

SECTION 1.1. Documentation. All cash transactions shall be recorded in writing, such as by handwritten receipt detailing to whom the money was paid or from whom it was received, and in what amount. The receipt shall be signed and dated by the Business Manager or his or her designee who has the authority to receive cash on behalf of Brookside Charter School ("Brookside Charter" or the "School").

SECTION 1.2. Depositing Cash. The Business Manager shall be responsible for depositing cash in the School's bank account. The Business Manager will only be responsible for depositing the cash into the bank account, and is segregated from the duty of collecting cash on behalf of the school. Deposits shall be made weekly at a minimum. All undeposited cash shall be kept in a secured location on School premises with limited access. A copy of the validated deposit slip shall be returned to the School on same day the deposit is made or the next day after the deposit is made.

SECTION 1.3. Expenditures. All expenditures of School funds, including cash expenditures, shall be documented and accounted for by daily receipts, in accordance with the Accounts Payable/Expenditures Board Policy. Absent exceptional circumstances, cash will not be used to make purchases except from petty cash, as described in Section 1.5 below. Checks payable to cash are generally prohibited. Exception may be made only upon approval of the Superintendent for the limited purpose of increasing the available balance in the petty cash fund.

SECTION 1.4. Segregation of Duties. The Business Manager of Brookside School shall ensure that appropriate segregation of duties exists with regard to the handling of all money transactions including reconciliation.

SECTION 1.5. Petty Cash. A petty cash fund is a small amount of money that is managed by the Business Manager and Superintendent and available for purchasing small amounts of supplies or unanticipated small expenses. Petty cash shall be maintained in a locked container in the Business Manager's in an amount not to exceed $350.00. All disbursements from petty cash shall be documented in writing, indicating the date, amount disbursed, the identity of the individual receiving the funds, and the reason for the disbursement. Receipts from purchases made with petty cash shall be remitted to the Business Manager as soon as practicable. Petty cash funds shall not be used to cash checks and should only be used in an emergency or where purchase through traditional means is impracticable. Petty cash funds may be used only with prior approval from the Principal or Superintendent.

**Board Policy 2.07**
**Receipt of Funds**

SECTION 1. Receipt of Funds

SECTION 1.1. Brookside Charter School ("Brookside Charter" or the "School") receives cash and checks for school lunches, student activities, and donations via mail or directly from students/parents or outside organizations.

SECTION 1.2. Parents are only to give cash/checks to Administrative Assistants in a School envelope. Administrative Assistants collecting money from parents shall provide each parent a duplicated receipt of payment and initial and date the School envelope in which the funds are held; and submit the funds to the Business Manager along with the duplicate receipts. Credit card payments may be taken in the front and elementary offices.

SECTION 1.3. The Business Manager shall verify all amounts received; log the funds on a spreadsheet; and record student activity money, if applicable, on a log.

SECTION 2. Donations

SECTION 2.1. Donations may be received via mail, by the front office, on-line, and through PayPal. Donations received by the front office shall be delivered to the Business Manager in accordance with Section 1 above, with a copy of the funds provided to the Director of Marketing/Development to record in the donor database.

SECTION 2.2. Credit card donations summaries shall be delivered electronically to the Business Manager and Director of Marketing/Development and maintained for month-end reconciliations.

SECTION 3. Recording and Depositing Receipt of Funds

SECTION 3.1. When preparing funds for deposit, the Business Manager will recount all of the items, sign off on the dollar amounts, and complete the deposit forms for the bank.

SECTION 3.2. The Business Manager and an Administrative Assistant will take the deposit to the bank. The Business Manager will record the deposit summary sheet and deposit slip and code them. The independent retained certified public accounting firm will verify the deposits during the monthly reconciliation and input the deposits into the accounting system.

SECTION 3.4. The Business Manager and Board Treasurer shall present all cash receipts by revenue code each month to the Board of Directors, showing the budget, monthly receipts, and year-to-date receipts.

SECTION 4. Returned Checks

SECTION 4.1. When a check is returned for insufficient funds ("NSF"), the Business Manager shall send a letter to the remitter with a copy of the returned check to request payment.

SECTION 4.2. A copy of the NSF check shall be maintained with the bank statement, coded by the Business Manager, and provided to the retained accounting firm for the monthly reconciliation process. The Business Manager shall adjust out the bad checks by coding and sending them to the accounting firm. The make-up payment shall then be coded and deposited.

SECTION 5. Risks and Key Controls

SECTION 5.1. Any matters involving any financial irregularities shall be referred to the Board of Directors for investigation. The goal is to minimize the amount of fraud and corruption that may occur within the system and significantly reduce the opportunity for fraud or corruption to occur in the future.

SECTION 5.2. Processes are in place to divide duties among staff. Office staff receive funds initially, the Business Manager verifies and records the amount, and other staff assist in depositing funds.

## Board Policy 2.08
### Federal Fiscal Compliance

SECTION 1. Fiscal Requirements for Receipt of Federal Funds

SECTION 1.1. As a precondition to receive federal funds, prospective recipients must have effective administrative and financial internal controls.

SECTION 1.1. Brookside Charter School ("Brookside Charter" or the "School") shall ensure that federal funds will be used to supplement, not supplant, regular non-federal funds.

SECTION 1.2. The Business Manager shall maintain or cause to be maintained documentation relating to the School's receipt of federal funds. The documentation must clearly demonstrate the supplementary nature of federal funds.

SECTION 2. Prior to expending funds, the Business Manager shall consult the appropriate guidance to determine what costs are allowable. The Business Manager shall ensure that all grant funds are expended in accordance with the any applicable law or rules.

SECTION 3. Grant-Funded Employees

SECTION 3.1. If an employee's compensation is funded by any grant, the following requirements must be satisfied:

(1) The employee shall complete a payroll time sheet each payroll period, which is reviewed and approved by the Principal.

(2) If the employee's time is split between a federal grant and another funding source, the employee shall also complete a Personnel Activity Report monthly indicating how much time was spent performing the functions funded by each source. The report is reviewed and approved by the Principal. (A template is available on the DESE website.)

(3) The employee shall complete a Time Certification Form twice a year, which is reviewed and approved by the program director or the Principal. (A template is available on the DESE website.)

(4) Any employee whose position is funded by a federal grant and who is also providing instructional support services to students shall complete a log of the students he or she has worked with and what type of instructional support was provided.

SECTION 3.2. Consistent with the Uniform Guidance, C.F.R. § 200.430(i)(5), Brookside Charter may submit to DESE for approval a substitute system for time-and-effort reporting that complies with federal guidelines for such programs. Any substitute system developed pursuant to this policy must do the following:

(1) Provide that eligible employees will support distribution of their salaries and wages with documentation of their established work schedule. The documentation must:

- Indicate the specific activity or cost objective that the employee worked on for each segment of the employees' schedule;
- Account for the total hours for which each employee is compensated during the period reflected on the employee's schedule; and
- Be certified at least semiannually and signed by the employee and Principal.

(2) Any revisions to the employee's established schedule that continue for a prolonged

period must be documented and certified in accordance with subsection (1) above. The effective dates of any changes must be clearly indicated in the documentation provided.

(3) Any significant deviations from an employee's established schedule that require the employee to work on multiple activities or cost objectives at the exact same time, including but not limited to lengthy, unanticipated schedule changes, must be documented by the employee using a personnel activity report that covers the period during which the deviations occurred.

SECTION 4. Requesting Federal Reimbursements

SECTION 4.1. The Business Manager shall initiate the paperwork required for federal grant expenditure reimbursement. The Business Manager and Superintendent shall review the financial reports for allowability of expenditures and account codes usage. The Business Manager shall submit the reimbursement request to the Missouri Department of Elementary and Secondary Education.

SECTION 4.2. The Board of Education shall review federal reimbursement requests in the same manner as other bills or requests for payment.

SECTION 4.3. All requests for federal reimbursement shall be submitted as close in time as is administratively possible to the actual cash outlay. Reimbursements shall only be requested after costs have been incurred and distributed.

SECTION 4.4. Repayment of excess interest earnings shall be made where required.

SECTION 4.5. The Business Manager and Superintendent, subject to the Board's periodic oversight, shall monitor reimbursements to ensure proper request and payment.

SECTION 5. Use of Federal Grant Funds for Procurement

SECTION 5.1. Open and Free Application. The Superintendent, Business Manager, and Facilities Director shall ensure that all procurement transactions are conducted in a manner that provides full and open application. Awards must be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to Brookside Charter considering price, quality, and other relevant factors deemed appropriate by the school.

SECTION 5.2. Conflicts of Interest. Pursuant to the Conflict of Interest Board Policy 2.17, no employee, officer, director, or agent of, who has a real or apparent conflict of interest, will participate in the selection, award, or administration of a contract supported by federal funds. Employees, officers, directors, and agents may also not solicit or accept favors, gratuities, or anything of monetary value from contractors or their agents.

SECTION 5.3. Method of Procurement

Determining the appropriate method of procurement will depend on the following:

(1) For purchases under $100,000:

• Price or rate quotations shall be obtained from an adequate number of qualified sources for small purchases procedures.

(2) For purchases exceeding $100,000:

• Procurement by sealed bids is often preferred for purchases beyond the simplified acquisition threshold. Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

• When conditions are not appropriate for the use of sealed bids, generally, competitive proposals should be used. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.

• Procurement by noncompetitive proposals may be necessary on occasion. This method is permitted under the following circumstances: (i) the item or service is available only from one feasible source; (ii) exigent or emergency circumstances exist; or (iii) after solicitation of a number of sources, competition is determined inadequate.

SECTION 5.4. Other Requirements.

(1) The solicitation of bids or offers must provide a clear and accurate description of the requirements to be fulfilled by the bidder, technical requirements to be performed including the minimum acceptable standards, and specific features of brand name or equal descriptions that bidders are required to meet;

(2) Positive efforts shall be made to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible;

(3) The type of procurement instruments used (e.g., purchase orders) must be appropriate for the particular procurement;

(4) Contracts are made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;

(5) Procurement documents shall be made available, upon request, to appropriate government officials; and

(6) All procurements utilizing federal funds shall comply with applicable law, including 34 C.F.R. § 80.36.

SECTION 5.5. Record Documentation. The Business Manager and Facilities Director shall ensure there is a cost or price analysis conducted and documented with every procurement action as well as appropriate documentation for the basis for contractor selection. The Superintendent shall also ensure the evaluation of the contractor performance and document whether the contractor has met the terms, conditions, and specifications of the contract. All contract provisions required by 34 C.F.R. § 80.36(i) must be included.

**Board Policy 2.09**
**State Tax Sources**

SECTION 1. All state funds will be accepted for the operation of Brookside Charter School (the "School") as provided by entitlement by law and through regulations of the Missouri State Board of Education or Missouri Department of Elementary and Secondary Education.

SECTION 2. The Business Manager is responsible for filing all required reports and forms to obtain state funds to which the School is entitled to receive according to developed rules and regulations.

## Board Policy 2.10
## Borrowed Funds and Bonded Indebtedness

SECTION 1. State law authorizes the Board to borrow funds in anticipation of the collection of revenue in order to ensure continuity in the operations of Brookside Charter School. The Board must approve in advance all applications for loan indebtedness.

SECTION 2. The amount borrowed and the repayment of notes payable shall be within guidelines as established by state law and rules and regulations of the Missouri Department of Elementary and Secondary Education.

SECTION 3. The Board may issue bonds for any School expenditures as prescribed in state law.

**Board Policy 2.11**
**State and Federal Projects**

SECTION 1. Authority to Operate

SECTION 1.1. With Board approval, Brookside Charter School ("Brookside Charter" or the "School") may operate various specially-funded programs that must be administered in accordance with particular federal and/or state laws, regulations, and other conditions for use of such funds.

SECTION 1.2. The Principal shall be the designated School official responsible for coordinating funded projects, administering programs, and ensuring that the various departments operating these programs do so within the guidelines of the particular program. The administration shall keep accurate and separate records, as required by state and federal programs, to enable the School to verify program compliance and success. The Principal shall keep the Board fully informed.

SECTION 2. Staff Involvement

SECTION 2.1. School administration will solicit staff involvement in the planning, implementation, and evaluation of programs authorized and approved within the guidelines of Title I of the Improving American Schools Act of 1994 and/or other significant legislative enactments.

SECTION 2.2. The manner in which staff are involved shall be determined by the administration, with the approval of the Board.

**Board Policy 2.12**
**Purchasing Processes and Controls**

SECTION 1. All purchases using non-federal funds shall comply with the limitations and requirements for open competition in Board Policy 1.17: Procurement. All purchases using federal funds shall comply with Board Policy 2.08: Federal Fiscal Compliance.

SECTION 2. Purchasing Process

SECTION 2.1. Employees shall submit all purchasing requests to the Business Manager, Principal, or Assistant Principals, which are then routed to the Business Manager. The Business Manager must compare the purchasing request to the applicable budget and ensure that the purchase is both allowed and being incurred during the applicable funding period, as required under federal law. The Business Manager shall then designate the purchase as permitted, code with the applicable fund, and route to the Superintendent for final approval. All purchasing requests must be approved and signed by the Superintendent or his or her designee.

SECTION 2.2. All purchases must have approval signature, invoices, receipts, meeting agendas, reimbursement request forms, or other supporting documentation before payment is processed.

SECTION 2.3. No purchase shall be effected unless the anticipated purchase has first been compared to the applicable budget and approved as (1) encompassed by the applicable budget and (2) incurred within the applicable funding period.

SECTION 2.4. Suspension and Debarment

SECTION 2.4.1. No sub award, contract, or any other agreement for program administration, goods, services, or any other program purpose may be granted with any suspended or debarred party.

SECTION 2.4.2. Purchasing staff shall determine that entities receiving sub awards of any value and procurement contracts equal to or exceeding $25,000 and their principals are not suspended or debarred; specify the means that will be used to make that determination, i.e., checking the System for Award Management (Sam.gov); obtain a certification; or insert a clause in the agreement.

SECTION 3. Receipt of Goods

SECTION 3.1. Upon receipt, the Facilities Director must note all goods received at the School as received in part or in full. Any discrepancies in delivery shall be investigated and remedied by the Business Manager or Facilities Director.

SECTION 3.2. Any invoices received with goods should be routed to the Business Manager for processing in accordance with this policy.

SECTION 4. Purchasing Risks and Key Controls

SECTION 4.1. Unauthorized/Improper Expenditures.

SECTION 4.1.1. Adequate controls over the expenditure process are essential in preventing and detecting fraud and other improprieties involving district resources.

SECTION 4.1.2. Key controls:

(1) Policies and procedures adequate to accurately determine payee eligibility.

(2) Payables reviewed and approved prior to payment for the following:

a. Payment within budgetary parameters.

b. Goods/services/benefits allowable and authorized.

c. Expenditure is necessary and reasonable.

d. Vendor is legitimate and accurately reflected on the invoice.

e. Payment amount is supported – quantities, unit prices, and totals are correct.

f. Voucher material includes an original invoice as required.

g. Agreement with contract terms.

h. Acknowledgement of receipt of goods or services.

(3) Procedures applied consistently to prevent duplicate payments.

a. The Business Manager and independent retained certified public accounting firm review to assure not duplicate payments. When a duplicate payment is discovered, immediate action is taken and the vendor provides reimbursement or credit, which is indicated on the adjusted invoice which is attached to all invoices until the credit is used.

(4) Controls over vendor records include:

a. Limited access to vendor file and restricted ability to alter the file.

b. Approval process for new vendors and vendor record changes: Business Manager approves all "Paid To" accounts and has running list from bank. Board reviews all "Paid To" accounts via total accounts payable check and credit card list.

c. Periodic identification of inactive vendors to ensure these are made inactive in the system.

(5) In cases where original invoices are not used, required documentation is obtained, and signed statements are used for verification.

SECTION 4.2. Overpaying for Goods and Services.

SECTION 4.2.1. When making purchases, the District must make every effort to receive the best possible service, quality of goods, price, contract terms, and/or protection from liability.

SECTION 4.2.2. Key controls:

(1) Policies and procedures ensure legality of purchasing procedures.

(2) Where building exercises significant control over the procurement process, District purchasing requirements are followed. These include:

a. Competitive bidding/quotes per Board Policy 1.17.

b. No conflict of interest (real or the appearance of conflict).

c. Standard riders included in contract.

d. Grant restrictions accommodated.

e. Statewide contracts/purchase agreements taken into consideration.

f. Process involves all approval levels as appropriate.

g. Fairness to all potential bidders ensured.

h. Prior contractors solicited for bids per policy

SECTION 4.3. Accountability.

SECTION 4.3.1. Accounting of expenditures, payables, contracted service and disbursements must be adequate for the purposes of accountability, financial reporting, compliance with laws and regulations, and prevention of loss of assets.

SECTION 4.3.2. Key Controls:

(1) Account codes are reviewed and approved for the following:

a. Funding source (fund and program).

b. Accounting period (year-end cutoff).

c. Contract identification or fund balances from grants

d. Grant identification for Federal and State reporting purposes and allowable expenses determination (program). Project codes are used to identify grants, gifts, and federal programs.

e. Object coding for description of expenditure items, application of travel policies, capital asset recording, and other policy requirements.

(2) Expenditure Request forms are supported by adequate documentation with review and approval. Travel/conferences are supported by conference registration, odometer reading for mileage, MapQuest for mileage showing starting mileage from school or home whichever is closer to destination, detailed receipts for parking, food.

(3) Account structure follows the chart of accounts in the DESE Accounting Manual. The chart of accounts is used to manage daily operations, preparation of financial statements and flowing into the Annual Secretary of the Board Report (ASBR).

(4) Financial software accurately reflects fund balances from grants, contracts, etc.

SECTION 4.4. Improper Cash Disbursements.

SECTION 4.4.1. Resources lost or stolen through improper or fraudulent cash disbursements.

SECTION 4.4.2. Key Controls:

(1) Staff handling disbursements are separate from those handling receivables, bank reconciliation and other incompatible duties.

(2) Physical security over check writing/printing facilities, material and capabilities (including check stock) ensured.

(3) Bank statements reconciled periodically in a timely manner by independent accounting firm.

(4) Petty cash records (if used) periodically reconciled to authorized balance, maintained securely in safe, and reviewed as expenses via monthly account payable report.

(5) Reconciliation variances rigorously pursued in a timely manner.

**Board Policy 2.13**
**Inventory**

SECTION 1. Tracking Inventory

SECTION 1.1. Brookside Charter School ("Brookside Charter" or the "School") maintains a computerized inventory system with codes. Items are removed from the inventory when designated as surplus property. Inventory of all physical, capital items takes place annually.

SECTION 2. Risks and Key Controls

SECTION 2.1. Access to Inventory

SECTION 2.1.1. Inventory items may be lost, damaged, or stolen as a result of poor physical security. Strong physical security will help reduce the School's exposure to lost, stolen, or damaged inventory.

SECTION 2.1.2. Key controls:

(1) Physical access to inventory restricted to the IT Director, Facilities Director, and Business Manager.

(2) Environmental controls adequate to protect from physical damage: locked computer room; carts secured.

(3) Active alarm/electronic access log-in system.

(4) Adequate insurance coverage that is periodically reviewed.

(5) Video monitoring/recording of restricted areas.

(6) Employees covered by a theft policy that complies with the School sponsor's requirements.

(7) Inventory of capital items, bar coded and recorded via contracted company with use of bar codes for item, serial number/model number, and location of equipment. All equipment purchased with federal dollars is marked with the correct code, and safeguards must be in place to assure that items are annually inventoried.

SECTION 2.2. Documentation of Inventory

SECTION 2.2.1. Inaccurate recording of physical receipt and shipment/delivery of goods causes errors in inventory/order receipts. Proper controls help ensure that the accounting records accurately reflect the actual physical inventory and equipment/supplies.

SECTION 2.2.2. Key controls:

(1) Purchase order (if used) and/or order requisition information compared with receipt document.

(2) Adequate supply and equipment inventory, with orders placed as needed to maintain student learning and administration of the School.

(3) Physical quantities received matched with the receipt document.

(4) Standard procedures for processing overage, shortage, and damaged goods. Original receipts/email verifications used for return and displayed on accounts receivable as credit and coded as such, or documentation of re-payment recorded on accounts receivable.

## Board Policy 2.14
### Capital Assets Accounting

SECTION 1. A capital asset is an asset that is tangible in nature; has a life that exceeds one year; of significant value ($5,000 per unit or a lower amount designated by the Board of Directors); and reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

SECTION 2. The Business Manager shall maintain a detailed capital assets register with federal and non-federal asset purchases. Within the register is an identifier that indicate the funding source. This register is maintained periodically. The Superintendent shall review the capital assets register annually.

SECTION 3. The Facilities Director and Business Manager will ensure that a physical inventory of capital assets takes place once every two years.

SECTION 4. The annual financial audit report shall include an exhibit identifying all capital assets and the ownership interest of local, state, and federal parties.

## Board Policy 2.15
### Payroll

SECTION 1. Procedures

SECTION 1.1. Accurate & Timely Payroll. Brookside Charter School ("Brookside Charter" or the "School") shall ensure that School employees are paid accurately and timely in accordance with applicable laws and rules.

SECTION 1.2. School employees shall be paid:

(1) In United States currency;

(2) By a written instrument (e.g. check) issued by the employer that is negotiable on demand at full face value for United State currency; or

(3) By the electronic transfer of funds to the employee's bank pursuant to a direct deposit agreement signed by the employee.

Payroll is generally processed through direct deposit into employees' accounts via employee authorization.

SECTION 1.3. Withholding of Wages. Brookside Charter shall ensure that the wages of School employees are not withheld except in the following situations as permitted by applicable laws and rules:

(1) The School is ordered to do so by a court of competent jurisdiction;

(2) The School is authorized to do so by state or federal law; or

(3) The School has written authorization from the employee to deduct part of the wages for a lawful purpose.

SECTION 1.4. Payroll will be processed by the School's retained independent certified public accounting firm. The Superintendent then reviews a payroll summary report to verify totals.

SECTION 1.5. The Business Manager and Superintendent prepare the payroll to be processed no later than the last Friday of each month.

SECTION 2. New Employee Information

SECTION 2.1. Salary schedules are set by the Superintendent and Principal and approved by the Board of Directors annually.

SECTION 2.2. The Business Manager or his or her designee will complete and compile employment agreements, employment profiles, W-4s, I-9s, and any other relevant or required documentation for all employees. The Business Manager, his or her designee, and/or the retained accounting firm will enter all employee information into the computer payroll sheets. All employees must have signed an employment agreement, acknowledging acceptance of a position, before the information is forwarded to the Superintendent for payroll purposes.

SECTION 2.3. The School's sponsor will make periodic and unannounced visits to review the employee roster, payroll data, retirement reports, and employee files to ensure

compliance and consistency.

SECTION 2.4. All employees and volunteers with unsupervised access to students must pass a background check with finger printing and child abuse registry.

SECTION 3. Teachers Retirement System

SECTION 3.1. As prescribed by Statute, all full-time staff at Brookside Charter shall be members of the Kansas City Public School Retirement System and subject to its requirements. The Board shall expend for teacher retirement and compensation for instructional staff an amount that reflects the requirements as outlined in Missouri State Statute and Department of Elementary and Secondary Education.

SECTION 4. Review

SECTION 4.1. The Superintendent and Business Manager shall review all payroll payments. The Superintendent and Business Manager shall review payroll processes for compliance and control purposes. The Superintendent and Business Manager review payroll process, and submit required paperwork to the retained accounting firm that processes checks.

**Board Policy 2.16**
**Internal Controls**

SECTION 1. Summary and Policy Statement

SECTION 1.1. Brookside Charter School's ("Brookside Charter" or the "School") contract with the University of Missouri-Kansas City states that the school may be placed on probation at any time if it fails to meet its statutory requirements or assurances and may be revoked for serious breach, including failure to meet generally-accepted standards of fiscal management.

SECTION 1.2. Brookside Charter is committed to protecting the public funds with which it has been entrusted. Fraud prevention, investigation, reporting, and follow-up are communicated to staff via the Employee Handbook.

SECTION 1.3. The Board's Strategic Plan supports the School's student achievement goals and financial success.

SECTION 1.4. The Board adopts a series of policies to provide direction over the financial management of the school conforming to all state and local requirements. The basis for these policies is the Missouri Consultants for Education Manual 3100 series. The financial operations requirements include keeping accurate, legal, and understandable records of receipts and expenditures by maintaining internal controls.

SECTION 2. Internal Controls Required

SECTION 2.1. School administration must abide by certain internal controls, including but not limited to the processes outlined herein, to minimize the amount of fraud and corruption and reduce the opportunity for fraud to occur in the future.

SECTION 2.2. Internal controls establish a process to monitor and provide for: separation of duties, fraud prevention, budget preparation, State/Federal program administration, expenditure records and board approval of all bills paid, payroll procedures compliance, appropriate vendor selection and payment, recommending insurance for property/casualty, employee theft or other malfeasance prevention, D&O liability prevention, and safekeeping of all school records. These procedures provide reasonable assurance that processes will prevent fraud and protect the school from loss, theft, misuse. The intent is to have procedures in place that result in quick reactions and process changes in the event of breakdown in any system.

SECTION 3. Accountability for Funds

SECTION 3.1. The School shall maintain effective control and accountability of all state and local funds, federal grant and sub-grant cash, real and personal property, and other assets obtained with local, state, or federal funds. The School shall adequately safeguard all such property and assure that it is used solely for authorized purposes. For any practices involving federal grant funds, Brookside Charter follows the School's *Federal Financial Internal Controls and Procedures Manual*.

SECTION 4. Mail Procedures

SECTION 4.1. Non-accounting office staff should receive the mail and open it. Staff members shall rotate opening the mail to the extent possible so that the same staff member does not always open the mail. No mail is opened on weekends. Upon receipt and opening, staff should then route the mail as appropriate, with all invoices or other documentation

needing payment being routed to the Business Manager.

SECTION 4.2. All goods received and accompanying receipts or invoices shall be routed to the Facilities Director for confirmation of proper delivery.

SECTION 4.3. All funds received via mail should be processed and routed in accordance with Board Policy 2.07.

SECTION 4.5. Upon receipt in the mail, bank statements should be delivered to the Business Manager unopened.

SECTION 5. Bank Reconciliations

SECTION 5.1. The School's retained independent certified public accounting firm shall conduct bank reconciliations monthly.

SECTION 5.2. Bank statements should be delivered to the Business Manager and then to the School's retained accounting firm unopened. The bank statement, assets, and liabilities shall be reconciled to both the checkbook and the general ledger.

SECTION 5.3. Outstanding check lists shall be compiled by the retained accounting firm during the monthly reconciliation process.

SECTION 5.4. The Board Treasurer shall review the accounting firm's bank reconciliations, including the outstanding check lists, monthly. The Business Manager shall review the check lists monthly.

SECTION 6. Sponsor Review of Personnel Processes

SECTION 6.1. The sponsor, the University of Missouri-Kansas City, shall be provided with the information necessary to conduct periodic reviews of personnel processes, including payroll, retirement payments, and personnel records. Documentation for replacement checks or voided checks shall be collected by the Business Manager and forwarded to the accounting firm.

SECTION 7. Password Procedures Upon Termination of Employment

SECTION 7.1. If the Business Manager ends his or her term with Brookside Charter or is terminated by the School or otherwise removed from his or her duties, he or she shall immediately provide to the Superintendent all necessary passwords and other related information.

SECTION 7.2. The School will change the passwords and other security information once the Business Manager ends his or her employment with the School.

SECTION 8. Risk Assessment

SECTION 8.1. The Board and School administration shall assess risk through policy review, established practices and processes, administration meetings, the Finance committee, and Board reports. The School has additional oversight through its sponsor, with the University of Missouri-Kansas City Charter School Center's Director conducting on-site visits and reporting to the Board on key financial indicators.

SECTION 9. Reporting

SECTION 9.1. The Board shall file a financial disclosure statement annually as required by the Missouri Ethics Commission. In addition, Board members will complete and sign a fraud risk form for the annual audit.

**Board Policy 2.17**
**Conflicts of Interest**

SECTION 1. Purpose

The purpose of the conflicts of interest policy is to protect Brookside Charter School's ("Brookside Charter" or the "School") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director, employee, or agent of the School 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.

SECTION 2. Definitions

(1) Interested Person

Any member of the Board, officer, director, employee, or agent of Brookside Charter who has a direct or indirect financial interest, as defined below, is an interested person.

(2) Financial Interest

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

a. An ownership or investment interest in any entity with which the School has a transaction or arrangement,

b. A compensation arrangement with the School or with any entity or individual with which the School has an arrangement or has conducted a transaction, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Subsection 3.2, Subsection 2, a person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

SECTION 3. Procedures

SECTION 3.1. Determining Whether a Conflict of Interest Exists. No person shall be appointed to the Board or hired as an employee or agent of Brookside Charter unless they satisfy the following requirements. Any Board member, employee, or agent who violates any of these requirements is ineligible to serve and shall immediately forfeit his or her office.

No member of the Board, officer, director, employee, or agent of Brookside Charter shall, as an individual or the employee, owner, or shareholder of a Company in which the Board member, employee, or agent, or the spouse or child of a Board member, employee, or agent has an interest:

(1) Hold any other office or employment from the Board while serving as a member of the Board;

(2) Have any substantial interest (as defined in MO. REV. STAT. § 105.450(11)) in any entity employed by or contracting with the Board;

(3) Be an employee of a company that provides substantial services to Brookside Charter;

(4) Perform any service for the School for compensation while serving as a member of the

Board;

(5) Sell, rent or lease any property to the School for consideration; or

(6) Attempt, for any compensation other than the compensation provided for the performance of his/her official duties, to influence the decision of the Board or the School on any matter.

The Board may employ a person related within the fourth degree to a Board member, provided the related Board member does not debate or vote upon the employment issue and such hiring is made with the consent of the entire Board.

In order to consider employment of a Board member's spouse, the position must have been advertised publicly. In addition, the Superintendent must consider and submit a written affirmative recommendation to the Board as to the hiring of the Board member's spouse. When the spouse of a Board member is considered for employment, the names of all applicants for that position, as well as the name of the applicant hired, are to be discussed at a Board meeting and should be included in the Board minutes.

SECTION 3.2. Duty to Disclose and Determination.

SECTION 3.2.1. Members of the Board will conduct themselves in a manner that complies not only with the letter of conflict of interest laws and policies, but also with the spirit of those provisions. Board members will at all times make good faith efforts to avoid the appearance of a conflict of interest. If a situation arises which involves the potential for a conflict of interest, the individual Board member will disclose his or her interest as outlined herein and will refrain from debating or voting upon the question of engaging or using the business entity in question.

SECTION 3.2.2. In connection with any actual or potential 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 Board.

SECTION 3.2.3. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Board meeting while the actual or potential conflict of interest issue is discussed and voted upon.

SECTION 3.2.4. After being presented with information concerning any potential or actual conflict of interest, the remaining Board members shall vote to determine whether a conflict of interest exists.

SECTION 3.3. Procedures for Addressing the Conflict of Interest.

SECTION 3.3.1. If the Board concludes that an actual or potential conflict of interest exists, the Board President shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

SECTION 3.3.2. After exercising due diligence, the Board shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not create a conflict of interest.

SECTION 3.3.3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not creating a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Board shall vote on whether to enter into the transaction or arrangement.

SECTION 3.4. Violations of the Conflicts of Interest Policy.

SECTION 3.4.1. If the Board or committee has reasonable cause to believe a member has failed to disclose actual or potential 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.

SECTION 3.4.2. If, after hearing the member's response and after further investigating if warranted by the circumstances, the Board determines that the member has failed to disclose an actual or potential conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 4. Records of Proceedings

The minutes of any Board meeting at which an actual or potential conflict of interest is disclosed shall contain:

(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or potential conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest existed.

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

SECTION 5. Compensation

SECTION 5.1. A voting member of the Board who receives compensation, directly or indirectly, from Brookside Charter for services is precluded from voting on matters pertaining to that member's compensation.

SECTION 5.2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Brookside Charter for services is precluded from voting on matters pertaining to that member's compensation.

SECTION 5.3. No voting member of the Board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Brookside Charter, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

SECTION 6. Annual Conflict of Interest Statement

SECTION 6.1. Each member of the Board shall annually sign a statement that affirms such person:

(1) Has received a copy of the conflicts of interest policy,

(2) Has read and understands the policy,

(3) Has agreed to comply with the policy, and

(4) Understands the School is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 6.2. Each employee of Brookside Charter shall do the following:

(1) Sign a Conflict of Interest Disclosure Statement upon receipt of the Employee Manual, and

(2) Sign an updated Conflict of Interest Disclosure Statement should any circumstances change rendering the form on file inaccurate or incomplete.

SECTION 7. Periodic Reviews

SECTION 7.1. To ensure the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

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

(2) Whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

SECTION 7.2. When conducting the periodic reviews as provided for in Section 7, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility to ensure that periodic reviews are conducted.

**Board Policy 2.18**
**Travel and Reimbursement**

SECTION 1. The Board of Brookside Charter School ("Brookside Charter" or the "School") approves reimbursement of School expenses that have been pre- approved by the Superintendent or Principal of the School in accordance with applicable Board policies. Expenses may be reimbursed subject to the following requirements:

(1) The School will reimburse expenses by following the governmental employees' rates as established by IRS Publication 1542.

(2) Detailed receipts should be provided for all reimbursable expenses.

(3) Itemized receipts should be provided for all meals.

(4) Meals will be reimbursed for the staff member only unless prior approval is secured from the Superintendent.

(5) Alcohol will not be reimbursed.

(6) Mileage is reimbursed for all staff and employee travel as approved by the Superintendent.

(7) Other expenses, such as internet service, phone calls, tips, etc., are reimbursable within reasonable limitations. Staff should contact the Superintendent, Business Manager if an expense is in question, or be responsible for using their best discretion knowing that excessive expenditures will not be remunerated.

## Board Member Conflict of Interest Form

I acknowledge that I have received and read, understand, and agree to abide by Brookside Charter School's Conflict of Interest Policy, Board Policy 2.17.

[Please check one of the following.]

A. ____ To the best of my knowledge, no circumstances exist involving me, or a member of my family, that are or may be perceived as a conflict of interest within the meaning of the School's conflict of interest policy, and neither I, nor a member of my family, are affiliated with an organization with which the School does or is likely to do business.

or

B. ____ To the best of my knowledge, there do exist circumstances involving me, or a member of my family, that are or may be perceived as a conflict or potential conflict of interest within the meaning of the School's conflict of interest policy, including the affiliations such as relationships with grantees or potential grantees, contractors, or others with whom the School does or is likely to do business.

| Organization Name | Person With Conflict | Relation to Employee | Nature of Affiliation |
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**BOARD MEMBER NAME (PRINTED):** _____

**BOARD MEMBER SIGNATURE:** _____

**DATE:** _____

**SUPERINTENDENT SIGNATURE:** _____

**DATE:** _____

UMKC Charter School Center
School of Education

# Charter School Assurance Statements

***Developed in compliance with the Missouri Charter School Law (160.400-160.425)***
***July 2017.***

*This public charter board understands that the school is expected to remain in compliance with the current and future provisions of the Missouri Charter School Law and the statues that are cited in that law, as well as the Rules of the Department of Elementary and Secondary Education.*

**THE FOLLOWING ASSURANCE STATEMENTS ARE IN REGARDS TO THE IMPLEMENTATION OF FEDERAL SCHOOL LAWS**

**Federal Charter School Law:**
This public charter school may provide a preference in admission to siblings of current students, children of employees and students that reside in the following geographic area:
*Insert description of the geographic area, if applicable.*

If this public charter school maintains a waiting list by grade level, the school must use a "lottery system" to select students to enroll, when openings occur.

Federal – Every Student Succeeds Act or subsequent law:
If this public charter school does not meet the following standards set out in the Federal–Every Student Succeeds Act, this school, if receiving Title I Funds, will undertake appropriate corrective action as required by the Missouri Department of Elementary and Secondary Schools and will provide parental notification of the school status.

## MISSOURI CHARTER SCHOOL LAW (160.400-160.425)

This public charter school board understands that federal laws and regulations that apply to this school are subject to change, and the school will be responsible for adhering to the changes.

| **STATUTORY REFERENCE 160.400** | **Charter schools, defined, St. Louis City and Kansas City school districts--sponsors--use of public school buildings--organization of charter schools--affiliations with college or university--criminal background check required.** | |
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| STATUTORY REFERENCE 160.400.1, 160.400.2(2) | This public charter school will be an independent public school and operate within the Kansas City Public School district. | |
| STATUTORY REFERENCE 160.400.6 | UMKC, as the sponsor, shall not receive any fee of any type for the consideration of the charter, nor consideration on the promise of future payment of any kind. | |
| STATUTORY REFERENCE 160.400. 7. | The charter school shall be organized as a Missouri nonprofit corporation incorporated pursuant to chapter 355. The charter provided for herein shall constitute a contract between the sponsor and the charter school. | |
| STATUTORY REFERENCE 160.400.8 | This public charter school shall be organized as a Missouri nonprofit corporation pursuant to chapter 355, RSMo, and shall select the method for election of officers pursuant to section 355.326, RSMo, based on the class of corporation selected. Meetings of the governing board of the charter school shall be subject to the provisions of sections 610.010 to 610.030, RSMo, the open meetings law. | |
| STATUTORY REFERENCE 160.400.9. | UMKC, as the sponsor, its agents and employees are not liable for any acts or omissions of this public charter school, including acts or omissions relating to the charter submitted by this public charter school, its operation, and/or performance | |
| STATUTORY REFERENCE 160.400.10 | This public charter school, as that it is affiliated with UMKC, recognizes a relationship for purposes of teacher training and staff development, curriculum and assessment development, use of physical facilities owned by or rented on behalf of the college or university, and other similar purposes. UMKC will not charge or accept a fee for this affiliation status. | |
| STATUTORY REFERENCE 160.400.11 | UMKC, as the sponsor, will have the expenses associated with this public charter school sponsorship defrayed by the Department of Elementary and Secondary Education by retaining one and five-tenths percent of the amount of state and local funding allocated to the charter school under section 160.415, not to exceed one hundred twenty-five thousand dollars, adjusted for inflation. | |
| STATUTORY REFERENCE 160.400.13 | This public charter school, as that it is affiliated with UMKC, will not have an employee of the university as a member of its governing board of directors. | |
| STATUTORY REFERENCE | This public charter school will conduct criminal background checks and family care safety registry | |

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| 160.400.14 | checks for all members of the governing board. | |
| STATUTORY REFERENCE 160.400.15 | This public charter school will not have members of the governing board hold any office or employment from the board or the charter school while serving as a member, nor shall the member have any substantial interest, as defined in section 105.450, in any entity employed by or contracting with the board. No board member shall be an employee of a company that provides substantial services to the charter school. All members of the governing board of the charter school shall be considered decision-making public servants as defined in section 105.450 for the purposes of the financial disclosure requirements contained in sections 105.483, 105.485, 105.487, and 105.489. | |
| **STATUTORY REFERENCE 160.405** | Proposed charter, how submitted, requirements, submission to state board, powers and duties--approval, revocation, termination--definitions--lease of public school facilities, when-- unlawful reprisal, defined, prohibited. | |
| STATUTORY REFERENCE 160.405.1 | The charter shall be a legaly binding performance contract that describes the obligations and responsibilities of the school and the sponsor as outlined in sections 160.400 to 160.425 and section 167.349 and include: | |
| | (1) A mission and vision statement for the charter school; | |
| | (2) A description of the charter school's organizational structure and bylaws of the governing body, which will be responsible for the policy, financial management, and operational decisions of the charter school, including the nature and extent of parental, professional educator, and community involvement in the governance and operation of the charter school; | |
| | (3) A financial plan for the first three years of operation of the charter school including provisions for annual audits; | |
| | (4) A description of the charter school's policy for securing personnel services, its personnel policies, personnel qualifications, and professional development plan; | |
| | (5) A description of the grades or ages of students being served; | |
| | (6) The school's calendar of operation, which shall include at least the equivalent of a full school term as defined in section 160.011; | |
| | (7) A description of the charter school's pupil performance standards and academic program performance standards, which shall meet the requirements of subdivision (6) of subsection 4 of this section. The charter school program shall be designed to enable each pupil to achieve such standards and shall contain a complete set of indicators, measures, metrics, and targets for academic program performance, including specific | |

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| | goals on graduation rates and standardized test performance and academic growth; | |
| | (8) A description of the charter school's educational program and curriculum; | |
| | (9) The term of the charter, which shall be five years and shall be renewable; | |
| | (10) Procedures, consistent with the Missouri financial accounting manual, for monitoring the financial accountability of the charter, which shall meet the requirements of subdivision (4) of subsection 4 of this section; | |
| | (11) Preopening requirements for applications that require that charter schools meet all health, safety, and other legal requirements prior to opening; | |
| | (12) A description of the charter school's policies on student discipline and student admission, which shall include a statement, where applicable, of the validity of attendance of students who do not reside in the district but who may be eligible to attend under the terms of judicial settlements and procedures that ensure admission of students with disabilities in a nondiscriminatory manner; | |
| | (13) A description of the charter school's grievance procedure for parents or guardians; | |
| | (14) A description of the agreement between the charter school and the sponsor as to when a sponsor shall intervene in a charter school, when a sponsor shall revoke a charter for failure to comply with subsection 8 of this section, and when a sponsor will not renew a charter under subsection 9 of this section; | |
| | (15) Procedures to be implemented if the charter school should close, as provided in subdivision (6) of subsection 16 of section 160.400 including: | |
| | a. Orderly transition of student records to new schools and archival of student records; | |
| | b. Archival of business operation and transfer or repository of personnel records; | |
| | c. Submission of final financial reports; | |
| | d. or repository of personnel records; | |
| | e. Submission of final financial reports; | |
| | f. Resolution of any remaining financial obligations; and | |
| | g. Disposition of the charter school's assets upon closure; | |
| | h. A notification plan to inform parents or guardians of students, the local school district, the retirement system in which the charter school's employees participate, and the state board of education within thirty days of the decision to close; | |
| | i. or repository of personnel records; | |
| | j. Submission of final financial reports; | |

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| | k. Resolution of any remaining financial obligations; and | |
| | (16) A description of the special education and related services that shall be available to meet the needs of students with disabilities; and | |
| | (17) For all new or revised charters, procedures to be used upon closure of the charter school requiring that unobligated assets of the charter school be returned to the department of elementary and secondary education for their disposition, which upon receipt of such assets shall return them to the local school district in which the school was located, the state, or any other entity to which they would belong. | |
| 160.405.2 | Proposed charters shall be subject to the following requirements | |
| | (1) A charter shall be submitted to the sponsor, and follow the sponsor's policies and procedures for review and granting of a charter approval, and be approved by the state board of education by December first of the year prior to the proposed opening date of the charter school; | |
| | (2) A charter may be approved when the sponsor determines that the requirements of this section are met, determines that the applicant is sufficiently qualified to operate a charter school, and that the proposed charter is consistent with the sponsor's charter sponsorship goals and capacity. The sponsor's decision of approval or denial shall be made within ninety days of the filing of the proposed charter; | |
| | (3) If the charter is denied, the proposed sponsor shall notify the applicant in writing as to the reasons for its denial and forward a copy to the state board of education within five business days following the denial; | |
| | (4) If a proposed charter is denied by a sponsor, the proposed charter may be submitted to the state board of education, along with the sponsor's written reasons for its denial. If the state board determines that the applicant meets the requirements of this section, that the applicant is sufficiently qualified to operate the charter school, and that granting a charter to the applicant would be likely to provide educational benefit to the children of the district, the state board may grant a charter and act as sponsor of the charter school. The state board shall review the proposed charter and make a determination of whether to deny or grant the proposed charter within sixty days of receipt of the proposed charter, provided that any charter to be considered by the state board of education under this subdivision shall be submitted no later than | |

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| | March first prior to the school year in which the charter school intends to begin operations. The state board of education shall notify the applicant in writing as the reasons for its denial, if applicable; and | |
| | (5) The sponsor of a charter school shall give priority to charter school applicants that propose a school oriented to high-risk students and to the reentry of dropouts into the school system. If a sponsor grants three or more charters, at least one-third of the charters granted by the sponsor shall be to schools that actively recruit dropouts or high-risk students as their student body and address the needs of dropouts or high-risk students through their proposed mission, curriculum, teaching methods, and services. For purposes of this subsection, a "high-risk" student is one who is at least one year behind in satisfactory completion of course work or obtaining high school credits for graduation, has dropped out of school, is at risk of dropping out of school, needs drug and alcohol treatment, has severe behavioral problems, has been suspended from school three or more times, has a history of severe truancy, is a pregnant or parenting teen, has been referred for enrollment by the judicial system, is exiting incarceration, is a refugee, is homeless or has been homeless sometime within the preceding six months, has been referred by an area school district for enrollment in an alternative program, or qualifies as high risk under department of elementary and secondary education guidelines. | |
| STATUTORY REFERENCE 160.405.4 | This public charter school shall:<br>(1) Be nonsectarian in its programs, admission policies, employment practices, and all other operation. | |
| | (2) Comply with laws and regulations of the state, county, or city relating to health, safety, and state minimum educational standards, as specified by the state board of education, including the requirements relating to student discipline under sections 160.261, 167.161, 167.164, and 167.171, notification of criminal conduct to law enforcement authorities under sections 167.115 to 167.117, academic assessment under section 160.518, transmittal of school records under section 167.020, the minimum number of school days and hours required under section 160.041, and the employee criminal history background check and the family care safety registry check under section 168.133. | |
| | (3) Except as provided in sections 160.400 to 160.425, be exempt from all laws and rules relating to schools, governing boards and school districts; | |
| | (4)Be financially accountable, use practices consistent with the Missouri financial accounting manual, provide for an annual audit by a certified public accountant, | |

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| | publish audit reports and annual financial reports as provided in chapter 165, provided that the annual financial report may be published on the department of elementary and secondary education's internet website in addition to other publishing requirements, and provide liability insurance to indemnify the school, its board, staff and teachers against tort claims. A charter school that receives local educational agency status under subsection 6* of this section shall meet the requirements imposed by the Elementary and Secondary Education Act for audits of such agencies and comply with all federal audit requirements for charters with local education agency status. For purposes of an audit by petition under section 29.230, this charter school shall be treated as a political subdivision on the same terms and conditions as the school district in which it is located. For the purposes of securing such insurance, a charter school shall be eligible for the Missouri Public Entity Risk Management Fund pursuant to section 537.700. If this charter school incurs debt shall include a repayment plan in its financial plan. | |
| | (5)This public charter school shall: Provide a comprehensive program of instruction as specified in its charter | |
| | (6)(a)Design a method to measure pupil progress toward the pupil academic standards adopted by the state board of education pursuant to section 160.514, establish baseline student performance in accordance with the performance contract during the first year of operation, collect student performance data as defined by the annual performance report throughout the duration of the charter to annually monitor student academic performance, and to the extent applicable based upon grade levels offered by the charter school, participate in the statewide system of assessments, comprised of the essential skills tests and the nationally standardized norm-referenced achievement tests, as designated by the state board pursuant to section 160.518, complete and distribute an annual report card as prescribed in section 160.522, which shall also include a statement that background checks have been completed on the charter school's board members, report to its sponsor, the local school district, and the state board of education as to its teaching methods and any educational innovations and the results thereof, and provide data required for the study of charter schools pursuant to subsection 4 of section 160.410. .<br><br>No charter school shall be considered in the Missouri school improvement program review of the district in which it is located for the resource or process standards of the program. | |

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| | e charter schools, sponsors shall approve performance ulum, teaching methods, and services. Sponsors shall emic and behavioral measures to determine whether standards on a different time frame as specified in that nce shall be assessed comprehensively to determine harter school has documented adequate student all be based on sponsor-approved comprehensive public school measures. Annual presentation of charter artment of elementary and secondary education, the nclude comprehensive measures of student progress. | |
| | (c) Nothing in this subdivision shall be construed as permitting a charter school to be held to lower performance standards than other public schools within a district; however, the charter of a charter school may permit students to meet performance standards on a different time frame as specified in its charter. The performance standards for alternative and special purpose charter schools that target high-risk students as defined in subdivision (5) of subsection 2 of this section shall be based on measures defined in the school's performance contract with its sponsors; | |
| | (7) Comply with all applicable federal and state laws and regulations regarding students with disabilities, including sections 162.670 to 162.710, the Individuals with Disabilities Education Act (20 U.S.C. Section 1400) and Section 504 of the Rehabilitation Act of 1973 (29** U.S.C. Section 794) or successor legislation; | |
| STATUTORY REFERENCE 160.405.6 | The charter of a charter school may be amended at the request of the governing body of the charter school and on the approval of the sponsor. The sponsor and the governing board and staff of the charter school shall jointly review the school's performance, management and operations during the first year of operation and then every other year after the most recent review or at any point where the operation or management of the charter school is changed or transferred to another entity, either public or private. The governing board of a charter school may amend the charter, if the sponsor approves such amendment, or the sponsor and the governing board may reach an agreement in writing to reflect the charter school's decision to become a local educational agency. In such case the sponsor shall give the department of elementary and secondary education written notice no later than March first of any year, with the agreement to become effective July first. The department may waive the March first notice date in its discretion. The department shall identify and furnish a list of its regulations that pertain to local educational agencies to such schools within thirty days of receiving such notice. | |
| STATUTORY REFERENCE 160.405.7 | This public charter school shall annually participate in a review of their compliance with statutory standards including: | |

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| | (1) Participation in the statewide system of assessments | |
| | (2) Completion and distribution of an annual report card | |
| | (3) Collection of baseline data during the first three years of operation to determine the longitudinal success of the charter school; | |
| | (4) A method to measure pupil progress toward the pupil academic standards | |
| | (5) Publication of each charter school's annual performance report. | |
| STATUTORY REFERENCE 160.405.8 | (1) (a) A sponsor's intervention policies shall give schools clear, adequate, evidence-based, and timely notice of contract violations or performance deficiencies and mandate intervention based upon findings of the state board of education of the following | |
| | a. The charter school provides a high school program which fails to maintain a graduation rate of at least seventy percent in three of the last four school years unless the school has dropout recovery as its mission; | |
| | b. The charter school's annual performance report results are below the district's annual performance report results based on the performance standards that are applicable to the grade level configuration of both the charter school and the district in which the charter school is located in three of the last four school years; and | |
| | c. The charter school is identified as a persistently lowest achieving school by the department of elementary and secondary education. | |
| | (b) A sponsor shall have a policy to revoke a charter during the charter term if there is: | |
| | a. Clear evidence of underperformance as demonstrated in the charter school's annual performance report in three of the last four school years; or | |
| | b. A violation of the law or the public trust that imperils students or public funds | |
| | (c) A sponsor shall revoke a charter or take other appropriate remedial action, which may include placing the charter school on probationary status for no more than twelve months, provided that no more than one designation of probationary status shall be allowed for the duration of the charter contract, at any time if the charter school commits a serious breach of one or more provisions of its charter or on any of the following grounds: failure to meet the performance contract as set forth in its charter, failure to meet generally accepted standards of fiscal management, failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to160.425 and | |

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| | 167.349 within forty-five days following receipt of written notice requesting such information, or violation of law. | |
| | (2) The sponsor may place the charter school on probationary status to allow the implementation of a remedial plan, which may require a change of methodology, a change in leadership, or both, after which, if such plan is unsuccessful, the charter may be revoked. | |
| | (3) At least sixty days before acting to revoke a charter, the sponsor shall notify the governing board of the charter school of the proposed action in writing. The notice shall state the grounds for the proposed action. The school's governing board may request in writing a hearing before the sponsor within two weeks of receiving the notice. | |
| | (4) The sponsor of a charter school shall establish procedures to conduct administrative hearings upon determination by the sponsor that grounds exist to revoke a charter. Final decisions of a sponsor from hearings conducted pursuant to this subsection are subject to an appeal to the state board of education, which shall determine whether the charter shall be revoked. | |
| | (5) A termination shall be effective only at the conclusion of the school year, unless the sponsor determines that continued operation of the school presents a clear and immediate threat to the health and safety of the children. | |
| | (6) A charter sponsor shall make available the school accountability report card information as provided under section 160.522 and the results of the academic monitoring required under subsection 3 of this section. | |
| STATUTORY REFERENCE 160.405.9 | (1)This public charter school shall provide all information necessary to confirm ongoing compliance with all provisions of its charter and sections 160.400 to 160.425 and 167.349 in a timely manner to its sponsor. | |
| | (2)(a)This public charter school will maintained results on its annual performance report that meet or exceed the KCSD based on the performance standards that are applicable to the grade-level configuration of both the charter school and the district in three of the last four school years; | |
| | (2)(b)This public charter school will be organizationally and fiscally viable and will maintain a positive balance in its operating funds, a combined balance of more than three percent of the amount expended for such funds during the previous fiscal year, or (and) not have | |

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| | expenditures that exceed receipts for the most recently completed fiscal year; | |
| | (2)(c)The charter is in compliance with its legally binding performance contract and sections 160.400 to 160.425 and section 167.349. | |
| STATUTORY REFERENCE 160.405.10 | A school district may enter into a lease with a charter school for physical facilities. | |
| STATUTORY REFERENCE 160.405.11 | A governing board or a school district employee who has control over personnel actions shall not take unlawful reprisal against another employee at the school district because the employee is directly or indirectly involved in an application to establish a charter school. A governing board or a school district employee shall not take unlawful reprisal against an educational program of the school or the school district because an application to establish a charter school proposes the conversion of all or a portion of the educational program to a charter school. As used in this subsection, "unlawful reprisal" means an action that is taken by a governing board or a school district employee as a direct result of a lawful application to establish a charter school and that is adverse to another employee or an educational program. | |
| STATUTORY REFERENCE 160.405.12 | This public charter school board members shall be subject to the same liability for acts while in office as if they were regularly and duly elected members of school boards in any other public school district in this state. The governing board of a charter school may participate, to the same extent as a school board, in the Missouri public entity risk management fund in the manner provided under sections 537.700 to 537.756. | |
| STATUTORY REFERENCE 160.405.13 | This public charter school whether public or private, operating, administering, or otherwise, any entity managing the school shall be considered a quasi-public governmental body and subject to the provisions of sections 610.010 to 610.035 | |
| STATUTORY REFERENCE 160.405.14 | This public charter school's chief financial officer shall maintain: | |
| | (1) A surety bond in an amount determined by UMKC, as the sponsor, to be adequate based on the cash flow of the school; or | |
| **STATUTORY REFERENCE 160.410** | **Admission, preferences for admission permitted, when--study of performance to be commissioned by department, costs, contents, results to be made public--move out of school district, effect of.** | |
| STATUTORY REFERENCE 160.410.1 | This public charter school shall enroll:<br>All pupils resident in the district in which it operates; | |
| | (1) Nonresident pupils eligible to attend a district's school under an urban voluntary transfer program; | |
| | (2) In the case of a charter school whose mission includes student drop-out prevention or recovery, any nonresident pupil from the same or an adjacent | |

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| | county who resides in a residential care facility, a transitional living group home, or an independent living program whose last school of enrollment is in the school district where the charter school is established, who submits a timely application; and | |
| | (3) In the case of a workplace charter school, any student eligible to attend under subdivision (1) or (2) of this subsection whose parent is employed in the business district, who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level or building. The configuration of a business district shall be set forth in the charter and shall not be construed to create an undue advantage for a single employer or small number of employers. | |
| STATUTORY REFERENCE 160.410.2 | This public charter school shall have an admissions process that assures all applicants of an equal chance of gaining admission (if capacity is insufficient to enroll all pupils who submit a timely application) except that the school may: | |
| | (1) Establish a geographical area around the school whose residents will receive a preference for enrolling in the school, provided that such preferences do not result in the establishment of racially or socioeconomically isolated schools and provided such preferences conform to policies and guidelines established by the state board of education; | |
| | (2) Give a preference for admission of children whose siblings attend the school or whose parents are employed at the school or in the case of a workplace charter school, a child whose parent is employed in the business district or at the business site of such school; and | |
| | (3) Give a preference for admission to high-risk students, as defined in subdivision (5) of subsection 2 of section 160.405, when the school targets these students through its proposed mission, curriculum, teaching methods, and services. (Charter alternative and special purpose schools) | |
| STATUTORY REFERENCE 160.410.3 | This public charter school shall not limit admission based on race, ethnicity, national origin, disability, income level, proficiency in the English language or athletic ability, but may limit admission to pupils within a given age group or grade level. If this public charter school is a single-gender school, this school may limit admission based on gender only.<br>Students that are present for the January membership count as defined in section 163.011 shall be counted in the performance of the charter school on the statewide assessments in that calendar year, unless otherwise exempted as English language learners. | |
| STATUTORY REFERENCE | This public charter school shall participate in the | |

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| 160.410.4 | department of elementary and secondary education study of the performance of students at each charter school in comparison with an equivalent group of district students representing an equivalent demographic and geographic population and a study of the impact of charter schools upon the constituents they serve in the districts in which they are located conducted by the joint committee on education ***if selected***. | |
| STATUTORY REFERENCE 160.410.5 | This public charter school shall make available for public inspection, and provide upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the district in which the school is located the following information: | |
| | (1) The school's charter; | |
| | (2) The school's most recent annual report card published according to section 160.522; | |
| | (3) The results of background checks on the charter school's board members; and | |
| | (4) If a charter school is operated by a management company, a copy of the written contract between the governing board of the charter school and the educational management organization or the charter management organization for services. | |
| STATUTORY REFERENCE 160.410.6 | This public charter school shall allow a student who has been attending this school and who moves out of the boundaries of KCPS to complete the current semester and considered a resident student. The student's parent or legal guardian shall be responsible for the student's transportation to and from the charter school. | |
| STATUTORY REFERENCE 160.410.7 | If a change in school district boundary lines occurs under section 162.223, 162.431, 162.441, or 162.451, or by action of the state board of education under section 162.081, including attachment of a school district's territory to another district or dissolution, such that a student attending a charter school prior to such change no longer resides in a school district in which the charter school is located, then the student may complete the current academic year at the charter school. The student shall be considered a resident student. The student's parent or legal guardian shall be responsible for the student's transportation to and from the charter school. | |
| STATUTORY REFERENCE 160.410.8 | This public charter school shall comply to the provisions of sections 167.018 and 167.019 concerning foster children's educational rights are applicable to charter schools. | |
| **STATUTORY REFERENCE 160.415** | **Distribution of state school aid for charter schools--powers and duties of governing body of charter schools.** | |
| STATUTORY | For the purposes of calculation and distribution of state | |

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| REFERENCE 160.415.1 | school aid under section 163.031, pupils enrolled in a charter school shall be included in the pupil enrollment of the school district within which each pupil resides. Each charter school shall report the names, addresses, and eligibility for free and reduced lunch, special education, or limited English proficiency status, as well as eligibility for categorical aid, of pupils resident in a school district who are enrolled in the charter school to the school district in which those pupils reside. The charter school shall report the average daily attendance data, free and reduced lunch count, special education pupil count, and limited English proficiency pupil count to the state department of elementary and secondary education. Each charter school shall promptly notify the state department of elementary and secondary education and the pupil's school district when a student discontinues enrollment at a charter school. | |
| STATUTORY REFERENCE 160.415.2 | Except as provided in subsections 3 and 4 of this section, the aid payments for charter schools shall be as described in this subsection. | |
| | (1) A school district having one or more resident pupils attending a charter school shall pay to the charter school an annual amount equal to the product of the charter school's weighted average daily attendance and the state adequacy target, multiplied by the dollar value modifier for the district, plus local tax revenues per weighted average daily attendance from the incidental and teachers' funds in excess of the performance levy as defined in section 163.011 plus al other state aid attributable to such pupils. | |
| | (2) The district of residence of a pupil attending a charter school shall also pay to the charter school any other federal or state aid that the district receives on account of such child. | |
| | (3) If the department overpays or underpays the amount due to the charter school, such overpayment or underpayment shall be repaid by the public charter school or credited to the public charter school in twelve equal payments in the next fiscal year. | |
| | (4) The amounts provided pursuant to this subsection shall be prorated for partial year enrollment for a pupil. | |
| | (5) A school district shall pay the amounts due pursuant to this subsection as the disbursal agent and no later than twenty days following the receipt of any such funds. The department of elementary and secondary education shall pay the amounts due when it acts as the disbursal agent within five days of the required due date. | |

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| STATUTORY REFERENCE 160.415.3 | A workplace charter school shall receive payment for each eligible pupil as provided under subsection 2 of this section, except that if the student is not a resident of the district and is participating in a voluntary inter-district transfer program, the payment for such pupils shall be the same as provided under section 162.1060. | |
| STATUTORY REFERENCE 160.415.4 | A charter school that has declared itself as a local educational agency shall receive from the department of elementary and secondary education an annual amount equal to the product of the charter school's weighted average daily attendance and the state adequacy target, multiplied by the dollar value modifier for the district, plus local tax revenues per weighted average daily attendance from the incidental and teachers funds in excess of the performance levy as defined in section 163.011 plus al other state aid attributable to such pupils. If a charter school declares itself as a local education agency, the department of elementary and secondary education shall, upon notice of the declaration, reduce the payment made to the school district by the amount specified in this subsection and pay directly to the charter school the annual amount reduced from the school district's payment. | |
| STATUTORY REFERENCE 160.415.5 | If a school district fails to make timely payments of any amount for which it is the disbursal agent, the state department of elementary and secondary education shall authorize payment to the charter school of the amount due pursuant to subsection 2 of this section and shall deduct the same amount from the next state school aid apportionment to the owing school district. If a charter school is paid more or less than the amounts due pursuant to this section, the amount of overpayment or underpayment shall be adjusted equal y in the next twelve payments by the school district or the department of elementary and secondary education, as appropriate. Any dispute between the school district and a charter school as to the amount owing to the charter school shall be resolved by the department of elementary and secondary education, and the department's decision shall be the final administrative action for the purposes of review pursuant to chapter 536. During the period of dispute, the department of elementary and secondary education shall make every administrative and statutory effort to allow the continued education of children in their current public charter school setting. | |
| STATUTORY REFERENCE 160.415.6 | The charter school and a local school board may agree by contract for services to be provided by the school district to the charter school. The charter school may contract with any other entity for services. Such services may include but are not limited to food service, custodial service, maintenance, management assistance, curriculum assistance, media services and | |

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| | libraries and shall be subject to negotiation between the charter school and the local school board or other entity. Documented actual costs of such services shall be paid for by the charter school. | |
| STATUTORY REFERENCE 160.415.7 | In the case of a proposed charter school that intends to contract with an education service provider for substantial educational services, management services, the request for proposals shall additionaly require the charter school applicant to: | |
| | (1) Provide evidence of the education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable; | |
| | (2) Provide a term sheet setting forth the proposed duration of the service contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the service provider; performance evaluation measures and time lines; compensation structure, including clear identification of al fees to be paid to the service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract; | |
| | (3) Disclose any known conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; | |
| | (4) Disclose and explain any termination or nonrenewal of contracts for equivalent services for any other charter school in the United States within the past five years; | |
| | (5) Ensure that the legal counsel for the charter school shall report directly to the charter school's governing board; and | |
| | (6) Provide a process to ensure that the expenditures that the educational service provider intends to bill to the charter school shall receive prior approval of the governing board or its designee. | |
| STATUTORY REFERENCE 160.415.8 | A charter school may enter into contracts with community partnerships and state agencies acting in collaboration with such partnerships that provide services to children and their families linked to the school. | |
| STATUTORY REFERENCE 160.415.9 | A charter school shall be eligible for transportation state aid pursuant to section 163.161 and shall be free to contract with the local district, or any other entity, for the provision of transportation to the students of the charter school | |
| STATUTORY REFERENCE 160.415.10 | (1) The proportionate share of state and federal resources generated by students with disabilities or staff serving them shall be paid in full to charter schools | |

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| | enrolling those students by their school district where such enrollment is through a contract for services described in this section. The proportionate share of money generated under other federal or state categorical aid programs shall be directed to charter schools serving such students eligible for that aid. | |
| | (2) A charter school shall provide the special services provided pursuant to section 162.705 and may provide the special services pursuant to a contract with a school district or any provider of such services. | |
| STATUTORY REFERENCE 160.415.11 | A charter school may not charge tuition, nor may it impose fees that a school district is prohibited from imposing. | |
| STATUTORY REFERENCE 160.415.12 | A charter school is authorized to incur debt in anticipation of receipt of funds. A charter school may also borrow to finance facilities and other capital items. A school district may incur bonded indebtedness or take other measures to provide for physical facilities and other capital items for charter schools that it sponsors or contracts with. Upon the dissolution of a charter school, any liabilities of the corporation will be satisfied through the procedures of chapter 355. The department of elementary and secondary education may withhold funding at a level the department determines to be adequate during a school's last year of operation until the department determines that school records, liabilities, and reporting requirements, including a full audit, are satisfied. | |
| STATUTORY REFERENCE 160.415.13 | Charter schools shall not have the power to acquire property by eminent domain | |
| STATUTORY REFERENCE 160.415.14 | The governing body of a charter school is authorized to accept grants, gifts or donations of any kind and to expend or use such grants, gifts or donations. A grant, gift or donation may not be accepted by the governing body if it is subject to any condition contrary to law applicable to the charter school or other public schools, or contrary to the terms of the charter. | |
| **STATUTORY REFERENCE 160.417** | **Financial stress, review of report information by charter school sponsor, when--criteria for financial stress** | |
| STATUTORY REFERENCE 160.417. 1. | By October 1, 2012, and by each October first thereafter, the sponsor of each charter school shall review the information submitted on the report required by section 162.821 to identify charter schools experiencing financial stress. The department of elementary and secondary education shall be authorized to obtain such additional information from a charter school as may be necessary to determine the financial condition of the charter school. Annualy, a listing of charter schools identified as experiencing financial stress according to the provisions of this section shall be provided to the governor, speaker of the house of representatives, and president pro tempore | |

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| | of the senate by the department of elementary and secondary education. | |
| STATUTORY REFERENCE 160.417. 2. | For the purposes of this section, a charter school shall be identified as experiencing financial stress if it: | |
| | (1) At the end of its most recently completed fiscal year: | |
| | (a) Has a negative balance in its operating funds; or | |
| | (b) Has a combined balance of less than three percent of the amount expended from such funds during the previous fiscal year; or | |
| | (2) For the most recently completed fiscal year expenditures, exceeded receipts for any of its funds because of recurring costs. | |
| STATUTORY REFERENCE 160.417. 3. | The sponsor shall notify by November first the governing board of the charter school identified as experiencing financial stress. Upon receiving the notification, the governing board shall develop, or cause to have developed, and shall approve a budget and education plan on forms provided by the sponsor. The budget and education plan shall be submitted to the sponsor, signed by the officers of the charter school, within forty-five calendar days of notification that the charter school has been identified as experiencing financial stress. Minimaly, the budget and education plan shall: | |
| | (1) Give assurances that adequate educational services to students of the charter school shall continue uninterrupted for the remainder of the current school year and that the charter school can provide the minimum number of school days and hours required by section 160.041; | |
| | (2) Outline a procedure to be followed by the charter school to report to charter school patrons about the financial condition of the charter school; and | |
| | (3) Detail the expenditure reduction measures, revenue increases, or other actions to be taken by the charter school to address its condition of financial stress. | |
| STATUTORY REFERENCE 160.417.4 | Upon receipt and following review of any budget and education plan, the sponsor may make suggestions to improve the plan. Nothing in sections 160.400 to 160.425 or section 167.349 shall exempt a charter school from submitting a budget and education plan to the sponsor according to the provisions of this section following each such notification that a charter school has been identified as experiencing financial stress, except that the sponsor may permit a charter school's governing board to make amendments to or update a budget and education plan previously submitted to the sponsor. | |
| STATUTORY REFERENCE 160.417.5 | The department may withhold any payment of financial aid otherwise due to the charter school until such time as the sponsor and the charter school have fully | |

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| | complied with this section. | |
| **STATUTORY REFERENCE 160.420** | **Employment provisions--school district personnel may accept charter school position and remain district employees, effect—non-certificated instructional personnel, employment, supervision.** | |
| STATUTORY REFERENCE 160.420.1 | Any school district in which charter schools may be established under sections 160.400 to 160.425 shall establish a uniform policy which provides that if a charter school offers to retain the services of an employee of a school district, and the employee accepts a position at the charter school, an employee at the employee's option may remain an employee of the district and the charter school shall pay to the district the district's full costs of salary and benefits provided to the employee. The district's policy shall provide that any teacher who accepts a position at a charter school and opts to remain an employee of the district retains such teacher's permanent teacher status and retains such teacher's seniority rights in the district for three years. The school district shall not be liable for any such employee's acts while an employee of the charter school. | |
| STATUTORY REFERENCE 160.420.2 | A charter school may employ non-certificated instructional personnel; provided that no more than twenty percent of the full-time equivalent instructional staff positions at the school are filled by non-certificated personnel. Al non-certificated instructional personnel shall be supervised by certificated instructional personnel. A charter school that has a foreign language immersion experience as its chief educational mission, as stated in its charter, shall not be subject to the twenty- percent requirement of this subsection but shall ensure that any teachers whose duties include instruction given in a foreign language have current valid credentials in the country in which such teacher received his or her training and shall remain subject to the remaining requirements of this subsection. The charter school shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties of the employee, and the charter school shall ensure that a criminal background check and family care safety registry check are conducted for each employee of the charter school prior to the hiring of the employee under the requirements of section 168.133. The charter school may not employ instructional personnel whose certificate of license to teach has been revoked or is currently suspended by the state board of education. Appropriate experience, training and skills of noncertificated instructional personnel shall be determined considering: | |
| | (1) Teaching certificates issued by another state or states; | |
| | (2) Certification by the National Board for | |

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| | Professional Teaching Standards; | |
| | (3) College degrees in the appropriate field; | |
| | (4) Evidence of technical training and competence when such is appropriate; and | |
| | (5) The level of supervision and coordination with certificated instructional staff. | |
| STATUTORY REFERENCE 160.420.3 | Personnel employed by the charter school shall participate in the retirement system of the school district in which the charter school is located, subject to the same terms, conditions, requirements and other provisions applicable to personnel employed by the school district. For purposes of participating in the retirement system, the charter school shall be considered to be a public school within the school district, and personnel employed by the charter school shall be public school employees. In the event of a lapse of the school district's corporate organization as described in subsections 1 and 4 of section 162.081, personnel employed by the charter school shall continue to participate in the retirement system and shall do so on the same terms, conditions, requirements and other provisions as they participated prior to the lapse. | |
| CODE OF STATE REGULATIONS | The Board agrees to be compliant with the requirements according to 5 CSR 20-100.260, [dealing with school closure) | |
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**ADDITIONAL STANDARDS REQUIRED BY THE UNIVERSITY OF MISSOURI-KANSAS CITY**

**Strength of the Governing Board:**

1. The members of this public charter school board are accessible to the school and reside a reasonable distance from this public charter school. (Exhibit# : Board Resumes)
2. The members of this public charter school board have received training related to their responsibilities.
3. This public charter school board is requesting the approval of UMKC Charter School Center to become a LEA.
4. This public charter school board has developed a comprehensive policy manual that meets all the changing requirements and needs of a Missouri LEA charter school. (Exhibit # : Board Policy Manual)
5. By February of each year, this public charter school board will submit proposed operational changes for the following school year to the UMKC Charter School Center for approval. When the school determines a need, mid-year charter changes may be submitted to Center for approval.
6. This charter board will provide the UMKC Charter School Center representative(s) time at a regular board meeting to review the results of school achievement and annual achievement targets that UMKC sets for the school.
7. The UMKC Charter School Center may place a school on probation which allows the charter school to make a plan to change methodology, leadership, or other factors to bring the school in compliance with the law or the requirements of UMKC.

**Support of UMKC Sponsored Activities:**

1. This public charter school will have the lead administrator, or another appropriate representative of the school, in attendance at 75% or more of the “Lead Administrator Meetings” called by the UMKC Charter School Center.
2. This public charter school will provide the UMKC Charter School Center the necessary information

and data to conduct research and make decisions to support and improve charter schools. It is understood that the UMKC Charter School Center will respect student privacy in all such matters.

3. This public charter school will have a student information system in place to provide DESE's information requirements and will provide the UMKC Charter School Center access to all information on DESE's MSDS portal. It is understood that the UMKC Charter School Center will respect student privacy in all such matters.
4. This public charter school has in place a computer-managed benchmark testing system for collecting and compiling test results and achievement data the correlate with the Missouri Show-Me Standards, Grade Level Expectations (K-8), and End-of-Course Objectives (high schools).
5. This public charter school uses information provided by the computer-managed system to interpret and analyze the equity, effectiveness, and efficiency of the curriculum and instructional methodology this public charter school uses.
6. This public charter school uses the interpretation and analysis of the benchmark data to determine if the curriculum or methodology needs to be adjusted at the school-level, grade-level, disaggregated subgroup-level, or individual student-level.

It is our understanding as a public charter school board that the following will serve as an agreement between this board of education and the UMKC CSC as required by statute 160.405.1(14) RSMo. This outlines the terms under which the UMKC CSC will exercise the center's responsibility to initiate revocation and/or renewal.

It should be noted that the performance standards for alternative and special purpose charter schools that target high-risk students shall be based on measures defined in the school's performance contract with the UMKC CSC.

**Intervention**
The UMKC CSC shall intervene in the operation of this charter school if contract violations or performance deficiencies based on the findings of the state board of education mandate if one or more of the following conditions exist:

1. The charter school provides a high school program which fails to maintain a graduation rate of at least seventy percent in three of the last four school years unless the school has dropout recovery as its mission;
2. The charter school's annual performance report results are below the district's annual performance report results based on the performance standards that are applicable to the grade level configuration of both the charter school and the district in which the charter school is located in three of the last four school years; and
3. The charter school is identified as a persistently lowest achieving school by the department of elementary and secondary education.

**Revocation**
The UMKC-CSC shall revoke a charter or take other appropriate remedial action, which may include placing the charter school on probationary status for no more than twelve months, provided that no more than one designation of probationary status shall be allowed for the duration of the charter contract, at any time if the charter school commits a serious breach of one or more provisions of its charter. or on any of the following grounds:

Clear evidence of underperformance as demonstrated in the charter schools annual performance report in three of the last four school years; or

a. A violation of the law or the public trust that imperils students or public funds.
b. Failure to meet the performance contract as set forth in its charter,
c. Failure to meet generally accepted standards of fiscal management,
d. Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.425 and 167.349 within forty-five days following receipt of written

notice requesting such information, or violation of law.

The UMKC CSC may place the charter school on probationary status to allow the implementation of a remedial plan, which may require a change of methodology, a change in leadership, or both, after which, if such plan is unsuccessful, the charter may be revoked.

**Non-Renewal:**
The UMKC CSC may non-renew charter schools the UMKC-CSC's renewal process of the charter school shall be based on the thorough analysis of a comprehensive body of objective evidence and consider if one or more of the following conditions exist:

1. The charter school has maintained results on its annual performance report that meet or exceed the district in which the charter school is located based on the performance standards that are applicable to the grade level configuration of both the charter school and the district in which the charter school is located in three of the last four school years;

2. The charter school is organizationally and fiscally viable determining at a minimum that the school does not have:

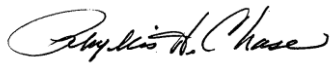
   a. A negative balance in its operating funds;
   b. A combined balance of less than three percent of the amount expended for such funds during the previous fiscal year; or
   c. Expenditures that exceed receipts for the most recently completed fiscal year;

The Brookside Charter School

_____
Public Charter School Name

The above statements were agreed to by this Public Charter School Board of Education at its meeting on _____ as reflected in the enclosed minutes.

_____
Charter School Board Authorized Signature Date



11-20-2017
_____
UMKC Authorized Representative's Signature Date

_____

Contact Information

| | | | |
|---|---|---|---|
| UMKC Charter School Center Office<br>5306 Holmes, Kansas City, Missouri 64110<br>(816) 235-6367 Fax (816) 235-6345 | | | |
| Dr. Phyllis A. Chase | Director of Charter Schools | chasep@umkc.edu | (816) 235-6344 |

BROOKSIDE
CHARTER SCHOOL

# HUMAN RESOURCES POLICIES 2017-18

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*These Human Resources Policies were enacted by Board vote on March 27, 2017. Policies adopted or revised thereafter will contain a notation of their effective dates.*

## Board Policy 3.01
## Initial Employment Procedures

SECTION 1. Authority to Employ

SECTION 1.1. The Superintendent is responsible for employing all Brookside Charter School ("Brookside Charter" or "School") staff members and for timely providing the Board reports on personnel changes.

SECTION 1.2. The Board shall approve the budget through which School personnel are compensated.

SECTION 2. Background Checks

SECTION 2.1. No person will be employed by the Superintendent until the School obtains a clear criminal record check as required the Missouri Department of Elementary and Secondary Education and a clear check of the Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services.

SECTION 2.2. To facilitate the criminal records check, as required in Mo. Rev. Stat. § 168.133, applicants must submit to a fingerprint-based background check pursuant to processes established by the Missouri Department of Secondary Education.

SECTION 2.3. School administration may conduct random criminal background checks after employment, subject to the Superintendent's approval.

SECTION 3. New Hire Documentation and Reporting

SECTION 3.1. All new hires shall be reported to the State of Missouri in accordance with Missouri law.

SECTION 3.2. All new employees shall complete a federal form I-9 to verify the employees' authorization to work in the United States, as well as a federal form W-4.

SECTION 4. Conflicts of Interest

SECTION 4.1. All employees have an obligation to avoid actual or potential conflicts of interest, as outlined in the Conflicts of Interest policy contained in the Employee Handbook.

SECTION 4.2. As outlined in the Employee Handbook, any actual or potential conflict of interest must be disclosed to the Superintendent as soon after its discovery as is practicable. Additionally, all School employees shall submit information annually concerning all affiliations with current and potential organizations and persons with which the School does or is likely to do business.

**Board Policy 3.02**
**Employee Handbook – Personnel Policy**

SECTION 1. Authority to Develop Personnel Policies

SECTION 1.1. The Board authorizes the Superintendent to establish policies and procedures concerning personnel issues and benefits.

SECTION 2. Employee Handbook

SECTION 2.1. Policies and procedures concerning personnel issues and benefits shall be set forth in the Brookside Charter Employee Handbook.

SECTION 2.2. The Employee Handbook shall be presented to the Board for review and approval, with such amendments as the Board deems appropriate, by the 15th day of August each year. Upon approval by the Board, the policies/procedures established in the Employee Handbook shall be the official policies of the School.

SECTION 2.3. The Employee Handbook shall address, among other topics that the Superintendent deems appropriate, the following:

(1) Attendance, Absences, and Working Hours;

(2) Paid Time Off;

(3) Other Leaves of Absence;

(4) Benefits and Insurance;

(5) Workers Compensation;

(6) Retirement Plans and Retirement Compensation;

(7) Employee Conflicts of Interest;

(8) Rules of Conduct and Disciplinary Procedures;

(9) Illegal Drug, Alcohol, and Tobacco Policies;

(10) Grievance and Complaint Procedures; and

(11) Performance Review/Evaluation Processes.

## Board Policy 3.03
### Equal Employment Opportunity

SECTION 1. Equal Employment Opportunity Status

SECTION 1.1. Brookside Charter is an Equal Employment Opportunity employer. This means that the School provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex, religion, age, national origin, disability, sexual orientation, gender identity, genetic information, veteran status, or any other characteristic protected by law.

SECTION 1.2. This Policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, termination, layoff, recall, transfer, leaves of absence, benefits, job-related training, and compensation.

SECTION 2. Employment Discrimination Prohibited

SECTION 2.1. Any employee who believes that he or she is the victim of discrimination in the terms or conditions of employment should bring the matter to the attention of the Superintendent.

SECTION 2.2. The School shall promptly investigate all complaints of employment discrimination and take appropriate corrective action if warranted.

SECTION 2.3. Any employee, regardless of position or title, whom the School or Board of Directors determines has subjected an individual to discrimination in violation of this Policy or the respective section of the Employee Handbook, shall be subject to discipline, up to and including termination of employment.

SECTION 3. Retaliation Prohibited

SECTION 3.1. Retaliation, including but not limited to discipline, reprisal, intimidation, or any other adverse action, against employees who make complaints or file grievances under this policy or who participate in an investigation of alleged discrimination is strictly prohibited.

SECTION 3.2. The School shall promptly investigate all complaints of retaliation in employment.

SECTION 3.3. Any employee who retaliates or takes any negative action toward another employee for reporting conduct or for raising a complaint, grievance, or claim under this Policy or the respective section of the Employee Handbook shall be subject to discipline, up to and including termination of employment.

**Board Policy 3.04**
**Anti-Harassment Policy**

SECTION 1. Harassment Prohibited

SECTION 1.1. Brookside Charter strictly prohibits and will not tolerate unlawful harassment against employees, students, or any other individuals with whom School employees interact because of those individuals' race; religion; creed; national origin; ancestry; gender; sexual orientation; sexual identity; age; physical or mental disability; citizenship; genetic information; past, current, or prospective service in the uniformed services; or any other characteristic protected under applicable federal, state, or local law.

SECTION 1.2. Any employee, regardless of position or title, whom the School or Board of Directors determines has subjected an individual to harassment in violation of this policy, will be subject to discipline, up to and including termination of employment.

**SECTION 2. Reporting Harassment**

SECTION 2.1. Any employee who believes that he or she has been subjected to any conduct that he or she believes violates this Policy, or witnesses any such conduct, shall promptly report the behavior as outlined in the Employee Handbook.

SECTION 2.2. The School shall investigate all complaints of harassment promptly and pursuant to procedures outlined in the Employee Handbook.

SECTION 3. Retaliation Prohibited

SECTION 3.1. Retaliation, including but not limited to any form of discipline, reprisal, intimidation, or other adverse action against employees for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations, is strictly prohibited.

SECTION 3.2. Any employee who retaliates or takes any negative action toward another employee for reporting conduct or for raising a complaint, grievance, or claim under this Policy or the respective section of the Employee Handbook shall be subject to discipline, up to and including termination of employment.

**Board Policy 3.05**
**Leaves of Absence**

SECTION 1. Types of Leave

SECTION 1.1. Brookside Charter provides Paid Time Off as set forth in the Employee Handbook.

SECTION 1.2. In addition to Paid Time Off, Brookside Charter shall provide for other leaves of absence, which may be available to employees under certain conditions, as prescribed in the Employee Handbook and applicable law. The types of leave are as follows:

(1) Bereavement Leave,

(2) Jury or Witness Leave,

(3) Military Leave, and

(4) Family and Medical Leave.

SECTION 2. Processes

SECTION 2.1. All leave shall be provided in accordance with and as prescribed by applicable law and the Employee Handbook.

SECTION 2.2. The prescribed amount of leave available to employees in each category referenced above, whether prescribed by law or as a non-mandatory benefit to School employees, shall be outlined in the Employee Handbook and approved by the Board in accordance with these Policies.

## Board Policy 3.06
### Drug, Alcohol, and Tobacco-Free Workplace

SECTION 1. Policy Statement

SECTION 1.1. It is the policy of Brookside School to create and maintain a safe and healthy workplace. Thus, the School prohibits and will not tolerate any alcohol or drug use that imperils the health and well-being of its employees or its students.

SECTION 2. Illicit Drug, Tobacco, and Alcohol Possession and Use Prohibited

SECTION 2.1. The School prohibits the use, being under the influence of, possession, sale, manufacture, and/or distribution of any of illegal drugs, alcohol, tobacco, and/or drug-related paraphernalia on the School's premises or while performing duties for the School while away from the School's premises, and/or during working hours.

SECTION 2.2. Compliance with this Policy is a condition of employment for qualified applicants and for continued employment of current employees.

SECTION 3. Authority to Develop Drug, Alcohol, and Tobacco-Related Policies

SECTION 3.1. The Board authorizes the Superintendent to develop other drug (illicit, over-the-counter, or prescription), tobacco, and alcohol-related policies/procedures as appropriate to maintain and promote a safe and healthy learning environment for all Brookside Charter students and staff.

SECTION 3.2. All personnel policies/procedures established pursuant to the authority designated in this Board Policy shall be outlined in the Employee Handbook.

**Board Policy 3.07**
**Reporting Child Abuse and Neglect**

SECTION 1. Reporting Child Abuse and Neglect Mandatory

SECTION 1.1. All School staff must comply with the State of Missouri child abuse and neglect law and the mandatory reporting of suspected neglect and/or abuse, as outlined in MO. REV. STAT. § 210.115.

SECTION 1.2. Any School official who knows or has reasonable cause to suspect that a child has been or may be subjected to abuse or neglect, or who observes a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, shall immediately report the information pursuant to the procedures outlined in the Employee Handbook.

SECTION 2. Interference and Retaliation Prohibited

SECTION 2.1. No supervisor, administrator, or School official to whom child abuse or neglect information is reported may impede or inhibit the reporting process.

SECTION 2.2. Retaliation, including but not limited to any adverse employment action, taken against any employee making a report in accordance with law or this Policy is strictly prohibited. Any employee engaging in such retaliatory acts toward someone reporting pursuant to this Policy or the Employee Handbook shall be subject to discipline, up to and including termination.

SECTION 3. Investigation Procedures

SECTION 3.1. All procedures and requirements for investigating and/or responding to allegations of child abuse or neglect shall be consistent with applicable law and as outlined in the Employee Handbook.

## Board Policy 3.08
### Conflict Resolution

SECTION 1. Conflict Resolution Policy Statement

SECTION 1.1. Brookside Charter strongly believes that problems are minimized by maintaining and utilizing open lines of communication. Problems are best resolved at a personal level and on an individual basis in an atmosphere of fairness and mutual trust, and the School is strongly committed to maintaining that atmosphere. It is the practice of the School to treat employees in as fair and impartial a manner as possible. The School strives to practice a feedback model whereby disputes, disagreements, and problems can be addressed and resolved directly before they erode staff culture and affect our ability to best serve students.

SECTION 2. Authority to Develop Policies/Procedures for Conflict Resolution

SECTION 1.1. Consistent with the Brookside Charter policy statement above, the Board authorizes the Superintendent to develop policies/procedures for addressing employee conflicts, which employees will be required to follow.

SECTION 1.23. All policies/procedures for conflict resolution established pursuant to the authority designated in this Policy shall be outlined in the Employee Handbook.

SECTION 3. Contents of Conflict Resolution Policies/Procedures

SECTION 3.1. The policies/procedures for conflict resolution established pursuant to the authority designated in this Policy and outlined in the Employee Handbook shall include multiple methods for conflict resolution including, but not limited to, face-to-face communication and formal grievances.

SECTION 3.2. Retaliation of any kind against an employee for asking questions, raising concerns, making complaints, or filing grievances is strictly prohibited. Any employee who retaliates or takes any negative action toward another employee for invoking rights under this Policy or the applicable section of the Employee Handbook shall be subject to discipline, up to and including termination of employment.

# BROOKSIDE CHARTER SCHOOL

## Federal Financial Internal Controls and Procedures Manual

Revised January 2017

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## FEDERAL FINANCIAL INTERNAL CONTROLS AND PROCEDURES

As a precondition to receiving federal funds, prospective recipients must have effective administrative and financial internal controls. As described in Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200 (OMB "Uniform Guidance") and the Compliance Supplement, school districts must have written procedures for certain components of grant administration. This Manual itemizes Brookside Charter School's ("Brookside Charter" or the "School") procedures for those components.

**District-Wide Elements.** The characteristics of internal control are presented in the context of the components of internal control discussed in *Internal Control -- Integrated Framework Principles©* (2013, COSO Report), published by the Committee of Sponsoring Organizations of the Treadway Commission. The COSO Report provides a framework for organizations to design, implement, and evaluate control that will facilitate compliance with the requirements of federal laws, regulations, and program compliance requirements. COSO also has published *Guidance on Monitoring Internal Control Systems©* (January 2009).[1] Statement on Auditing Standards No. 109 (SAS 109), *Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement©*, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) and a related AICPA audit guide, *Audit Guide, Assessing and Responding to Audit Risk in a Financial Statement Audit©*, incorporate the components of internal control presented in the COSO Report.

Characteristics of internal control relating to each of the five components of internal control that should reasonably assure compliance with the requirements of federal laws, regulations, and program compliance requirements. A description of the components of internal control and examples of characteristics common to the 12 types of compliance requirements are listed below. Objectives of the 12 types of compliance requirements follow this introduction.

### CONTROL ENVIRONMENT

**Control Environment** sets the tone of an organization influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.

- Sense of conducting operations ethically, as evidenced by board policies or other verbal or written directive.
- The Board of Education is responsible for engaging the auditor, receiving all reports and communications from the auditor, and ensuring that audit findings and recommendations are adequately addressed.
- Management's positive responsiveness to prior questioned costs and control recommendation.
- Management's respect for and adherence to program compliance requirements.
- Key managers' responsibilities clearly defined.
- Key managers have adequate knowledge and experience to discharge their responsibilities.
- Staff knowledgeable about compliance requirements and being given responsibility to communicate all instances of noncompliance to management.
- Management's commitment to competence ensures that staff receive adequate training to perform their duties.
- Management's support of adequate information and reporting system.

1 COSO materials were used with permission by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). All rights reserved.

## RISK ASSESSMENT

**Risk Assessment** is the entity's identification and analysis of risks relevant to achievement of its objectives, forming a basis for determining how the risks should be managed.

- Program managers and staff understand and have identified key compliance objectives.
- Organizational structure provides identification of risks of noncompliance:
    - Key managers have been given responsibility to identify and communicate changes.
    - Employees who require close supervision (e.g., inexperienced) are identified.
    - Management has identified and assessed complex operations, programs, or projects.
    - Management is aware of results of monitoring, audits, and reviews and considers related risk of noncompliance.
- Process established to implement changes in program objectives and procedures.

## CONTROL ACTIVITIES

Control activities are addressed in each compliance element area.

## INFORMATION AND COMMUNICATION

Information and Communication are the identification, capture, and exchange of information in a form and time frame that enable people to carry out their responsibilities.

- Accounting system provides for separate identification of federal and non-federal transactions and allocation of transactions applicable to both.
- Adequate source documentation exists to support amounts and items reported.
- Recordkeeping system is established to ensure that accounting records and documentation retained for the time period required by applicable requirements, and the provisions of laws, regulations, contracts, or grant agreements applicable to the program.
- Reports provided timely to managers for review and appropriate action.
- Accurate information is accessible to those who need it.
- Reconciliations and reviews ensure accuracy of reports.
- Established internal and external communication channels.
    - Staff meetings.
    - Bulletin boards.
    - Memos, circulation files, e-mail.
    - Surveys, suggestion box.
- Employees' duties and control responsibilities effectively communicated.
- Channels of communication for people to report suspected improprieties established.
- Actions taken as a result of communications received.
- Established channels of communication between the pass-through entity and sub recipients.

## MONITORING

Monitoring is a process that assesses the quality of internal control performance over time.

- Ongoing monitoring built-in through independent reconciliations, staff meeting feedback, supervisory review, and management review of reports.
- Periodic site visits performed at decentralized locations (including sub recipients if applicable) and checks performed to determine whether procedures are being followed as intended.
- Follow up on irregularities and deficiencies to determine the cause.

- Internal reviews are performed.
- Management meets with program monitors, auditors, and reviewers to evaluate the condition of the program and controls.
- The Board of Education reviews the results of all monitoring or audit reports and periodically assesses the adequacy of corrective action if needed.

## ACTIVITIES ALLOWED OR UNALLOWED AND ALLOWABLE COSTS/COST PRINCIPLE

### CONTROL OBJECTIVES

To provide reasonable assurance that federal awards are expended only for allowable activities and that the costs of goods and services charged to federal awards are allowable and in accordance with the applicable cost principles.

### CONTROL ACTIVITIES

- Accountability provided for charges and costs between Federal and non-Federal activities.
    - The board approved budget is reviewed periodically by the Superintendent. The federal grant application budgets are reviewed periodically by the Business Manager and the Superintendent.
- Process in place for timely updating of procedures for changes in activities allowed and cost principles.
    - The Superintendent and the Principal will review Compliance Supplement - 2 CFR Part 200 - Appendix XI annually by reviewing the Supplement for each of the grants that apply to the district that year.
- Computations checked for accuracy.
    - The allowable costs are recorded in the appropriate general ledger accounts and the accounting software is designed to ensure balances are mathematically accurate.
- Supporting documentation compared to list of allowable and unallowable expenditures.
    - Invoices or other requests for payment may be processed only upon approval of the Principal or Superintendent. The Business Manager reviews all expenditures prior to being submitted for reimbursement via the online payment request, by reviewing the allowability in the Supplement.
- Adjustments to unallowable costs made where appropriate and follow-up action taken to determine the cause.
    - Upon determination of an unallowable cost by the program director, the accounting department would recode the expenditure to an appropriate account. If the unallowable cost has been requested for reimbursement; notification to the pass-thru agency will be made by the program director.
- Adequate segregation of duties in review and authorization of costs.
    - All purchasing requests must be submitted to the Business Manager, Principal, or Assistant Principals. Requests must be approved and signed by the Principal or his or her designee. Upon receipt of the appropriate documentation from the Business Manager, and after the goods have been received, payment is processed in the School's financial system.
- Accountability for authorization is fixed in an individual who is knowledgeable of the requirements for determining activities allowed and allowable costs.
    - The Superintendent is the final authorization of reimbursement requests, federal budget reporting, and the final expenditure reports to be sent to the Missouri

Department of Elementary and Secondary Education using the EPeGs reporting system.

## CASH MANAGEMENT

### CONTROL OBJECTIVES

To provide reasonable assurance that the (1) drawdown of federal cash is only for immediate needs, (2) reimbursement is requested only after costs have been incurred, (3) States comply with applicable Treasury agreements, and (4) recipients limit payments to sub recipients to immediate cash needs.

### CONTROL ACTIVITIES

- Cash flow statements by program are prepared to determine essential cash flow needs.
    - Responsibility reports are generated monthly and reviewed by the Business Manager. The Business Manager monitors the timely requests for reimbursement of expenditures.
- The accounting system reports actual expenditures by date/period. Requests for funds from the Department of Elementary and Secondary Education must occur as to receive reimbursement clearly after the disbursement of the expenditures.
    - The School operates on strictly a reimbursement basis and accordingly the expenditures have been disbursed before reimbursement funds are received.
- Appropriate level of supervisory review of federal cash management activities.
    - The Business Manager initiates the paperwork required for federal grant expenditure reimbursement. Consideration is made for the timeliness of the request.
    - The Business Manager and Superintendent review the financial reports for allowability of expenditures and account codes usage. The Business Manager submits the reimbursement request to the Missouri Department of Elementary and Secondary Education in the EPeGs system.
    - The Board of Education reviews bills for payment and monthly financial statements.
- Written policy that provides:
    - Procedures for requesting federal reimbursements as close as is administratively possible to actual cash outlays and reimbursement only after costs have been incurred and distributed;
    - Monitoring of federal reimbursement activities; and
    - Repayment of excess interest earnings where required.
- The School operates on a reimbursement basis. The Business Manager monitors cash activities daily. Reimbursed expenditure receipts do not collect interest. Consideration of interest earnings are reviewed monthly.

## ELIGIBILITY

### CONTROL OBJECTIVES

To provide reasonable assurance that only eligible individuals and organizations receive assistance under Federal award programs, that sub awards are made only to eligible sub recipients, and that amounts provided to or on behalf of eligible individuals or groups of individuals were calculated in accordance with program requirements.

## CONTROL ACTIVITIES

- Written policies provide direction for making and documenting eligibility determinations.
  - The Superintendent, the Principal, and Business Manager will review Compliance Supplement - 2 CFR Part 200 - Appendix XI for each of the grants that apply to the School in any given year. Eligibility requirements for each grant will be considered and discussed with the program director to collectively design a plan to determine that only eligible individuals and organizations receive assistance under federal award programs. Eligibility determinations are documented on state and/or federal forms when provided. When no forms are available, the School will use internally developed forms for documentation.
- Procedures to calculate eligibility amounts consistent with program requirements.
  - The School does not have any grants where funds are given directly to individuals. The Superintendent will review Compliance Supplement - 2 CFR Part 200 - Appendix XI for each of the grants that apply to the School in any given year.
- Eligibility objectives and procedures clearly communicated to employees.
  - The Superintendent and Principal meet to review eligibility requirements for the various programs upon approval of the grants. The Administration will communicate with other School personnel to help them carry out program responsibilities.
- Authorized signatures (manual or electronic) on eligibility documents are periodically reviewed.
  - Authorized signatures are included on eligibility documents provided by the state or federal government when a signature line is included on the form.
- Adequate safeguards in place to ensure access to eligibility records (manual or electronic) limited to appropriate persons.
  - Eligibility records are maintained in the Business Manager's office or the applicable building office with access by a limited number of persons.
- Manual criteria checklists or automated process used in making eligibility determinations.
  - The School uses documents, forms, or templates provided by the state or federal governments when available. If no form is available, the School will develop its own form for documentation of eligibility.
- Process for periodic eligibility re-determinations in accordance with program requirements.
  - Eligibility for programs services is determined annually. The School will review Compliance Supplement - 2 CFR Part 200 - Appendix XI with respect to re-determination requirements.
- Verification of accuracy of information used in eligibility determinations.
  - The School will review Compliance Supplement - 2 CFR Part 200 - Appendix XI to itemize requirements for determining eligibility. Accuracy of such information is verified through independent third party verification. Such verification could include reviewing household paystubs, bank statements, utility bills, etc.
- Procedures to ensure the accuracy and completeness of data used to determine eligibility requirements.
  - The School will review Compliance Supplement - 2 CFR Part 200 - Appendix XI to itemize requirements for determining eligibility. Accuracy of such information is verified through independent third party verification.
- Process in place to ensure benefits were discontinued when eligibility requirements no longer met or period of eligibility expired.
  - Eligibility for programs services is determined annually. An individual is considered eligible for the program period of availability or the School's fiscal year, whichever is shorter. Accordingly, there would be no discontinuation of benefits during this period.

# EQUIPMENT AND REAL PROPERTY MANAGEMENT

## CONTROL OBJECTIVES

To provide reasonable assurance that proper records are maintained for equipment acquired with federal awards, equipment is adequately safeguarded and maintained, disposition or encumbrance of any equipment or real property is in accordance with federal requirements, and the federal awarding agency is appropriately compensated for its share of any property sold or converted to non-federal use.

## CONTROL ACTIVITIES

- Accurate records maintained on all acquisitions and dispositions of property acquired with federal awards.
    - The Business Manager maintains a detailed capital asset register with federal and non-federal asset purchases. Within the register is an identifier that indicates the funding source. This register is maintained periodically.
- Property tags are placed on equipment.
    - Property tags are placed on equipment purchased with federal funding by School support staff. These items can be traced back to the asset records through serial and/or model numbers and location. This process is maintained by the School program director and periodically reviewed.
- A physical inventory of equipment is periodically taken and compared to property records.
    - A physical inventory of equipment acquired under federal awards is conducted annually under the program director's supervision. Any differences between the physical inventory and the equipment records are resolved.
- Property records contain:
    - A description of the equipment
    - A serial number or other identification number
    - The cost of the equipment
    - Federal Award Identification Number (FAIN)
    - The funding source of equipment
    - Percentage of the cost paid with federal funds
    - Who holds the title to the equipment
    - The acquisition date
    - The location of the equipment (building/classroom/individual)
    - Use and condition of the equipment
    - Any ultimate disposition data including the date of disposal and sale price
- The Information Technology (IT) director and Facilities Director maintain these records. A physical inventory is conducted at least every two years.
- Procedures established to ensure that the federal awarding agency is appropriately reimbursed for dispositions of property acquired with federal awards.
- The Superintendent and Facilities Director review disposition of equipment acquired under federal awards with a current per unit fair market value of $5,000 or more to determine whether the awarding agency should be reimbursed for the appropriate federal share.
- Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.
- The Business Manager maintains the federal capital asset register while the Superintendent reviews the register annually. The Superintendent will authorize capital asset dispositions prior to removal from the register.

## MATCHING, LEVEL OF EFFORT, EARMARKING

### CONTROL OBJECTIVES

To provide reasonable assurance that matching, level of effort, or earmarking requirements are met using only allowable funds or costs which are properly calculated and valued.

### CONTROL ACTIVITIES

- Evidence obtained such as a certification from the donor, or other procedures performed to identify whether matching contributions:
  - Are from non-federal sources;
  - Involve federal funding, directly or indirectly; and
  - Were used for another federally-assisted program.

  Note: Generally, matching contributions must be from a non-federal source and may not involve federal funding or be used for another federally assisted program.
- The Superintendent, the Principal, and the Business Manager will follow the Compliance Supplement - 2 CFR Part 200 - Appendix XI. The School annual financial budgets are adopted including dollars needed for matching contributions for federal grants.
- Adequate review of monthly cost reports and adjusting entries.
- The Business Manager reviews responsibility reports for federal grants monthly. Expenditure reports are reviewed for allowable expenditures under grant requirements.

## PERIOD OF AVAILABILITY OF FEDERAL FUNDS

### CONTROL OBJECTIVES

To provide reasonable assurance that federal funds are used only during the authorized period of availability.

### CONTROL ACTIVITIES

- Accounting system prevents obligation or expenditure of federal funds outside of the period of availability.
  - The Business Manager reviews all grant applications approved by the awarding agency to identify the funding period. This information is communicated with program directors to promote consistent use of grant funds throughout the period of availability. The Business Manager reviews all expenditures to ensure they were incurred within the proper funding period.
- Review of disbursements by person knowledgeable of period of availability of funds.
  - The Business Manager reviews all expenditures to ensure they were incurred within the proper funding period.
- End of grant period cut-offs are met by such mechanisms as advising program managers of impending cut-off dates and review of expenditures just before and after cut-off date.
  - The Business Manager reviews all expenditures to ensure they were incurred within the proper funding period.
- Cancellation of unliquidated commitments at the end of the period of availability.
  - The Business Manager reviews open purchase orders within thirty days prior to the end of the period of availability. Open purchase orders are either paid (if goods have been received) or closed within that thirty-day period.
  -

## PROCUREMENT AND SUSPENSION AND DEBARMENT

### CONTROL OBJECTIVES

To provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, and that covered transactions (as defined in the suspension and debarment common rule) are not made with a debarred or suspended party.

### CONTROL ACTIVITIES

- Job descriptions or other means of defining tasks that comprise particular procurement jobs.
    - Job descriptions have been created for all positions and are available in all School building offices.
- Contractor's performance with the terms, conditions, and specifications of the contract is monitored and documented.
    - An independent third-party construction manager monitors contractor's performance and reports financial information monthly to the Facilities Director and the Superintendent. The construction manager also meets with subcontractors to review the projects' performance.
- Establish segregation of duties between employees responsible for contracting and accounts payable and cash disbursing.
    - The Board of Directors is responsible for approving the contracts based on bids received. The construction manager processes the contracts to each successful bidder. Upon receipt of progress billings, the construction manager bills the School monthly for all progress billings. The Business Manager processes billings for payment.
- Procurement actions appropriately documented in the procurement files.
    - All procurement is subject to the board approved purchasing guidelines. Orders over $1,500 require three written quotes. Formal sealed bids and board approval are required for orders over $10,000. Supporting documentation is maintained in accordance with the School's retention policy.
- The Facilities Director and Superintendent review procurement and contracting decisions for compliance with federal procurement policies.
    - The Facilities Director and Superintendent reviews RFPs, bid proposals, and/or quotes and the resulting purchase orders for compliance with federal regulations.
- Procedures established to verify that vendors providing goods and services under the award have not been suspended or debarred by the federal government.
    - The Business Manager and the Facilities Director perform a verification check for covered transactions by checking the Excluded Parties List System at www.sam.gov prior to contracting with a vendor exceeding $25,000.
- Official written policy for procurement and contracts establishing:
    - Contract files that document significant procurement history;
    - Methods of procurement, authorized including selection of contract type, contractor selection or rejection, and the basis of contract price;
    - Verification that procurements provide full and open competition;
    - Requirements for cost or price analysis, including for contract modifications;
    - Obtaining and reacting to suspension and debarment certifications; and
    - Other applicable requirements for procurements under federal awards are followed.
    - Refer to the School's procurement and purchasing policies.
- Official written policy for suspension and debarment that:

- Contains or references the federal requirements;
- Prohibits the award of a sub award, covered contract, or any other covered agreement for program administration, goods, services, or any other program purpose with any suspended or debarred party; and
- Requires staff to determine that entities receiving sub awards of any value and procurement contracts equal to or exceeding $25,000 and their principals are not suspended or debarred, and specifies the means that will be used to make that determination, i.e., checking the System for Award Management (Sam.gov); obtaining a certification; or inserting a clause in the agreement.
- See also Board Policy 2.08: Federal Fiscal Compliance and Board Policy 2.12: Purchasing Processes and Controls.

## PROGRAM INCOME

### CONTROL OBJECTIVES

To provide reasonable assurance that program income is correctly earned, recorded, and used in accordance with the program requirements.

### CONTROL ACTIVITIES

- Pricing and collection policies procedures clearly communicated to personnel responsible for program income.
- Mechanism in place to ensure that program income is properly recorded as earned and deposited in the bank as collected.
    - Monthly reconciliation of bank deposits by Business Manager.
- Policies and procedures provide for correct use of federal monies in accordance with federal program requirements. Policies and procedures are periodically reviewed by Superintendent and Principal.
- Program income is gross income received that is directly generated by the federally-funded project during the grant period. The School does not currently receive federally-funded grants for programs that generate program income.

## REPORTING

### CONTROL OBJECTIVES

To provide reasonable assurance that reports of federal awards submitted to the federal awarding agency or pass-through entity include all activity of the reporting period, are supported by underlying accounting or performance records, and are fairly presented in accordance with program requirements.

### CONTROL ACTIVITIES

This section incorporates reporting control activities for financial, performance, and special reporting, as applicable.

- Written policy exists that establishes responsibility and provides the procedures for periodic monitoring, verification, and reporting of program progress and accomplishments.
    - The Superintendent, the Principal, and Business Manager review the Compliance Supplement - 2 CFR Part 200 - Appendix XI for reporting requirements applicable to each grant. Responsibility reports are generated monthly and reviewed by the

program directors for accuracy of information and progress of the grant. The Business Manager is responsible for accumulating the necessary data for timely reporting.

- Tracking system which reminds staff when reports are due.
  - Deadlines for grant reporting are notated in the business office with support through the Department of Elementary and Secondary Education ePeGs.
- The general ledger or other reliable records are the basis for the reports.
  - Responsibility reports are generated monthly from the School's accounting system and reviewed by the Business Manager and Superintendent for accuracy of information and progress of the grant. Other reports, such as pupil accounting records, are reviewed by the Principal periodically for accuracy and completeness.
- Supervisory review of reports performed to assure accuracy and completeness of data and information included in the reports.
  - Responsibility reports are generated from the School's accounting system and reviewed by the Business Manager and the Superintendent for accuracy of information. The financial, performance, or special reports are prepared by the Business Manager based on the data from the responsibility reports.
- The required accounting method used is accrual.
  - The School uses the accrual basis of accounting.
  - The Superintendent, the Principal, and the Business Manager review the Compliance Supplement - 2 CFR Part 200 - Appendix XI for reporting requirements applicable to each grant and prepares the report based on the applicable accounting method.

## SUBRECIPIENT MONITORING

### CONTROL OBJECTIVES

To provide reasonable assurance that federal award information and compliance requirements are identified to subrecipients, subrecipient activities are monitored, subrecipient audit findings are resolved, and the impact of any subrecipient noncompliance on the pass-through entity is evaluated. Also, the pass-through entity should perform procedures to provide reasonable assurance that the subrecipient obtained required audits and takes appropriate corrective action on audit findings.

### CONTROL ACTIVITIES

- Identify to subrecipients the federal award information (e.g., CFDA title and number, award name, name of federal agency, amount of award) and applicable compliance requirements.
- Include in agreements with subrecipients the requirement to comply with the compliance requirements applicable to the federal program, including the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200.
- Subrecipients' compliance with audit requirements monitored using techniques such as the following:
  - Determining by inquiry and discussions whether subrecipient met thresholds requiring an audit under Compliance Supplement - 2 CFR Part 200;
  - If an audit is required, assuring that the subrecipient submits the report, report package or the documents required by Compliance Supplement - 2 CFR Part 200 and/or recipient's requirements; and
  - If a subrecipient was required to obtain an audit in accordance with Compliance Supplement - 2 CFR Part 200 but did not do so, following up with the subrecipient

until the audit is completed. Taking appropriate actions such as withholding further funding until the subrecipient meets the audit requirements.

- Subrecipients' compliance with federal program requirements monitored using such techniques as the following:
  - Issuing timely management decisions for audit and monitoring findings to inform the subrecipient whether the corrective action planned is acceptable;
  - Maintaining a system to track and follow-up on reported deficiencies related to programs funded by the recipient and ensure that timely corrective action is taken;
  - Regular contacts with subrecipients and appropriate inquiries concerning the federal program;
  - Reviewing subrecipient reports and following-up on areas of concern;
  - Monitoring subrecipient budgets;
  - Performing site visits to subrecipients to review financial and programmatic records and observe operations; and
  - Offering subrecipients technical assistance where needed.
- Official written policies and procedures exist establishing:
  - Communication of federal award requirements to subrecipients;
  - Responsibilities for monitoring subrecipients;
  - Process and procedures for monitoring;
  - Methodology for resolving findings of subrecipient noncompliance or weaknesses in internal control; and
  - Requirements for and processing of subrecipient audits, including appropriate adjustment of pass-through entity's accounts.

***Subrecipient monitoring applies when federally-funded grants are passed through, either in their entirety or in part, to a third party from the School. The School currently retains all federally-funded grants and does not pass any funds through to others. If the School chooses to pass through funding with future grants, the internal controls related to subrecipient monitoring will be designed and implemented at such time.***

## FINANCIAL MANAGEMENT SYSTEMS

The financial management system of the School must meet the following standards:

1. *Financial reporting*. Accurate, current, and complete disclosure of the financial results of financially-assisted activities must be made in accordance with the reporting requirements of the grant.
   a. See REPORTING section of this Manual.
2. *Accounting records*. Records adequately identify the source and application of funds provided for financially-assisted activities.
   a. Accounting is done by analyzing, recording, summarizing, and interpreting financial transactions of the School. The financial record system is adequate to provide financial and related operational information for all interested parties: the school board; the administration; the public; auditors; local, state, and federal authorities; and school employees. It is also designed to demand accuracy and a reasonable degree of internal control.
   b. Brookside Charter School uses Software Unlimited (SUI) Financial software for financial management of the School. The software provides applications that allow for the completion of the accounting and payroll processes necessary to remain compliant with applicable state and federal laws.
3. *Internal control*. Effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. The School must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

a. The School's internal controls over significant transaction streams are documented separately.

4. *Budget control.* Actual expenditures or outlays must be compared with budgeted amounts for each grant.
    a. The School's procedures for developing, approving, and amending the budget are documented separately.
    b. The Business Manager reviews the responsibility reports for each federal grant comparing actual to the federal approved budget to monitor grant progress.

## SUPPLIES

Materials and supplies are defined as tangible personal property other than equipment, costing less than $5,000 (based on the School's capitalization policy), or other lower threshold consistent with grantee policy. Materials and supplies that are necessary to carry out the project are allowable as prescribed in the governing cost principles. Title to supplies acquired under a grant or subgrant will vest, upon acquisition, with the grantee or subgrantee. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally-sponsored program or project, the grantee or subgrantee shall compensate the awarding agency for its share.

## PAYMENTS

This section prescribes the basic standard and the methods under which a federal agency will make payments to grantees and grantees will make payments to subgrantees and contractors.

(See CASH MANAGEMENT section of this Manual.)

***The School currently retains all federally-funded grants and does not pass any funds through to others. If the School chooses to pass funding through with future grants, the internal controls related to subrecipient monitoring will be drafted and implemented at such time.***

## PAYROLL

Compensation for personnel services includes all remuneration, paid currently, for services rendered during the period of performance under Federal awards, including but not necessarily limited to wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that they satisfy the specific requirements of this and other appendices under 2 CFR Part 225.

- The individual's total wage or salary is reasonable for the service rendered; i.e., it was consistent with wages or salaries paid for similar work in other activities of the School.
- The individual's employment conformed to local employment laws and regulations meeting federal merit system or other requirements, where applicable.
- The payroll charge is supported by documentation prescribed in 2 CFR Part 200.
- The payroll charge is supported by personnel activity reports (e.g., time and attendance records).
- Charges for leave, employee insurance, pension plans, etc., are reasonable and required by law, employee agreements, or an established policy of the School and are distributed equitably to federal programs and other activities.
- Charges for authorized absences such as annual leave, sick leave, holidays, court leave, military leave, and other similar benefits are allowable and are allocated equitably to all federal programs and other activities.

## FEDERAL TIMEKEEPING

Brookside Charter School performs the following to meet federal timekeeping requirements:

- A payroll time sheet is completed each payroll period by any employee whose wage is being funded by a federal grant source. This time sheet is reviewed and approved by the Principal.
- Any employee whose time is split between a federal grant and another funding source completes a Personnel Activity Report monthly indicating how much time was spent performing the functions funded by each source. This report is reviewed and approved by the Principal.
- Any employee whose time is funded by a federal source completes a Time Certification Form twice a year which is reviewed and approved by the Principal.
- Any employee who is providing instructional support services to students and is funded by a federal grant, completes a log of the students he or she has worked with and what type of instructional support was provided.

## CONFLICTS OF INTEREST/PECUNIARY INTERESTS

Brookside Charter School has approved policy that the Board of Education shall not knowingly enter into a contract with any supplier of goods and/or services under which any Board member, officer, employee, or agent of the school School has any pecuniary or beneficial interest either direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract.

Board members and school personnel shall not accept any gifts or favors from vendors which might, in any way, influence their recommendations on the eventual purchase of equipment, supplies or services.

Purchases made by the School do not show any favoritism toward any vendor. Each order is placed in accordance with the policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

## TRAINING FOR FEDERAL FINANCIAL INTERNAL CONTROLS AND PROCEDURES

All new employees will be given proper training for the procedures itemized in this Manual by existing, experienced staff members. The length of training is commensurate with the amount of prior experience of the new employee and will be adequate so he or she fully understands the financial procedures of the School. Employees will receive refresher training as needed.

## CONSEQUENCES OF COMPLIANCE FAILURES

All employees are instructed to follow the procedures contained herein. Any employee who does not follow these procedures as instructed will be disciplined in a progressive manner as itemized in the School's Employee Handbook and/or related Education Association contract agreements.

## RECEIPT OF HANDBOOK

I have received a copy of the Brookside Charter School Federal Financial Internal Controls and Procedures, and this handbook is the property of Brookside Charter School. I understand this handbook is designed to acquaint me with the current procedures in regards to federal programs. I understand that Brookside Charter School reserves the right to interpret, modify, or eliminate any of these procedures at any time. As a recipient of this handbook, I understand that I am responsible for knowing its contents and any updates.

_____
Employee Signature

_____ _____
Employee Printed Name Date

(This original signed document will be kept in the employee's personnel file until three years after leaving the School.)

BROOKSIDE
CHARTER SCHOOL

# Employee Handbook
# 2017-18

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# INTRODUCTION

## ABOUT THIS HANDBOOK

Welcome to Brookside Charter School (the "School"). This Employee Handbook ("Handbook") is designed to provide employees with information about working conditions, benefits, policies, rules, and procedures, as well as general guidelines for performance. Over time, circumstances may change; therefore, the School reserves the right to alter or amend these guidelines and policies at any time, or to deviate from or make exceptions to them in a particular instance.

Certified employees enter into written employment agreements with the School. Where the terms of those employment agreements differ from the terms of this Handbook, the terms of the employment agreement shall control. Where an employment agreement is silent, the terms of the Handbook shall control.

Nothing in this Handbook affects the School's ability to discipline employees, up to and including termination, as the School deems appropriate under the circumstances and in its discretion. Each and every policy contained in this Handbook can be changed or discontinued at any time, for any reason, or for no reason. No one other than the Board of Directors may change or discontinue any policy or policies contained in this Handbook. No statement or promise by anyone other than the Board of Directors may be interpreted or relied upon as a change in policy.

In addition to this Handbook, other Board-enacted policies, including the School's Emergency Action Plan, are available electronically on Brookside Charter's system.

## MISSION STATEMENT

We believe in our students and are committed to providing them with unlimited opportunities to learn and grow as leaders.

## VISION STATEMENT

The School is a *Leader in Me*™ School that teaches and implements the principles established in the 7 Habits of Highly Effective People©[1] to ensure that students feel empowered in their daily lives. Students are taught to be critical thinkers who are not afraid of failure, because they learn from their strengths and weaknesses. The School's caring staff creates a safe environment where learning is student centered. Educators collaborate to deliver quality instruction that drives academic excellence. Families work alongside School staff to prepare leaders for today's society.

## 8 ESSENTIALS: THE BROOKSIDE WAY

1. We are a *Leader in Me*™ School.

2. Instruction is student centered – students are actively involved in constructing their own knowledge.

3. Instruction is data-driven.

---

1 *Adapted from Stephen R. Covey's *The 7 Habits of Highly Effective People: Powerful Lessons in Personal Change*.

4. Instruction is literacy-based.

5. Curriculum is standards-based.

6. Leadership is shared within a collaborative culture.

7. Families are valued as integral partners.

8. Self-discipline is fostered through non-punitive, student-centered strategies.

## NATURE OF EMPLOYMENT

### AT-WILL EMPLOYMENT AND NOTICE

Employment with the School is voluntary and at-will. This means that School team members are free to resign at any time, with or without notice, and for any reason or no reason. This also means that School team members may be terminated at any time, with or without notice, and with or without cause, so long as the termination is not for an unlawful reason. Although team members may resign without notice, the School requests that, as a professional courtesy, team members submit written notice of resignation two weeks before the employment will end.

### BACKGROUND CHECKS

No person will be employed by the School until the School obtains a clear criminal record check as required the Missouri Department of Elementary and Secondary Education and a clear check of the Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services. School administration may conduct random criminal background checks after employment, subject to the Superintendent's approval.

### EMPLOYEE STATUS

The School categorizes the status of its employees in order to make distinctions in conditions of employment and to provide a better understanding of employment relationships with the School. Consultants or independent contractors of the School are not team members and, thus, are neither bound by nor have any rights pursuant to this Handbook or any Brookside policies governing School employees.

Employees are designated as either **full-time** or **part-time**. "Full-time employees" are those who work at least 40 hours each week. "Part-time employees" are those who work fewer than 40 hours each week.

If an employee averages 30 hours per week in a fiscal year, he/she is eligible to participate in the School's health insurance program. If an employee averages 25 hours per week in a fiscal year, he/she is eligible for retirement benefits. For more information on benefits, see Section IV of this Handbook.

Employees are designated as either **non-exempt** or **exempt**, in compliance with applicable federal and state law.

"Non-exempt employees" are those individuals who are subject to the wage and hour requirements of the Fair Labor Standards Act ("FLSA") and applicable state law. Non-exempt employees must be paid overtime for all time worked in excess of forty (40) hours in a workweek. Overtime pay is paid at a rate of one and one-half times the regular rate of pay.

"Exempt employees" are those individuals who are exempt from the wage and hour requirements of the FLSA and applicable state law. Exempt employees are not paid overtime for time worked in excess of forty (40) hours in a workweek. Exempt employees generally include, but are not limited to, individuals employed in a bona fide executive, administrative, or professional capacity, all as defined in the FLSA, the regulations promulgated thereunder, and applicable state law. Brookside teachers are also exempt employees, as provided under applicable law.

Employees are designated as either **classified** or **certified**. "Classified employees" are those individuals who work in positions that do not require certification. "Certified employees" are those individuals who work in positions that require certification(s), including individuals in faculty positions.

### EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The School is an Equal Employment Opportunity ("EEO") employer. This means that the School provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex, religion, age, national origin, disability, sexual orientation, gender identity, genetic information, veteran status, or any other characteristic protected by law. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, termination, layoff, recall, transfer, leaves of absence, benefits, job-related training, and compensation.

Any employee who believes that he or she is the victim of discrimination in the terms or conditions of employment should bring the matter to the attention of the Superintendent. All complaints of discrimination will be handled confidentially to the maximum extent possible. The School will promptly investigate all complaints and take appropriate corrective action if warranted. Any employee, regardless of position or title, whom the School or Board of Directors determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

The School is committed to enforcing this policy against all forms of discrimination. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report discriminatory conduct, the School may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Retaliation, including but not limited to discipline, reprisal, intimidation, or any other adverse action, against employees who make complaints or file grievances under this policy or who participate in an investigation of alleged discrimination is strictly prohibited. Any employee who retaliates or takes any negative action toward another employee for reporting conduct or for raising a complaint, grievance, or claim under this Section shall be subject to discipline, up to and including termination of employment.

### ANTI-HARASSMENT POLICY

The School strictly prohibits and does not tolerate unlawful harassment against employees, students, or any other individuals with whom School employees interact because of those individuals' race; religion; creed; national origin; ancestry; gender; sexual orientation; sexual identity; age; physical or mental disability; citizenship; genetic information; past, current, or prospective service in the uniformed services; or any other characteristic protected under applicable federal, state, or local law. Any employee, regardless of position or title, whom the School or Board of Directors determines has subjected an individual to harassment or retaliation

in violation of this policy, will be subject to discipline, up to and including termination of employment.

**Sexual Harassment**

All School employees are prohibited from harassing employees, students, or any other individuals with whom School employees interact based on those individuals' sex or gender (including pregnancy and status as a transgender or transsexual individual) and regardless of the harasser's sex or gender.

For purposes of this policy, sexual harassment means any harassment based on someone's sex or gender; includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender); and includes any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.
- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or offensive work environment.

The School will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances, threats, or requests for sexual favors);
- Physical (for example, assault or inappropriate physical contact); or
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated, whether at the workplace or at employer-sponsored events.

**Other Types of Harassment**

The School's anti-harassment policy applies equally to harassment based on an employee's race; religion; creed; national origin; ancestry; gender; sexual orientation; sexual identity; age; physical or mental disability; citizenship; genetic information; past, current, or prospective service in the uniformed services; or any other characteristic protected under applicable federal, state, or local law.

Such harassment includes but is not limited to the following:

- Verbal (e.g., epithets, derogatory statements, slurs, derogatory comments, threats, or jokes);
- Physical (e.g., assault or inappropriate physical contact); or
- Visual (e.g., displaying derogatory posters, cartoons, drawings, or making derogatory gestures)

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated, whether at the workplace or at employer-sponsored events.

### Complaint Procedure

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Principal or Superintendent, within ten (10) days of the offending conduct, or as soon thereafter as is practicable. If you have not received a satisfactory response to your report or a report that an investigation is underway within five (5) days after reporting any incident that you perceive to be harassment, please immediately contact the Superintendent, who will ensure that a prompt investigation is conducted. Although not mandatory, a Complaint Form is included with this Employee Handbook at Appendix A if you wish to use it.

Any complaint arising under this Section should be as detailed as possible, including the names of all individuals involved and any witnesses. The School will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate. Additionally, any manager or supervisor who observes harassing conduct must report the conduct to the Superintendent so that an investigation can be conducted and corrective action taken, if appropriate.

### No Retaliation

No one will be subject to, and the School prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations. The School is committed to enforcing this policy against all forms of harassment. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, the School may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

## IMMIGRATION LAW COMPLIANCE

The School is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the School within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Superintendent. Employees may raise questions or complaints about immigration law compliance without fear of retaliation.

## DISABILITY POLICY

It is the School's policy to comply with all applicable federal, state, and local laws concerning the treatment of individuals with disabilities. The School will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of the individual's physical or mental disability.

Any employee who has, or develops, a disability and feels he or she needs a reasonable accommodation to enable him or her to safely and efficiently perform some or all of the essential

functions of the employee's job should request assistance from the Superintendent, specifically, by submitting a request for reasonable accommodation. It is the employee's responsibility to request any reasonable accommodations that the employee believes may be medically necessary to allow him or her to perform one or more of the essential functions of the employee's job. Absent such a request, the School will not have the information needed or the ability to address any possible need for a reasonable accommodation. Once an employee requests a reasonable accommodation, the School will evaluate the employee's disability and the essential functions of the employee's position to determine if a reasonable accommodation can be made. If an employee's disability does not affect the employee's ability to perform his or her job duties, it is not necessary for the employee to inform any employee of the School of the disability.

Employees requesting a reasonable accommodation may be requested to provide medical information or to submit to a medical examination by a physician chosen by the School to assist the School in evaluating and accommodating a disability. It is the employee's responsibility to assure that his or her physician provides the necessary medical information to support the accommodation the employee is requesting.

The School also complies with the accessibility requirements under the Americans with Disabilities Act ("ADA") and provides the following to employees, students, and others:

- An ADA compliant restroom that is located in the front hall lobby of the elementary building and marked with appropriate signage;
- An elevator;
- Parking spaces designated for those displaying an appropriate disabled persons license plate and/or placard; and
- A ramp available at the School's main entrance.

**CONFLICTS OF INTEREST**

Employees have an obligation to avoid actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, or for a relative, as a result of the School's business dealings. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the School does business, but also when an employee or relative receives any gift or special consideration as a result of any transaction or business dealings involving the School. For purposes of this Section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she disclose the existence of any actual or potential conflict of interest to the Superintendent as soon as possible so that safeguards can be established to protect all parties.

The materials, products, designs, plans, ideas, and data of the School are the property of the school and should never be provided to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even if it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment.

An employee with an actual, potential, or perceived conflict of interest shall inform the Superintendent, who shall report the conflict to the Board. The employee at issue shall not be

involved with considering or evaluating the activity, unless the person has unique information or perspective requested by the Superintendent.

Each School employee also shall submit information annually concerning all affiliations with current and potential organizations and persons with which the School does or is likely to do business. Examples include, but are not limited to, organizations for which the employee or a relative is a director, officer, trustee, partner, employee, or agent; organizations in which the employee has a direct financial interest; or vendors, contractors, etc. the employee has contracted with individually on special terms. The employee is also responsible for updating this information by submitting a revised Conflict of Interest Form if circumstances change. (See Appendix B for Conflict of Interest Disclosure Statement.)

Finally, any educational work performed by a School employee for an organization other than the School, whether paid or unpaid, must be described in writing and submitted for approval to the Superintendent. Performing educational work without prior written approval by the Superintendent may result in corrective action at the discretion of the Superintendent.

### PERSONAL RELATIONSHIP POLICY

The School will accept and consider employment applications from individuals who have personal relationships with an employee. A "personal relationship" is defined as:

- A relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature;
- Close relatives such as, but not limited to, spouse, children or parents; or
- Members of the same household.

The School will not hire or transfer individuals with personal relationships into positions where one will directly supervise or be supervised by the other.

The School also will not place individuals in positions where they work with or have access to sensitive information regarding an individual with whom they have a personal relationship. This will help to prevent problems associated with security, supervision, and morale.

## WORK HOURS & COMPENSATION

### WORKWEEK AND BUSINESS HOURS

The School's normal business hours are Monday through Friday, from 7:30 a.m. to 4:30 p.m. For purposes of calculating work hours, the School's standard workweek is a seven-day period spanning from Sunday to Saturday. The Brookside Charter school calendar determines staff work days and the job description for the applicable position determines employee work hours.

### TIMEKEEPING FOR NON-EXEMPT EMPLOYEES

Non-exempt employees of the School are required to maintain a Weekly Log for timekeeping purposes. Using the Weekly Log, non-exempt employees must record the time they begin and end work, as well as the beginning and end of all uninterrupted breaks, including but not limited to lunch breaks. This is to ensure that the School has accurate time records and that employees are paid for all hours worked in a timely manner. Weekly Logs must be submitted via e-mail every week to the Business Manager.

Non-exempt employees must ensure that all work time is recorded accurately and that time records reflect all time actually worked. **Off-the-clock work is strictly prohibited for non-exempt employees.** All employees must also accurately record paid time off on their time records. Submission of inaccurate or incorrect time information is a severe offense and may be grounds for discipline, up to and including termination of employment. Recording another employee's time is also strictly prohibited and may result in disciplinary action, up to and including termination of employment.

### OVERTIME

Employees may occasionally be required to work beyond their normally scheduled hours. Exempt employees are not entitled to overtime compensation for any time worked beyond the normally scheduled hours and, instead, receive a salary that compensates them for all hours worked. Non-exempt employees are entitled to overtime pay at a rate of one and one-half times the regular rate of pay for all time worked beyond 40 hours in the standard workweek. Overtime pay is based on hours actually worked, and paid time off hours are not included in the hours worked for purposes of overtime calculations.

Non-exempt employees must obtain approval from the Superintendent in advance of working overtime. Failure to obtain prior approval may result in disciplinary action, though under no circumstances will an employee's overtime pay be denied because prior approval was not obtained.

### PAYROLL AND PAYDAY

Employees are paid monthly, on the last Friday of each month. Employees may choose to be paid by direct deposit or actual check. If payday falls on a School or bank holiday, funds will be deposited on the last business day preceding the holiday or weekend.

The School makes every effort to ensure employees are paid correctly. Employees should, however, review their pay stubs to ensure accuracy. If an employee believes that his/her wages have been subject to any improper deductions or do not accurately reflect all hours worked, the employee should report his or her concern to the Business Manager immediately upon receiving notice. Every report of improper, inadequate, or inaccurate payment will be fully investigated, with corrective action taken if necessary as soon as practicable. Retaliation against employees who report improper, inadequate, or inaccurate payments as outlined herein is strictly prohibited.

### PAYROLL DEDUCTIONS

Mandatory payroll deductions are regularly made for:

- Federal Income Tax Withholding;
- State Income Tax Withholding;
- Local Earnings Tax Withholding (if any);
- Social Security Withholding (including Medicare);
- Kansas City Public School Retirement System;
- Deductions required by court order; and/or
- Any other deductions required by state or federal law.

Voluntary deductions may be made for:

- Health Insurance;
- Vision Insurance;
- Dental Insurance;

- Life Insurance; and/or
- Flexible Spending Account.

### INCLEMENT WEATHER

The Superintendent determines whether the School will close for inclement weather. Once a decision is made, employees and families will be notified via voicemail, text, and e-mail. Non-exempt employees will not be paid for days when the school is closed for inclement weather.

### ATTENDANCE

Prompt and regular attendance is considered an essential function of every employee's job. The School depends on you to attend work on a regular and consistent basis. You must provide notice to the Superintendent of unplanned absences and tardiness prior to 7:00 a.m. each school day, including a satisfactory explanation of the reason for the absence or tardiness. Notifying a co-worker of an absence or tardiness or leaving a message regarding an absence or tardiness on the School's voicemail is not acceptable and does not qualify as proper notice under this Section. At its discretion, the School may require an employee to provide:

- Written verification from a treating physician that an employee's absence is due to the employee's illness.
- Verification of the family emergency, such as death, illness, or serious injury to a close relative that compels or requires a staff member's absence, as determined by the Superintendent.

Failure to provide appropriate notice of an absence or tardiness is grounds for disciplinary action, up to and including termination.

The most important times for everyone to be at school are the first and last month of school and the days before and after holidays and breaks, such as Labor Day, Thanksgiving, Winter Break, and calendar dates marked *CLOSED*. The school calendar is published sufficiently in advance for everyone to plan around these dates, and requests to use paid time off during these times generally will be denied. ***Unexcused absences during these critical times may result in discipline or a reduction of pay for the time absent except in the following circumstances:***

- Written verification from the treating physician that absence of a staff member is due to illness.
- A family emergency such as death, illness, or serious injury to a close family member that compels or requires a staff member's attendance. Verification of the family emergency will be determined by the Executive Director or Associate Superintendent.

Absenteeism or tardiness during the first and last month of school, the days before and after holiday breaks, and the days before and after any other scheduled school closing shall be considered in evaluating your job performance and may be grounds for disciplinary action, up to and including termination. For more information, see Section IV(E) addressing Paid Time Off.

### WAGE ATTACHMENTS AND GARNISHMENTS

Employees are expected to manage their personal financial commitments to avoid the inconvenience of wage attachments and garnishments for both the School and the employee. In the event situations arise in which a wage attachment or garnishment is ordered by an official state, local, or federal agency, the School will honor the garnishment or other wage attachment order and fulfill its obligations as required by law. The School will withhold from the employee's

compensation the administrative cost of the wage attachment or garnishment in accordance with applicable law.

## LEAVE TIME AND OTHER BENEFITS

The School currently offers a variety of fringe benefits to its employees. Some of these benefits are prescribed by law and others are voluntarily provided to enhance working conditions and other protection from hardship. As discussed above, if an employee averages 30 hours per week in a fiscal year, he/she is eligible to participate in the School's health insurance plan. If an employee averages 25 hours per week in a fiscal year, he/she is eligible for retirement benefits.

The School reserves the right to review, modify, and/or terminate any benefits offered to its employees at any time without prior notice, subject to applicable law. Specific information regarding eligibility for coverage and plan descriptions is provided to each employee who is eligible for coverage or participation. Benefits and eligibility are governed solely by terms of the applicable plan documents, and not by this Handbook or any Board-enacted policy. Any questions regarding benefits should be directed to the Superintendent.

### INSURANCE

The School currently offers the following insurance benefits to employees subject to the terms and conditions of applicable plan documents:

- Health insurance – 75% of the premium for an individual health plan is covered by Brookside; remaining balance is covered by the employee;
- Dental insurance – 100% employee paid;
- Vision insurance – 100% employee paid; and
- Life insurance – Brookside pays the premium for $50,000 in coverage; additional coverage is at the employee's expense.

Benefit plan specifics, including the employee's premium amounts and waiting periods for coverage, are described in materials provided by each plan. Contact the Business Manager with any questions concerning these insurance benefits.

### FLEXIBLE SPENDING ACCOUNT

School employees may participate in a flexible spending account for authorized medical or childcare expenses. See the plan documents or contact the Business Manager for additional information concerning this benefit.

### RETIREMENT PLAN

Full-time employees averaging 30 or more hours per week are required by law to participate in the Kansas City Public School Retirement System (KCPSRS). More information about KCPSRS is available at http://www.kcpsrs.org.

### HOLIDAYS

School holidays are listed on the Board-approved School calendar. During the school year, non-exempt employees receive pay for the listed holidays, but not the school break before and after listed. For example, during Winter break, non-exempt employees will be paid for Christmas Day and New Years' Day, not the entirety of Winter Break. Paid holidays are not considered time worked for overtime calculation purposes.

When a holiday falls on a Saturday, it will be observed on the previous Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

### PAID TIME OFF

Employees accrue seven (7) days (56 hours) of paid time off ("PTO") each year. PTO is earned as of the first day of each school year. In the event that accrued PTO is not used by the end of the school year, employees may carry over unused PTO to the next school year, up to a maximum of 40 days (320 hours).

PTO used is not counted as hours worked for the purpose of calculating overtime and will not accrue during periods of unpaid leave. Employees may not receive pay in lieu of PTO.

Employees shall e-mail all requests to use earned PTO to the Superintendent as far in advance as is practicable and, except in the event of an emergency, no later than two (2) weeks in advance of the first day that leave will be taken. PTO may not be used unless approved by the Superintendent, except that if an emergency prevents prior approval, the employee must seek approval to use earned PTO from the Superintendent as soon as practicable.

PTO may not be used during the first or last week of school, nor immediately before or after a holiday or professional development day during the school year. Requests for use of PTO during these timeframes will be denied absent extenuating circumstances. Additionally, if PTO is utilized during these timeframes due to unexpected illness, Brookside Charter may request medical documentation to support the use of PTO. Failure to provide such documentation, failure to report to work if a request for PTO is denied, or any other failure to follow the procedures outlined in this Section may result in loss of compensation. For more information, see Section III(G) concerning Attendance.

### WORKERS' COMPENSATION

In accordance with applicable law, the School carries workers' compensation insurance. This policy provides eligible employees medical expenses and weekly benefits for time lost because of work-related accident or illness. Employees who sustain an on-the-job injury should follow the procedures outlined in Section XII(D) of this Handbook concerning reporting work-related injuries. The School does not discriminate or retaliate against employees for having filed workers' compensation claims. Further details on workers' compensation are available upon request from the Business Manager.

### LEAVE OF ABSENCE

#### Bereavement Leave

In the event of a death in the immediate family, employees may take up to three (3) consecutive days of paid leave for the school days immediately preceding, following, or including the day of death. The employee shall be charged PTO for the leave permitted under this Section. Any request for additional bereavement leave time beyond that expressly permitted by this Section must be presented to and approved by the Superintendent.

For purposes of this Section, "immediate family" means the employee's spouse/domestic partner, parent, child, brother, or sister; the employee's spouse/domestic partner's parent, child, brother, or sister; the employee's child's spouse/domestic partner, grandparent, or grandchild.

### Jury or Witness Duty

It is an employee's civic duty as a citizen to report for jury duty whenever called. The School will not seek to have any employee excused from jury or witness duty except in extraordinary circumstances. For non-exempt employees, jury and witness duty leave is unpaid, unless they elect to use PTO. No employees, however, are required to use PTO for jury or witness leave. Exempt employees will be paid for jury or witness leave in accordance with applicable law.

Employees must notify the Superintendent immediately when they are called for jury or witness duty so that the School can schedule coverage for the employee. Employees should contact the Superintendent or office staff to inquire whether they are needed if their jury duty does not extend beyond noon in any given day. The School reserves the right to request a copy of the notice of jury or witness duty and certification of actual service on a jury or as a witness.

### Family and Medical Leave

The School provides leave according to the Family and Medical Leave Act ("FMLA"), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

For information or questions or concerns about FMLA leave, or for assistance in requesting leave, employees should contact the Superintendent at the earliest possible opportunity. Employees who believe they have been treated improperly or unfairly concerning the application or enforcement of this policy should contact the Superintendent immediately.

#### *Leave Eligibility*

To qualify for FMLA leave, you must (1) have worked for the School for at least twelve (12) months, though it need not be consecutive so long as breaks in service do not exceed seven (7) years; and (2) worked at least 1,250 hours in the twelve-month period immediately prior to the request for leave.

NOTE: If an employee takes paid sick leave, if available and allowed, for a condition that progresses into a serious health condition, defined below, and the employee then requests FMLA leave as provided under this policy, the School may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary FMLA qualifications.

#### *Leave Policy – Generally*

If eligible, an employee may take up to twelve (12) or twenty-six (26) weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While the employee is on FMLA leave, the School will maintain the employee's group health insurance coverage at the same level and under the same circumstances as when the employee was actively working, as explained more fully under the subsection below titled, *FMLA Leave and Use of Available Benefits*. Upon returning from approved FMLA leave, the employee has the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

#### *Types and Timing of Leave*

An employee may request FMLA leave for qualifying family or medical events. Eligible employees are entitled to a total of twelve (12) weeks of unpaid leave during a 12-month period, measured backward from the date the employee uses any leave under this policy. Leave may be taken for any of the following reasons:

- Birth of a child, and to care for that child. Leave for birth must be taken within one (1) year of the birth of the child.
- Placement with the employee of a child for adoption or foster care. Leave for adoption or foster care must be taken within one (1) year of the placement of the child.
- To care for a child, spouse, or parent having a serious health condition.
- To care for the employee's own serious health condition, which renders him/her unable to perform the functions of the job.
- For a "qualifying exigency" for an employee whose spouse, son, daughter, or parent (the military member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

An employee who is the spouse, son, daughter, parent, or next of kin to a covered service member is entitled to a total of twenty-six (26) weeks of unpaid leave during a single 12-month period (beginning on the date that an employee first takes leave under this provision) for the following reason:

- To care for a covered service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness ("military caregiver leave").

Because FMLA leave time is limited to a total of twelve (12) weeks per rolling year or up to twenty-six (26) weeks in a single year for military caregiver leave, an employee should coordinate his/her medical and family leave time if the employee plans to take both types of leave in the same 12-month period. Any employee who is eligible for and takes any period of family and medical leave will have that leave designated as family and medical leave and counted against his or her total allotment. Any employee who is eligible for and takes a portion of his or her twenty-six (26) weeks of military caregiver leave, but not the entire twenty-six (26) weeks, forfeits the remaining portion of the leave that is not used within one (1) year.

Spouses who are both employed by the School and eligible for FMLA leave may be limited to a:

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
  - for the birth of a son or daughter and in order to care for such son or daughter;
  - for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or
  - to care for an employee's parent with a serious health condition.

- Combined total of 26 weeks in a single 12-month period if the leave is either for:
  - military caregiver leave; or
  - a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

### *Notice of Leave*

To request FMLA leave, an employee must submit a written request to the Superintendent. An FMLA leave of absence request form is available from the Superintendent. Requests should be accompanied by proper certification (see below for more information).

When the employee's need for leave is foreseeable, he/she must give thirty (30) days advance notice before the leave is to begin or give notice as soon as practicable (within one (1) or two (2) business days of learning of the need for leave). Additionally, when foreseeable leave is planned for medical treatment, an employee should consult with the Superintendent and make a reasonable effort to schedule the treatment to avoid unduly disrupting the work operations.

When the need for leave is not foreseeable, an employee must give notice as soon as practicable. "As soon as practicable" generally means the same day the employee learns of the need for leave or on the next business day. Additionally, once the employee's leave begins, he or she must notify the School in writing every thirty (30) days regarding the status of his or her leave and intention to return to work at the end of the leave period.

All notices provided by employees pursuant to requests for FMLA leave must fully explain the reasons for leave to allow the School to determine whether the leave actually qualifies under the FMLA. If an employee refuses or fails to give reasons for requesting FMLA leave or refuses or fails to provide a certification, the School may deny leave until such information is provided.

### *Certification of Need for Leave*

If an employee requests leave because of his/her own or a covered relative's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from the Superintendent. When an employee requests leave, the School will notify the employee of the requirement for medical certification and when it is due (at least 15 days after the employee requests leave). If the employee provides at least 30 days' notice of medical leave, the employee should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The School, at its expense, may require an examination by a second health care provider designated by the School. If the second health care provider's opinion conflicts with the original medical certification, the School, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The School may require subsequent medical recertification. Failure to provide requested certification within fifteen (15) days, if such is practicable, may result in delay of further leave until it is provided.

The School also reserves the right to require certification from a covered military member's health care provider if an employee is requesting military caregiver leave and certification in connection with military exigency leave.

### *Reporting While on Leave*

If you take leave because of your own serious health condition or to care for a covered relative, you must contact the School as soon as is practicable if there is any change in the status of your condition that will affect your leave duration or your ability or intention to return to work.

### *Intermittent or Reduced Schedule Leave*

Employees may take FMLA leave on an "intermittent" or "reduced schedule" basis under certain circumstances. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than one continuous period of time. A "reduced schedule" reduces an employee's usual number of working hours per work week or work day. Employees needing intermittent or reduced leave are expected to schedule their leave so as not to disrupt School operations.

Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take intermittent leave or leave on a reduced work schedule basis if the employee's plan for leave is approved by the School. Where FMLA leave is taken to care for a sick family member, for the employee's own serious health condition, to care for a covered service member, or a qualifying exigency, leave may be taken intermittently or on a reduced schedule basis (assuming such leave is certified as medically necessary by a health care provider).

The School may, at its option, temporarily transfer an employee to an available alternative position with equivalent pay and benefits if he/she requests intermittent leave or a reduced work schedule and the need for leave is foreseeable based on planned medical treatment, provided the employee is qualified for that alternate position and it better accommodates recurring periods of leave than his or her regular position.

### *FMLA Leave and Use of Available Benefits*

FMLA leave is unpaid. During FMLA leave, however, employees must use all available PTO. Use of PTO will be counted against the employee's 12-week (or 26-week, if applicable) entitlement to leave under the FMLA. Unpaid leave will commence after PTO has been exhausted. Employees do not accrue PTO while on FMLA leave.

While an employee is on FMLA leave, the School will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work. If the School changes its health benefits during an employee's leave, the change will apply to the employee as if the employee were still on the job.

Employees are responsible for ensuring that their portion of health insurance premiums is paid, even while on unpaid leave. If the payment is more than thirty (30) days late, the employee's health coverage may be discontinued for the duration of the leave. Other accumulated benefits shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during such leave period.

If an employee does not return to work after the expiration of the leave, the employee may be required to reimburse the School for payments of health insurance premiums during the leave, unless the employee does not return because of a serious health condition that prevents the employee from performing the employee's job, or for other circumstances beyond the control of the employee.

Any applicable disability benefits such as workers' compensation leave will run concurrently with FMLA leave. The employee may then be required to substitute accrued PTO, as appropriate, during the remainder of his or her FMLA leave.

### *Returning From Leave*

To facilitate the return to work, the School asks that employees provide two (2) weeks' advance notification of their intended return date. Failure to do so may delay the return date. Employees must also provide a return-to-work certification from a health care provider.

Employees returning from FMLA leave will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. Employees have no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken the leave (e.g., if, due to economic or other business conditions, the employee would have lost his or her job regardless of whether the employee went on leave, the employee will not be entitled to reinstatement). Certain "key" employees, who are among the highest paid employees of the School might not be reinstated to any position. "Key" employees will be notified of their status when they apply for FMLA leave.

Failure to return timely from FMLA leave generally will be treated as a voluntary termination of employment.

If the School learns that an employee is not returning to work, the employee is no longer entitled to leave time, and the School no longer has an obligation to provide health benefits (except as provided under COBRA) or to restore the employee to work.

### Military Leave

The School recognizes that employees may need to be absent from work to serve in the U.S. military. The School provides military service leaves of absence to all regular full-time, part-time, and probationary employees in compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state laws.

#### *Procedures*

If an employee needs to take military service leave, he/she or an authorized military service officer should provide advance notice to the Superintendent. When possible, at least thirty (30) days' notice of the request for leave should be provided. If thirty (30) days' notice is not possible because of military necessity or for other reasons, as much advance notice as possible should be provided to the School.

Written notice is preferred, but not required. Where possible, employees should submit a copy of their military orders, training notice, or order to active duty, along with a Request for Leave of Absence Form, to the Superintendent.

#### *Eligibility Requirements*

Eligible Employees. All regular full-time, part-time, and probationary employees are eligible for military service leave if they are absent from work because of eligible military service. [Independent contractors and employees who were only employed for a brief, non-recurrent (one-time only) period before the start of military service are not eligible for leave under this policy.]

Eligible Military Service. For purposes of this policy, eligible military service means certain types of service (listed below) in the following branches of the U.S. military:

- Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), including the Reserves;
- National Guard, including the Army National Guard and Air National Guard, when the employee is engaged under federal authority in active duty for training, inactive duty training, or full-time National Guard duty;
- Commissioned corps of the Public Health Service; and
- Any other category of persons designated by the President in time of war or national emergency.

Eligible employees may take leave under this policy for the following types of military service:

- Active duty;
- Active duty for training;
- Initial active duty for training;
- Inactive duty training;
- Full-time National Guard duty;
- Submitting to an examination to determine your fitness for any of these services;
- Funeral honors duty performed by National Guard or Reserve members; and
- Service as an intermittent disaster response appointee of the National Disaster Medical System when employees are:

- activated under federal authority; or
- attending authorized training in support of a federal mission.

### *Compensation During Leave*

Military service leave is unpaid. Employees may use any or all of their accrued but unused PTO during their military service leave.

### *Benefits During Leave*

Individuals performing military duty of more than thirty (30) days may elect to continue employer sponsored health care for up to twenty-four (24) months; however, they may be required to pay the full premium. For military services of fewer than thirty-one (31) days, health care coverage is provided as if the service member had remained employed. Benefit accruals, such as PTO or holiday benefits, are suspended during military leave and will resume upon the employee's return to active employment.

### *Reemployment and Seniority*

Employees may be eligible for reemployment after their military service leave. Any employees who would like to return to work must report to work or submit an application for reemployment to the Superintendent, including their military discharge documentation, if available, as follows:

- If their military service was for less than 31 days, they must report to work on the first regularly scheduled workday that is at least eight hours after they return home from military service.
- If their military service was for 31 to 180 days, they must apply for reemployment within 14 days following completion of military service.
- If their military service was for more than 180 days, they must apply for reemployment within 90 days following completion of military service.

If any employees are unable to comply with this schedule through no fault of their own, or if they are injured or recovering from an injury, they should speak with the Superintendent as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Employees who do not report to work or apply for reemployment within the applicable timeframe will be subject to the School's policies concerning unexcused absences.

Nothing in this policy requires the School to reemploy individuals who are not eligible for reemployment rights under applicable law.

### *Discrimination and Retaliation Prohibited*

The School prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's membership in or obligation to perform service for any branch of the U.S. military. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment, or be subjected to any adverse employment action based on that person's membership in or service for any branch of the U.S. military. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law.

The School is committed to enforcing this policy against discrimination and retaliation. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately.

For any questions concerning the School's military leave policy, please contact the Superintendent.

## WORKPLACE CONDUCT

### COMMITMENT TO PROFESSIONALISM AND COURTESY

Employees greatly influence the image, positively or negatively, of the School in the community. Employees are expected to be professional and courteous towards students, families, and community members.

### PERSONAL APPEARANCE

Employees set an example for students and parents by their attire. Employees are expected to comply with the following personal appearance guidelines:

1. Employees are expected to be neat and clean in appearance and grooming. All employees must maintain a professional, business-like appearance.
2. Hair shall be clean and neatly groomed. Men's facial hair shall be neat, clean, and trimmed.
3. Good personal hygiene must be practiced at all times, including the regular use of deodorants and good oral hygiene.
4. Jewelry should be kept to a minimum. Body piercing ornaments, other than earrings, are prohibited.
5. The Administration reserves the right to require that inappropriate or otherwise distracting tattoos be covered during instructional time.
6. Employees may not wear suggestive or revealing attire.
7. Tights, leggings, or other types of hosiery must be worn with a fingertip-length or longer top or dress.
8. Kitchen crew and physical education teachers must wear clothing that is appropriate for daily tasks, including footwear that is appropriate and OSHA compliant.

Examples of <u>appropriate</u> attire are as follows: dressy t-shirts, polo/golf shirts, blouses, sport shirts; slacks and capris; skirts and dresses at or below finger tips; sweaters; dressy sweatshirts and/or sweatshirts with seasonal designs; and dressy sandals. Examples of <u>inappropriate</u> attire are as follows: shorts or skorts; miniskirts; hats in the building; flip-flops or other shoes that do not adequately cover the foot; frayed jeans; t-shirts with illustrations or messages; sheer clothing of any kind; and tank tops.

On Fridays, employees may wear jeans and Chiefs official shirts or Chiefs red and/or gold, Royals official shirts, Sporting KC official shirts, official college shirts, or "Brookside" apparel. Jeans must be tidy without holes or tears, as employees must appear professional at all times.

If in doubt about whether apparel complies with this policy, do not wear the apparel in question. Employees whose personal appearance does not comply with this policy will be sent home to change into appropriate dress and may have to use PTO for the time away from work. Failure to comply with this policy may also result in disciplinary action, up to and including termination of employment.

## ELECTRONIC SYSTEMS AND COMMUNICATIONS

The School provides some employees with access to one or more forms of electronic communications systems, including computers, telephones, mail systems, voicemail, e-mail, and the internet. The School encourages the use of these systems because they can increase efficiency and productivity and can provide valuable sources of information. Employees should remember, however, that electronic communications systems provided by the School are the School's property and are provided for business/school use.

### Systems Covered

This Section applies to all electronic communications systems, including but not limited to internet, e-mail, telephone, mail systems, voicemail, and other computer systems that are accessed on or from the School's premises, accessed using the School's computer equipment or via the School's paid access methods, or used in a manner that identifies an individual with the School.

### Prohibited Uses

The School's electronic communications systems shall not be used for any of the following purposes:

1. Sending through e-mail or posting to an internet or other site any threatening, discriminatory, or harassing messages or images in violation of the School's anti-discrimination, anti-harassment, and violence policies;
2. Engaging in any activity that is illegal under local, state, federal, or international law;
3. Using School-owned electronic communications systems, including the telephone, e-mail, and internet systems, for soliciting or promoting outside commercial ventures;
4. Downloading, generating, sending or otherwise transmitting, or viewing pornographic material;
5. Revealing your School account password(s) to others or allowing use of your School account by others, including, but not limited to, family and other household members if work is done at home;
6. Introducing offensive programs into the network or server (e.g., viruses, worms, e-mail bombs, Trojan horses, etc.);
7. Maliciously attempting to access any organization's computer systems without authorization (i.e., "hacking");
8. Excessive personal use or personal use that interferes with performance of job duties; and
9. Gaining access to another employee's file of computerized information, e-mail messages, or voicemail messages without permission.

### Personal Use of Electronic Communications Systems or Personal Devices

The School's electronic communications systems are provided for use by employees in the furtherance of the School's education goals and in the course and scope of their employment. Generally, the School forbids its employees from using the School's electronic communications systems for excessive personal purposes. The School, however, will allow its employees occasional, infrequent use of its electronic communications systems for personal communications so long as all communications comply with the School's policies and procedures and do not interfere with the employee's job performance. Employees are reminded that all such communications may be monitored and that employees have no expectation of privacy in those communications.

Telephones at the School are installed for school-related purposes. Use of the School telephones or personal cellular telephones during work hours for personal reasons disrupts the efficient administration of the School. Thus, personal calls (whether on a School telephone or personal cell phone) must be limited during school hours. If you must make a personal phone call, make the call as brief as possible, and try to schedule the call during your lunch or a break period.

Employees should also limit texting, e-mail, or any other use of personal cell phones during school hours unless absolutely necessary. Any employee who engages in excessive personal telephone calling, texting, e-mailing, or any other use of personal cell phones during business hours is subject to disciplinary action, up to and including termination. Employees are also strictly prohibited from photographing any student with their personal cell phones absent parental permission.

**E-Mail Communications**

The School provides employees with systems to send and receive e-mail. All e-mails sent or received over the School's systems are the property of the School, and employees have no expectation of privacy with respect to messages or files sent, received, or stored on the School's e-mail system. E-mail messages, like other types of correspondence and documents, can be accessed and read by authorized individuals.

All School e-mail is public domain. Thus, e-mail should not be used to communicate sensitive or confidential personal information including, but not limited to, information concerning student IEPs, student performance, or personal situations. Additionally, employees should anticipate that e-mail messages may be disclosed to or read by individuals other than the intended recipients since e-mails are easily forwarded, and human and system errors have the potential to cause inadvertent or accidental disclosures.

During the work week, employees are expected to check their School e-mail every 24 hours and reply to all e-mails requiring a response within 48 hours.

**Social Media**

The School recognizes the value of social media and other online communication tools for School purposes, such as connecting with students, families, and donors. "Social media," as used in this Handbook, includes all forms of electronic communication through which users share information, messages, and/or other content on the internet, including, but not limited to, communication through Facebook, Twitter, LinkedIn, YouTube, Pinterest, Google+, Tumblr, Instagram, and similar social media sites, as well as posting to a personal or third party's blog, online diary or journal, personal web site, or to a web bulletin board or a chat room, regardless of whether such a site has any direct connection with School.

Employees should recognize that they are personally responsible for the content they publish on social media sites. Employees may be subject to discipline for online commentary, content, or images that harass (as defined by the School's anti-harassment policy), threaten, and/or defame fellow employees, students, families, or anyone else.

In addition to the benefits of social media, however, use of social media also presents certain risks. Many School employees maintain personal/individual pages on social media sites and/or use other online communication tools to connect and communicate with others for personal purposes. Communications and postings on these social media sites are not private. Employees' online activities are accessible to the community at large; therefore, employees' online activities should be consistent with the School's mission and values.

In order to protect the School's legitimate interests and confidential information, the School has established the following guidelines regarding employee use of social media both during and outside work hours:

- Use of social media on School electronic communications systems, as that term is defined in the School's Internet, E-mail, and Computer Usage Policy, during work time is generally inappropriate unless the use is for legitimate, pre-approved School business.
- Posting pictures of students on personal social media site violates the privacy of the children and is strictly prohibited. Exceptions may be made for official School sites with parental permission.
- Posting disrespectful and/or unprofessional comments regarding School students or families is prohibited.
- Copyright, trademark, and similar laws must be respected, and employees are prohibited from infringing on the School's logos, trademarks, and other intellectual property.
- If an employee uses the School name in social media communications/postings, the employee must also communicate consistently with the School's values and mission while also making it clear that the employee speaks for him- or herself and not on behalf of the School.
- Under no circumstances may someone officially present views or positions of the School unless they have been formally authorized to do so by the School Superintendent. If contacted for information or an interview, any employee should refer the inquirer to the School Superintendent.
- If an employee posts an endorsement of the School, the employee must also disclose his or her employment relationship with the School.
- Employees are prohibited from using the "Brookside" name or any of its iterations, brands, programs, or marks as part of their social media usernames, handles, background designs, or other name and identification of personal social media accounts.

Nothing in this Section V(B) should be construed to limit any employee's right to discuss terms and conditions of employment or prohibit any employee from engaging in concerted activity as that term is defined in Section 7 of the National Labor Relations Act.

**Software and Copyright Issues**

To protect the integrity and functionality of School equipment, employees are prohibited from downloading or copying any software or programs onto any School equipment without prior approval of the School Superintendent or his/her designee. License agreements relating to any software, whether individually owned or owned by the School, will be strictly followed.

Any student or employee desiring to reproduce or store information of any sort downloaded from the internet should contact the Superintendent or his/her designee to determine whether the intended use is permissible. Copyright laws are very complex and can apply even to information that appears to be freely available for any use. No copyrighted material will be copied illegally onto or transmitted through the School's equipment.

Teachers and staff must also make judicious use of appropriate printed materials, sound recordings, and electronic programs in the curriculum, while being mindful that Federal law, applicable to public schools, protects authors and composers from the unauthorized use of their copyrighted work. Employees are prohibited from copying or reproducing on disk or paper, by use of School equipment or any other means, materials for which the person reproducing or the

School does not own the copyright, unless the written permission of the copyright owner has been obtained, or unless the activity is within some of the limited exceptions to the copyright laws.

When using electronic or printed materials created by others, employees should follow these best practices:

- Respect copyright and fair use guidelines. For more information, see http://www.copyright.gov/fls/fl102.html.
- Hyperlink to outside sources where possible. Do not plagiarize and give credit where it is due. Re-post photos, videos, poems, music, text, artwork, or other copyrightable material only if the creator of the materials is identified to the extent reasonably possible.
- When hyperlinking to other sites and media, be sure that the content to which links are included is appropriate and consistent with these guidelines.
- Be aware that photographs taken by professional photographers cannot be scanned and used on the internet without the photographer's permission — even if they are photos of you and you paid for them. To post photos, you must own the digital right to the photo.

**Maintaining Security**

Employees must adhere to established procedures for the security of the School's electronic information systems and electronic information, including securing account passwords and not bypassing security controls. Employees are prohibited from divulging their login information or password to anyone outside of the School. Employees will be held responsible for all use or misuse of their accounts and for cooperating with any reasonable security investigation conducted by the School.

The use of unauthorized codes or passwords, or use of any other means to gain access to another's computer accounts, e-mail, or voicemail communication, or any other confidential information regarding the School or its members, is strictly prohibited. Unauthorized access to confidential information (electronic or otherwise) is strictly prohibited. Sending a message using someone else's password or initials is also prohibited.

**No Expectation of Privacy and the School's Right to Monitor**

The computers, software, hardware, internet access, telephones, e-mail, and voicemail systems that the School provides to its employees are School property. The School reserves the right to monitor, access, inspect, disclose, and retain copies and transcripts of all computerized information, internet use, and messages sent or received over the School's electronic communications systems to the extent necessary to ensure that electronic communications systems are being used in compliance with the law, this policy, and other School rules, or for any other School-related purpose. Employees have no reasonable expectation of privacy in any of their electronic communications conducted on School property, during School hours, or on School equipment and should assume that the electronic communications are not private.

**Policy Violations**

Any violation of this Section may result in discipline, up to and including termination of employment.

### ELECTRONIC COMMUNICATIONS WITH STUDENTS AND FAMILIES

Communications with enrolled or prospective students and families at the School should only take place at the school during school hours, during school-sanctioned meetings or events, via telephone to assist with homework, or via telephone or School e-mail accounts to address any student-specific needs with a parent or guardian.

School staff should not engage with students or their families through any of the following methods:

- Social networking sites;
- Staff members' personal e-mail accounts;
- Texting;
- Blogging;
- Podcasting; or
- Other online postings.

If during any form of communication, a School staff member learns that a student is in a situation requiring emergency assistance or professional help, the teacher should contact 911 and notify the Principal immediately following the call. (For guidance on reporting suspected or actual child abuse/neglect, see Board Policy 2.100 and Section XI(C) of this Employee Manual.)

### INQUIRIES FROM PARENTS OR STUDENTS

Any requests by a parent or guardian for health or other personal information about a student must be directed to the Administration, and the Administration must approve any written response to such a request.

### INQUIRIES FROM THE PUBLIC OR THE MEDIA

Any questions, requests, or solicitations from the public or from any media source should be referred to the Superintendent or his/her designee. School staff should not provide any information, comments, or feedback to the public or media regarding the School at any time unless directed to do so by the Superintendent. All press releases and other promotional material must be approved by the Superintendent prior to dissemination.

### DRUG AND ALCOHOL USE

It is the policy of Brookside School to create and maintain a safe and healthy workplace. Thus, the School will not tolerate any alcohol or drug use that imperils the health and well-being of its employees or its students. This Section applies to the following substances or types of substances: any illegally or unlawfully obtained drugs or controlled substances; "designer" or synthetic drugs; "over the counter" or prescribed medications not being used for the purposes or in the manner intended; any mood or mind-altering substances; and alcoholic or intoxicating beverages (collectively, "Prohibited Substances").

#### Drug and Alcohol Possession and Use Prohibited

The School prohibits the use, being under the influence of, possession, sale, manufacture, and/or distribution of any of Prohibited Substances and/or drug-related paraphernalia on the School's premises or while performing duties for the School while away from the School's premises, and/or during working hours. Compliance with this policy will be required by the School as a condition of employment for qualified applicants or for continued employment of current employees.

### Use of Legal and Prescription Drugs Authorized by a Physician

Certain legal and prescription drugs can produce changes in persons that might indicate intoxication or illegal drug use. Employees may continue to work for the School while taking prescription drugs at the direction of a doctor for the treatment of an illness or non-prescription drugs used for the purposes and in the manner intended, provided the medication does not adversely affect the employee's ability to perform his/her work in a safe and efficient manner. Each employee is responsible for being aware of and following all cautions associated with the use of prescription or non-prescription drugs. If any prescription or non-prescription drugs being taken by an employee has side effects that could affect the employee's job performance, the employee must advise the Superintendent of the drug being taken and the potential side effects. The School has the right to determine whether an employee who is receiving legal medication should be allowed to continue working during his or her treatment where there may be safety and/or job performance issues arising from certain legal drug use.

### Conviction or Probation under a Criminal Drug Law

Employees must notify the Superintendent within five (5) days of any conviction or entry of a guilty plea resulting in incarceration or probation under any criminal drug statute, law, regulation, or ordinance. Failure to report a conviction or guilty plea may result in disciplinary action, up to and including termination of employment.

### Testing

The School may require alcohol and drug testing of employees whenever:

- The School reasonably suspects that an employee's work performance or on-the-job behavior may be or may have been affected in any way by alcohol or drugs or that an employee has otherwise violated this policy;
- An employee has a prohibited substance in his or her possession (actual or constructive) while on the School's premises or while performing work duties for School; or
- An employee has experienced an on-the-job injury or accident or is involved in an incident that the School has reason to belief may have resulted from impairment due to drug or alcohol use.

### Off-the-Job Illegal Drug Use, Possession, Sale, or Other Activity

Off-the-job illegal drug use, possession, sale, or other such activity could adversely affect an employee's job performance, jeopardize the safety of other employees, and jeopardize the School's property and reputation, as well as endanger students and the general public. Accordingly, such off-the-job conduct or activity may be deemed to violate this Section and could result in disciplinary action against the employee, up to and including termination. In deciding the appropriate disciplinary action to take in regard to such off-the-job drug use, possession, sale, or other activity, the School will consider the nature of the activity charged, the potential impact to student safety, the employee's complete record with the School, and any other factors the School deems relevant to protect the School's operations.

### Workplace Searches and Inspections

To help ensure a safe and healthy work environment and to accomplish the objectives of this policy, the School reserves the right to condition entry upon the School's premises, including any parking areas and all grounds and work areas to which the School's employees are assigned, upon the School's right to search the person and personal property of any entrant before entry or

at any time while on the premises or in work areas, for illegal and unauthorized drugs, drug paraphernalia, controlled substances, alcoholic beverages, and unauthorized weapons. Such searches may include but are not limited to automobiles, lunches, briefcases and purses, desks, or other property under the control of the employee. Refusal to permit a search may subject an employee to immediate discipline up to and including termination. Searches and inspections will be performed with concern for the individual's privacy, dignity, and confidentiality to the extent possible, and will otherwise comply with all law governing such searches. Illegal substances, drugs, and other prohibited items discovered during any search or and inspection taken pursuant to this Section may result in notification to law enforcement authorities consistent with the law.

**Penalties**

Failure to comply with the provisions of this Section will be grounds for disciplinary action, up to and including immediate termination. Employees discharged for violating this Section are guilty of misconduct and may be disqualified from receiving unemployment benefits. Employees injured on-the-job while intoxicated or under the influence of drugs may be denied workers' compensation benefits or have their benefits reduced in accordance with applicable state law.

### TOBACCO-FREE WORKPLACE

To promote the health and safety of all students and staff, and to promote the cleanliness of school property, the School prohibits all employees, students, and patrons from smoking or using tobacco products in all school facilities, on school transportation, and on all school grounds at all times. This prohibition extends to all facilities the school owns, contracts for, or leases to provide educational services, routine health care, daycare, or early childhood development services to children, as well as facilities in which services are not provided to children. Students who possess or use tobacco products on school grounds, school transportation or at school activities will be disciplined in accordance with school policy. Employees should promptly report any student's violation of the tobacco use prohibition to the Superintendent.

Any employee's violation of this Section may result in disciplinary action, up to and including termination of employment.

### STUDENT TRANSPORTATION

All School employees are strictly prohibited from transporting School students in the employees' personal vehicles or any other mode of transportation operated by the employee. In an emergency situation wherein a student is in immediate danger, a School employee may transport the endangered student so long as (1) there are at least 2 School employees in the child's presence at all times, (2) School staff have made at least 4 attempts to contact the student's parents (and any emergency contacts listed in the student's educational records) to arrange other transportation, and (3) at least 2 School employees ride in the transporting vehicle, including the driver.

### RULES OF CONDUCT AND DISCIPLINARY PROCEDURES

The School employees are expected to abide by the standards of work and conduct established for their respective positions, and to behave in a professional manner toward the School's employees, visitors, and the administration. To that end, the following rules of conduct shall apply to all employees, and the violation of these rules may result in disciplinary action, up to and including immediate termination of employment. The list is not exhaustive and is subject to change at any time without notice.

The enumeration of the following prohibitions on workplace conduct should not be taken as limiting the School's discretion to dismiss employees for reasons not enumerated. Nothing in this Section affects the School's ability to discipline employees, up to and including termination of employment, as the School deems appropriate under the circumstances and in its discretion.

School employees are strictly prohibited from engaging in any of the following behaviors:

1. Use, possession, or sale of intoxicants or illegal drugs by an employee while on duty or reporting to work while under the influence of alcohol, narcotics, or other drugs;
2. Use, possession, or sale of illegal drugs or legal drugs for an unlawful or prohibited purpose while not on duty;
3. Stealing, regardless of amount or value, while on duty or off duty;
4. Unauthorized possession of, removal of, or attempt to remove property that belongs to the School or employees;
5. Carrying, displaying, or using a weapon on School premises or at a School-related function;
6. Dishonesty concerning School or work-related matters, including falsification of employment application or other records kept in the normal course of business and falsely making claims of injury (regardless of when discovered);
7. Unauthorized alteration of the School documents, forms, or memoranda;
8. Sleeping or failing to remain alert while on duty, or failure to report to the Superintendent any condition or circumstances that may affect alertness and/or performance;
9. Assaulting a supervisor, fellow employee, guest, or other visitor;
10. Insubordination or disrespect toward supervisors;
11. Recording time for someone else;
12. Committing any serious violation of the law that may reflect adversely upon the School;
13. Destroying property while on duty or at a School-related function;
14. Engaging in harassment or discrimination of any kind;
15. Refusing to cooperate in an investigation by the School, including refusal to take a drug, alcohol, or medical test when requested to do so;
16. Horseplay or any other infraction that could cause harm to another person or property;
17. Job abandonment (i.e., leaving the work site while on duty);
18. Breach of confidentiality concerning any School student or employee;
19. Use of the School's name for personal reasons;
20. Abuse or misuse of the School telephones at any time or personal cell phones during work hours;
21. Smoking or tobacco use on School property or at a School-related function;
22. Use of profanity while on duty, at a School-related function, or in any manner that reflects negatively on the School;
23. Failing to wear neat, clean, or appropriate attire;
24. Failing to maintain good personal hygiene and personal care practices while working;
25. Inadequate work performance, inattention to duties, or carelessness in the performance of work;
26. Solicitation of any kind during the working time of the solicitor or the person being solicited;
27. Loitering while on duty;
28. Excessive absences or absenteeism or overstaying approved leaves;
29. Failing to properly notify the Superintendent of an anticipated tardiness, absence, or leave;
30. Discourteous, unprofessional, or abusive treatment of co-workers or others having business with the School;

31. Fighting, bickering, and/or failure to maintain harmonious relationships with co-workers and supervisors; or
32. Misuse or abuse of School property.

In no instance are the above examples to be considered all-inclusive regarding disciplinary action. The School will evaluate each event individually and, where possible, will consider the employee's employment history before making a final disciplinary decision. In most instances, disciplinary actions will include a verbal warning, written warning, probation, suspension with or without pay, and immediate termination of employment. The School, however, reserves the right to terminate without giving any warnings. Immediate termination may be based upon facts including but not limited to the severity of the violation, danger to other employees or administration, loss of business, legal or public relations impact upon the School, and any other factors the School deems relevant.

The School administers a fair and consistent corrective action for unsatisfactory conduct. It is important that all employees are treated fairly and that corrective actions are prompt, consistent, and impartial. The major purpose of a corrective action is to correct a problem, prevent it from happening again, and coach the employee toward satisfactory performance in the future. In that regard and although employment is based on mutual consent and both employees and the school have the right to terminate employment at will, with or without cause or advance notice, the school may use progressive corrective action at its discretion.

Corrective action may include any of the following: 1) verbal warning, 2) written warning, 3) suspension with or without pay, or 4) termination of employment. When deciding which step to take, supervisors and the Superintendent will consider the severity of the offense, what actions are necessary to change the behavior, any prior performance concerns, and knowledge of the School's policies, among other things.

### TERMINATION OF EMPLOYMENT

Employment with the School is at-will. Consequently, the School may terminate any employee at any time, with or without notice, and with or without cause, so long as the termination is not for an unlawful reason.

Upon termination of employment, certain health benefits may be continued at the employee's expense, if he/she chooses. Employees will be notified, in writing, of the benefits that may be continued upon termination and of the terms, conditions, and limitations of such continuance.

### EXIT INTERVIEWS AND PROCEDURES

Employees leaving the School are to contact the Superintendent to obtain instructions on completing an exit interview. Separating employees are asked to provide the School with a forwarding address and phone number. **All School keys, books, property, and equipment must be returned upon separation from employment. The School may withhold the cost of any item not returned from the employee's final paycheck.**

## JOB EXPECTATIONS AND PERFORMANCE

### GENERAL EMPLOYEE PERFORMANCE EXPECTATIONS

All employees are expected to meet reasonable workplace standards and goals, and are expected to fulfill all obligations in their job descriptions professionally and to the best of their ability. Employees are also expected to understand the School's Mission, Vision, and 8 Essentials, and to promote them through employee job performance.

### CERTIFIED EMPLOYEE PERFORMANCE CRITERIA

In addition to other conduct-related requirements in this Handbook, certified employees must adhere to certain criteria to ensure that students receive quality, cognitive, and effective education. The Board requires all teachers to serve as positive role models for School students. In achieving these objectives, certified employees are required to meet certain performance criteria including, but not limited to:

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

### PERFORMANCE EVALUATIONS

All employees will receive constructive feedback throughout their employment, as well as periodic performance evaluations, at least once per year. The purpose of evaluations is to provide feedback for employees' professional growth and to ensure that employees meet reasonable workplace standards and goals. For certified employees, evaluations will be conducted with an emphasis on demonstrating effective teaching practices to increase student learning and teacher accountability for student progress.

The Superintendent, Principals, Assistant Principals, or their designees are responsible for staff observations and evaluations.

### PERSONNEL RECORDS AND DATA

You are responsible for promptly notifying the Business Manager of any changes in your personal data. Personal mailing addresses, telephone numbers, number and names of dependents, marital status, individuals to be contacted in the event of an emergency, beneficiaries, and other such personal information should be accurate and current at all times.

If any of your personal data has changed, you should notify the Business Manager no later than one week following the change. Notice of changes of telephone numbers should be made no later than the day following the change.

The School will make rosters with employees' names, job positions, phone numbers, and birthdays available.

### FAMILY HANDBOOK

Teachers must be familiar with, understand, and comply with the Family Handbook, which is provided to families and employees on a yearly basis.

### SCHOOL IMPROVEMENT PLAN

The University of Missouri – Kansas City works with the School's administration and faculty to prepare the annual School Improvement Plan. The School Improvement Plan is then approved by the Board of Directors.

Teachers are expected to meet the obligations in the School Improvement Plan, including the requirements to improve instruction and test scores.

### SUBSTITUTE TEACHING

#### Arranging for a Substitute

In the case of planned absences, teachers must request a substitute at least three (3) days in advance of an absence by submitting a written request (e-mail is sufficient) to the Superintendent or Principal. Teachers should not begin to make preparations for a substitute until after submitting the written request to the Superintendent or Principal.

In the case of unplanned absences, teachers must contact the Superintendent, Principal, or the Superintendent's Administrative Assistant by telephone before 6:30 a.m. to arrange for a substitute. E-mail, text message, or leaving a voicemail or message with the front desk is not sufficient and does not constitute proper notice under this Section.

#### Substitute Folders

Teachers are strictly prohibited from providing substitute teachers with access to the Student Information System ("SIS"). Rather, teachers must create folders for substitutes containing information such as the following:

- Class lists;
- Seating charts;
- Emergency lesson plans;
  NOTE: Elementary School teachers must have emergency lesson plans available in their rooms at all times or be prepared to submit lesson plans to the School before any substitute needs them.
- Classroom routines, behavior expectations, and consequences;
- Extra work such as worksheets;
- Information concerning any special needs students; and/or
- Any other necessary information pertinent to the classroom.

## OPERATIONS

### CAFETERIA KITCHEN

To ensure cleanliness and compliance with health department standards, only Food Service personnel may enter the kitchen. All other employees may go to the kitchen doors or serving windows to request items from the Food Service staff. Food Service staff shall not lend items to classrooms and teachers.

### CALENDAR

The School's master calendar is available through Google Calendar. Any changes and additions to the calendar and/or master schedule are approved by the Superintendent. Field trips and events require administrative approval.

### CANDLES, SPACE HEATERS, AND OTHER PROHIBITED ITEMS

Absent prior approval by the Superintendent, candles, space heaters, Christmas lights, and other additional sources of heat or lighting not provided by the School are prohibited on School premises. Wax burners, scented plug-ins, and other fragrance-related products are also prohibited on School premises.

### SCHOOL SAFETY PLAN AND EMERGENCY CLOSING PROCEDURES

The Board has authorized the Superintendent 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 School's Facilities Director coordinates safety and emergency procedures. The School's Emergency Action Plan outlines the processes to be utilized during fire, storm, or tornado emergency situations. Drills will be conducted periodically to ensure teacher and student preparedness for these types of emergencies. Teachers and staff are expected to be familiar with, understand, and comply with the Emergency Action Plan.

The School's Emergency Action Plan addresses situations requiring lock down of the school, including, but not limited to, active shooter and/or intruder situations. The School's Facilities Director coordinates safety and emergency procedures, and drills will be conducted periodically, as outlined in the Emergency Action Plan, to ensure teacher and student preparedness for emergency situations. Teachers and staff are expected to be familiar with, understand, and comply with the Emergency Action Plan.

Brookside Charter 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 Superintendent shall communicate with students and parents in a timely manner regarding the cancellation of these activities. At the Superintendent'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 Superintendent will communicate with students and parents in a timely manner regarding the cancellation of these activities.

### IDENTIFICATION BADGES

All employees are issued photo identification badges and lanyards that they are required to wear daily on School premises. Replacements may be purchased. Photo identification badges

remain the property of the School and must be returned to the School upon resignation, retirement, or termination, or upon the School's request. Employees may not give their photo identification badges to students for any purpose.

### KEYS

Classroom teachers will be issued keys for their rooms. Only teachers may use the keys. Employees may not give keys to students under any circumstances. If an employee loses his or her keys, a $100 fee will be assessed.

### MAILBOXES

Each employee has a mailbox in the Staff Lounge. Employees must check their mailboxes on a regular basis.

### HALLWAYS

Teachers must abide by the following guidelines with respect to School hallways:

1. Hallways must always be kept free from obstructions – no chairs, desks, tables, unsupervised students on the floor, etc.
2. Teachers must position themselves to supervise students at all times.
3. Teachers and students must walk, and not run, in the hallways.
4. Teachers, students, and staff must use quiet voices in the hallways.
5. Students should refrain from touching the walls in order to keep them clean.
6. Teachers must require students to walk the hallways in orderly lines on the right side of the hallway.
7. Students must respect others' personal space by keeping their hands and feet to themselves.
8. Hall passes may be utilized, with criteria set by the administration.
9. K-5 teachers must always accompany their classes to their next destination.
10. 6-8 grade teachers, in conjunction with the Administration, will facilitate students' movement throughout the building and monitor behavior in the hallways and stairs.

### OFFICE AREA RESTRICTIONS

The office work areas are for official use by office personnel only. Office staff will provide access to student records for authorized personnel. Other employees must conduct business with office staff from the public side of the office counters. Only office personnel may use the phones and photocopiers in the offices. Employees may not take breaks in or around the offices.

### ORDERING SUPPLIES

Employees must make requests for supplies in writing to their Building Administrator. The administration approves all purchase requests. The School will not honor reimbursements for unauthorized purchases.

### PETS

Pets are not allowed on School premises or the playground. An individual requiring a service animal may bring the service animal on School premises and the playground.

### REFRIGERATORS AND MICROWAVES

Refrigerators and microwaves are available for faculty members. No refrigerators or

microwaves are permitted in classrooms.

## CARE AND USE OF SCHOOL AND OTHER PROPERTY

### COMPUTERS AND OTHER SCHOOL-ISSUED ELECTRONIC DEVICES

Employees will be issued electronic devices by the School. Employees must perform school-related work on these School-issued electronic devices.

Employees issued electronic devices must sign a User Agreement affirming the employee's responsibility to appropriately use and care for the device(s). Employees' use of electronic equipment or devices must comply with Section V(C) of this Handbook.

### PERSONAL ITEMS

The School is not responsible for lost, stolen, or damaged personal items. Employees who bring personal items onto School premises do so at their own risk.

Classroom doors should be closed and locked at all times when the classroom is empty.

### PROPERTY OF THE SCHOOL

Damaging, destroying, or wasting School property or materials is not acceptable. Employees are expected to take proper care of School property, including, but not limited to:

- Turning off lights when leaving rooms, including restrooms.
- Picking up paper or trash in the hallways.
- Picking up paper and items from classroom floors.
- Caring for walls and hallways, especially when attaching items to the wall. See the Facilities Director for further information about attaching items to walls.
- Picking up items rather than sliding things across the floor to prevent scratches.

Theft of any School property may result in disciplinary action, up to and including immediate termination, and prosecution to the full extent of the law.

### RETURN OF SCHOOL PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. The Business Manager is responsible for maintaining a current inventory of the School-owned property assigned to each employee. Employees must return all property immediately upon request by the School, or upon termination of employment. Items include, but are not limited to: keys to desks, files, or doors; computers; computer software; cellular phones; School handbooks and/or manuals; computer printouts; confidential documents; expense reimbursement reports; School credit cards; photo identification cards and lanyards; and any other access cards.

Items or materials known to be the property of the School must be returned to administration on or before an employee's last day of employment. The School may take any action deemed necessary to protect or recover any of its property not returned at the time of separation. If any employee fails to return any property belonging to the School, he/she will be responsible for reimbursing the School for the value of the item.

## 504 PLANS, INDIVIDUALIZED EDUCATION PLANS, AND SPECIAL EDUCATION REFERRALS

### Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973 requires educational institutions and districts to provide to students with disabilities appropriate educational services designed to meet the individual needs of such students to the same extent as the needs of students without disabilities are met. Qualifying educational institutions or school districts must establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability.

Teachers will receive training in identifying students who might qualify for a 504 Plan and the evaluation process. Teachers who suspect that a student might qualify for a 504 Plan are required to notify the Special Education Coordinator immediately. Teachers who receive parent/family requests for 504 Plan consideration must notify the Special Education Coordinator immediately.

Any questions concerning 504 Plans or application of Section 504 should be directed to the School's Special Education Coordinator.

### Individuals With Disabilities Education Act and Individualized Education Programs

The Individuals With Disabilities Education Act ("IDEA") exists to ensure that all children with disabilities are provided a free appropriate public education, with an emphasis on special education and related services designed to meet students' unique needs. The IDEA provides for evaluations of students who may qualify as a "child with a disability" and be entitled to services under the statute, including an Individualized Education Program ("IEP").

Teachers will receive training in identifying students who might qualify for IEPs and the evaluation process. Teachers who suspect that a student might qualify for a 504 Plan are required to notify the Special Education Coordinator immediately. Teachers who receive parent/family requests for IEP consideration must notify the Special Education Coordinator immediately.

Any questions concerning IEPs or application of the IDEA to any student should be directed to the School's Special Education Coordinator.

## CONFIDENTIAL STUDENT INFORMATION

From time to time during their employment with the School, employees may receive or possess confidential information relating to School students. Information relating to students known as "education records" are protected by the Family Educational Rights and Privacy Act ("FERPA") and state law. FERPA is a federal law that affords parents the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns eighteen (18) years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student ("eligible student").

Education records are records that relate directly to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course

schedules, health records (at the K-12 level), student financial information (at the postsecondary level), and student discipline files.

Generally, employees may not disclose a student's education records to anyone other than the custodial or noncustodial parent without written permission, with certain exceptions. First, a school may disclose personally identifiable information from education records without consent to a "school official" if the school has first determined that the official has a "legitimate educational interest" in obtaining access to the information for the school. A school official generally has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Second, FERPA permits a school to disclose personally identifiable information from a student's education records, without consent, to another school in which the student seeks or intends to enroll. The sending school may make the disclosure if it has included in its annual notification of rights a statement that it forwards education records in such circumstances. Otherwise, the school must make a reasonable attempt to notify the parent in advance of making the disclosure, unless the parent or eligible student has initiated the disclosure. The school must also provide a parent with a copy of the records that were released if requested by the parent.

Third, FERPA permits a school non-consensually to disclose personally identifiable information from a student's education records when such information has been appropriately designated as directory information. "Directory information" is defined as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information could include information such as the student's name, address, e-mail address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended, photograph, grade level (such as 11th grade or junior year), and enrollment status (full-time or part-time). Any request for information fitting into this category should be directed to the Superintendent or his/her designee.

There are several other exceptions to FERPA's prohibition against non-consensual disclosure of personally identifiable information from education records. Under certain conditions (specified in the FERPA regulations, 34 C.F.R. Part 99), a school may non-consensually disclose personally identifiable information from education records:

- to authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the U.S. Secretary of Education, and State and local educational authorities for audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs;
- in connection with financial aid for which the student has applied or received;
- to state and local authorities pursuant to a State statute concerning the juvenile justice system and the system's ability to effectively serve the student whose records are being disclosed;
- to organizations conducting studies for or on behalf of the school making the disclosure for the purposes of administering predictive tests, administering student aid programs, or improving instruction;
- to comply with a judicial order or a lawfully issued subpoena; and
- in connection with a health or safety emergency.

As stated above, the conditions specified in the FERPA regulations have to be met before a school may non-consensually disclose personally identifiable information from education records in connection with any of the exceptions mentioned above.

Teachers have access to student records kept in the School's offices. Records may not be removed from the School's offices. Teachers may not make copies of student records for themselves or any other person. Only office staff may make copies of student records for authorized purposes. **Any questions concerning application of FERPA should be directed to the Superintendent, and any requests for education records other than from a parent or guardian should be directed to and handled by the administration or office staff.**

If a teacher is asked to complete a recommendation for a student, the recommendation must be approved by the administration prior to providing the recommendation to the student's parents or guardians.

Any employee failing to comply with the requirements of FERPA or this Section are subject to discipline, up to and including termination of employment. Any questions concerning compliance with FERPA or this Section should be directed to the Superintendent.

### STUDENT ATTENDANCE

If a student is absent more than three (3) days without previous notice, the classroom teacher shall call the parent or other Educational Decision Maker to investigate the cause for the absences. If the classroom teacher has information from the family about absences or potential removal from the school that warrants administration involvement, the teacher shall notify the Superintendent. The classroom teacher shall also request from the parent or other Educational Decision Maker a written explanation for the absences to be reported to the office staff.

### ANTI-BULLYING POLICY

The School will not tolerate hazing or bullying in any form. School employees shall not permit, condone, or tolerate any form of hazing or bullying or plan, direct, encourage, assist, engage, or participate in any activity that involves hazing or bullying. School employees shall report incidents of hazing and bullying to the Superintendent immediately. The Superintendent shall promptly investigate all complaints of hazing and bullying and shall administer appropriate discipline to any students who violate this policy. Likewise, school employees who violate this policy are subject to discipline, up to and including termination. The Principal will provide appropriate training on a recurring basis designed to assist staff in identifying, preventing, and responding to incidents of hazing and bullying.

The School shall annually inform students, parents/guardians, staff, and volunteers that hazing and bullying is prohibited. This notification may occur through the distribution of the written policy, publication in handbooks, presentations at assemblies, and/or verbal instructions at the start of an activity period or program.

### STUDENT DISCIPLINE

*See* separate Discipline Handbook.

### STUDENT HEALTH ISSUES

Students who are ill or injured shall be sent to the School Nurse for assessment and treatment, if needed. The Nurse, or office staff in the absence of the School Nurse, will determine treatment and if the child may return to class. In the event of an emergency involving any student, however, any School staff member shall immediately contact emergency medical services by calling 911. The School Nurse also handles all medication dispensing for any student consistent with the School's Medication Policy.

In the event any student is injured while at School, the School Nurse shall complete an Accident Report to be sent home to the student's family. The Accident Report shall outline the circumstances surrounding the injury and any treatment that was provided in response. Administrative staff may add any comments and give the report to families to sign and return.

The School Nurse is also responsible for notifying teachers about any students' health issues that teachers need to be aware of including, but not limited to, asthma, hemophilia, diabetes, and allergies.

The School does not provide medical insurance to pay for medical expenses when students are injured at school. This is the responsibility of the parents/guardians or legal liability insurance. Parents/guardians should be prepared to pay for their child's possible medical expenses.

All student health information is protected from unauthorized disclosure by the Health Insurance Portability and Accountability Act ("HIPAA"). All School personnel, including the Nurse who may have access to such information pursuant to parental consent, shall exercise great care in maintaining the confidentiality of all student health information. All student health records are maintained by the School Nurse separately from any other records.

**OUTBREAK CONTROL / EXCLUSION GUIDELINES FOR ILL STUDENTS AND STAFF**

Brookside Charter has implemented 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 Superintendent. While process and procedure are set forth in more detail in that Guide, students and staff should not attend classes or other school-sponsored activities, if they (1) have, or have been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease; and (2) are liable to transmit the contagious or infectious disease, unless the Superintendent or School Nurse 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; or

(3) has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

More specifically, students and staff should not attend school under the following circumstances:

General Illness

Unable to participate in routine activities or needs more care than can be provided by school staff.

Fever

Until the student or staff member has been free of a fever for at least 24 hours or until a medical exam indicates that it is not due to a communicable disease. A child's normal body temperature varies with age, general health, activity level, the time of day and how much clothing the child is wearing. Everyone's temperature tends to be lower early in the morning and higher between late afternoon and early evening. Body temperature also will be slightly higher with strenuous exercise.

Most medical professionals define fever as a body core temperature elevation above 100.4°F (38°C) and a fever which remains below 102°F (39°C) is considered a lowgrade fever. When determining whether exclusion because of fever is needed, a number of issues should be evaluated: recorded temperature; is the fever accompanied by behavior changes, headache, stiff neck, difficulty breathing, rash, sore throat, and/or other signs or symptoms of illness; and if the individual is unable to participate in routine activities. Anyone who has an elevated body temperature that is not excluded should be closely monitored for possible change(s) in condition. A temperature should be measured before giving medications to reduce the fever.

Possible Severe Illness

Until a healthcare provider has done an evaluation to rule out severe illness when the child is unusually tired, has uncontrolled coughing, unexplained irritability, persistent crying, difficulty breathing, wheezing, or other unusual signs for the child.

Diarrhea

Until the student or staff has been free of diarrhea for at least 24 hours or until a medical exam indicates that it is not due to a communicable disease. Diarrhea is defined as an increased number of stools compared with a normal pattern, along with decreased stool form and/or stools that are watery, bloody, or contain mucus.

Vomiting

Vomiting two or more times in the previous 24 hours, unless determined to be caused by a noncommunicable condition and the individual is not in danger of dehydration.

Mouth Sores with Drooling

Until a medical exam indicates the student or staff may return or until sores have healed.

Rash with Fever or Behavior Change

Until a medical exam indicates these symptoms are not those of a communicable disease that requires exclusion.

Eye Drainage

When purulent (pus) drainage and/or fever or eye pain is present, unless a medical exam indicates that the student or staff may return.

Unusual Color of Skin, Eyes, Stool, or Urine

Until a medical exam indicates the individual does not have hepatitis A. Symptoms of hepatitis A include yellow eyes or skin (jaundice), gray or white stools, or dark (tea or cola-colored) urine.

## MEDICATION ADMINISTRATION

### *By the School Nurse*

The Brookside Charter School Nurse is the only Brookside Charter School staff authorized to dispense medications or other health-related products. Medications will be stored in a secured cabinet or refrigerator in the School Nurse's Office. Brookside Charter reserves the right to refuse to administer certain types of medication (at the discretion of the School Nurse or the

Superintendent) when such administration could prove harmful to staff or student without proper training or direction of a doctor. In that instance, parents/guardians will be notified.

The School Nurse may provide assistance with dispensing medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

- 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, as well.
- A parent or guardian must complete and sign a medication dispensing form. Brookside Charter School staff does not administer *any* medications or other health-related products (e.g., prescription medication, over-the-counter medication, lotion, lip balm, antiseptics, cough drops) without the *written* permission of the child's parent/guardian.
- The School Nurse (or other designated employee in the event the School Nurse is unavailable) shall document any medication taken by a student and maintain the written report in the School Nurse's office.

***By the Student***

Self-managed administration of medication (e.g., inhalers/nebulizers, blood glucose/insulin, EpiPens) is permitted so long as the following requirements of state law are satisfied: (1) student has his/her parent/guardian's written permission; (2) student has demonstrated to his/her physician and the School Nurse the skill level necessary to use the medication and any device necessary for prescribed administration; (3) student's physician has approved and signed a written treatment plan that includes a statement permitting student self-administration; (4) the parent/guardian has submitted to the School any required written documentation; and (5) the parent/guardian has signed a statement acknowledging that the School and its employees or agents shall incur no liability as a result of any injury arising from the student's self-administration or the administration by School staff. Students must self-administer their medications in the presence of Brookside Charter School staff. Parents/guardians must pick up excess or unused medications from the School Nurse's Office. Medications may only be transported by a parent/guardian.

***Emergency Medication Administration***

Students' personal emergency medications such as an epinephrine auto injector (Epi-Pen) must accompany the student on all scheduled field trips. This includes only those emergency medications that the Missouri State Board of Nursing has deemed allowable to delegate its administration by a non-health provider such as a teacher. The parent/guardian is responsible for providing emergency medications to Brookside Charter School. If the emergency medication has not been provided or is expired, the student may not attend the field trip.

Brookside Charter School will attempt to identify students with life-threatening allergies, including food allergies. At enrollment, the person enrolling the student will be asked to provide information on any allergies the student may have. Information about individual students with allergies will be provided to staff members and others who need to know the information to provide a safe learning environment for the student. Information about individual students with allergies will be shared with students and others who do not have a legitimate educational interest in the information only to the extent authorized by the parent/guardian or as otherwise permitted by law, including the Family Educational Rights and Privacy Act.

Response to an allergic reaction shall be in accordance with established procedures, including application of the student's 504 Plan or IHP/EAP. In the event of anaphylaxis (a life-

threatening allergic reaction that may be triggered by a food allergy, insect bite, or drug allergy), an Epi-Pen will be used by school personnel and 911 will be notified. The School Nurse shall maintain an adequate supply of Epi-Pens to be administered in accordance with this policy. This stock epinephrine is available for students with no prior diagnosis of anaphylaxis or in cases of known anaphylaxis where personal medication on hand is identified as flawed.

### CHILDCARE OUTSIDE OF SCHOOL HOURS

Some certified employees might want to provide childcare services during evenings and weekends outside School premises. Such childcare services are not authorized, approved, or sanctioned by the School, but are not prohibited. Certified employees who provide such childcare services are not acting as representatives of the School if they provide childcare services during evenings and weekends outside School premises. The School neither encourages nor discourage childcare activities away from the premises, and the School accepts no responsibility or liability for such childcare services.

### CAFETERIA POLICY

The Food Service Manager is responsible for monitoring all Food Service Staff and other cafeteria supervisors for the safe and efficient operation of the food service line and cafeteria.

To ensure the efficient operation of the cafeteria, classroom teachers must get students to the cafeteria and pick up students from the cafeteria at their designated times. To the extent possible, classroom teachers should have students use the restroom either before or after lunch.

Teachers will be provided specific cafeteria supervision assignments for monitoring students in the cafeteria. Teachers must adhere to the following rules while supervising students in the cafeteria:

1. Students must be supervised at all times.
2. A member of the kitchen staff must ensure that students properly use the 10-key machine at the point-of-service station.
3. Hand sanitizer is provided at the point-of-service station when students first enter the food line. Students should sanitize their hands before retrieving food.
4. Cafeteria supervisors must ensure that all children are provided one carton of milk, including those children who receive school lunches and who bring their own lunches. Students may not have more than one carton of milk.
5. Student use of the restroom during lunch should be limited and well-supervised, with only one (1) to two (2) students using the restroom at a time and no "buddies."
6. Cafeteria supervisors must maintain quiet (no talking) during the first five (5) to ten (10) minutes of the lunch period to ensure that students eat. During this time, cafeteria supervisors may engage in quiet conversation.
7. Students must be given the last ten (10) minutes for conversation and socialization. This conversation and socialization period cannot be removed as a disciplinary measure.
8. Students should not be isolated from their classmates except for rare occurrences when they need to calm down before returning to the group. **Isolation/punishment during lunch for classroom infractions is strictly forbidden.**
9. Students must stay in their seats until it is time for dismissal from the cafeteria. Students may then discard their trash.
10. Students are not permitted to have second portions of food.
11. Students may not share food.

12. Although soda and candy are unhealthy, teachers cannot take these items from students who have received these items from their parents. Employees may speak with families about sending appropriate and healthy lunch options for their children.
13. Cafeteria supervisors should ensure that each student picks up trash in his/her area from the table and the floor and that children clean up any messes they make on the tables or floor.
14. Students must carry closed milk cartons to the trash.
15. Students must remain seated unless a cafeteria supervisor gives them permission to go to the restroom.

Students must use quiet voices and proper table manners. Cafeteria supervisors and classroom teachers may elect to discuss proper manners with their students.

## CLASSROOM, CURRICULUM, AND ASSESSMENT POLICIES

### BIRTHDAY PARTIES

Classroom teachers determine birthday party guidelines for their students' families, preferably with consistency among grade-level teams. Parties generally should be limited to thirty (30) minutes at the end of the school day with minimal treats and activities. Grade-level teams may prepare descriptions of birthday party processes to provide to families in advance.

### BULLETIN BOARDS

Teachers are expected to decorate the bulletin boards in their classrooms and in the hallway outside their classrooms. Decorations are expected to be age-appropriate and changed at least monthly. Student work (art, stories, projects, etc.) should constitute the majority of bulletin board decorations throughout the school year. Student work should not have students' names. Teachers must reserve a board or section of a board for parent information such as class schedule and event announcements.

### COMMUNICATIONS, CONFERENCES, AND GRADE CARDS/PROGRESS REPORTS

Clear and effective communication with students and families is a crucial component of the positive learning experience that the School seeks to provide. To that end, teachers are expected to make at least one (1) positive contact per month with each student's family.

All communications with families concerning School or student-related matters should be documented in SIS. All communications with families regarding students must comply with the confidentiality requirements in FERPA and HIPAA.

#### In-Person Communications With Students and Families

##### *General Provisions*

When meeting with students on an individualized basis, School staff should make every effort to protect the confidentiality of information relating to that student, for example, by meeting with parents and students privately where other students or family members cannot overhear the conversation. When circumstances may require a face-to-face meeting with a student alone, School staff should leave the door to the meeting room open for the duration of the meeting, but make every effort to protect the confidentiality of the information being discussed.

### *Parent/Student/Teacher Conferences*

Parent/student/teacher conferences shall be scheduled in November and April of each school year. Families and teachers may schedule additional conferences as needed. Topics to be addressed at parent/student/teacher conference may include:

- First quarter grade cards
- Third quarter grades, distributed and discussed
- Assessment data
- Student-led sharing of his or her data notebooks and goals

### Communications Among School Personnel Concerning Student-Related Issues

School staff sometimes receives phone calls from parents; thus, staff must be as informed as possible to be able to answer questions. Teachers are responsible for informing staff about special activities or changes of routine that may generate questions or calls from families. Teachers must also provide staff with copies of any written communications that are sent home.

Staff will communicate absences, tardies, early dismissals, alterations in pick-up arrangements, etc. to classroom teachers through SIS.

### Written Communications With Students and Families

As representatives of the School, teachers' written communication with families, including comments on midterm and quarterly report cards, must be positive in tone, professional, and grammatically correct. Some form of class-wide written communications should be sent home to families at least two (2) times per month. Newsletters should be utilized on a routine basis and should include information on learning experiences and upcoming School events. Teachers should develop a school-to-home notebook or folder for transportation of written communications to families. Teachers may also utilize family mailboxes to send important information directly to adult family members.

All notes, letters, newsletters, and other forms of written communication to families must be reviewed and approved by the Building Administrator before they are sent home. Items posted on the School's website or on an individual teacher's School-hosted website need to be approved by the Building Administrator before posting. Once a communication has been approved, it may be used as a template without further approval, so long as any modifications to the communication are minor (e.g., dates, student's names, etc.). If in doubt about whether any modifications are extensive enough to require approval under this Section, seek approval.

If a student exhibits a problem that warrants follow up with families, the student's teacher should call the student's parents/guardians immediately to set up a conference with the student and parent(s). Teachers should work collaboratively with families to create a plan to change the student's behavior. Discipline plan steps may be followed. For more information on classroom management, see Section X(F) of this Handbook.

### Grade Cards and Progress Reports

Teachers are required to report periodically on the academic progress of students. Reporting student progress to families requires documentation, including grades, assessments, and other measures, based upon the School's Curriculum Standards.

Mid-quarter ("mid-term") Progress Reports shall be issued halfway through each academic quarter. These reports shall outline student progress as well as any hindrances to learning but should not provide academic grades.

Grade cards will be issued once per quarter and should provide academic grades. All academic grades and grade card data must be logged in SIS.

### CLASSROOM CLEANLINESS

Teachers are responsible for keeping their classrooms clean and orderly. Students do not function well in clutter and need the School to be a role model for organization. To ensure that classrooms remain clean and orderly, teachers should do the following:

- Teach children to pick up any items that fall on the floors;
- Control and avoid clutter by storing items in proper containers;
- Stack or place chairs on top of desks before the end of the day;
- Turn lights off when leaving the room – including restrooms;
- Care for walls and hallways throughout the year;
- Carry items rather than sliding them across the floor; and
- Close and lock windows and doors, including interior doors, before leaving the building at the end of the day.

### CLASSROOM LIBRARIES

Each classroom must have a library. Elementary classroom libraries need to be leveled in association with the Scholastic Reading Workshop materials. Teachers must have a check-out procedure to ensure that books are returned to school.

Instructional Coaches are available to provide direction for inventory as well as suggestions for using the libraries with students.

### EFFECTIVE CLASSROOM MANAGEMENT

With proactive, effective classroom management, discipline issues are reduced, and more learning occurs. Seasoned and new faculty can benefit from reflecting upon the structures and procedures they have in their classroom. The key to successful teaching is to identify any potential management problem and then create a solution to eliminate the problem. Proactive management requires teaching, modeling, and practicing behaviors so that they become routine.

Teachers who implement effective teaching and proactive classroom management are expected to do the following:

- De-escalate, not escalate, situations;
- Keep students in the classroom;
- Provide direct instruction early in the year about expected behavior, review and remind about expected behavior daily, and be consistent;
- Model behavior that promotes safety;
- Work with support from School administration and other colleagues after any critical situation to find ways to prevent future incidents; and
- Focus on lessons while always monitoring student behavior and interactions.

Teachers should expect and encourage all students to model the following expected behaviors:

- Work without disturbing others;
- Obtain and return materials to appropriate places;
- Complete work;
- Seek help, when needed, in an appropriate manner;
- Follow routines without reminders;
- Ignore interruptions or distractions;
- Respond to teachers' signals;
- Select appropriate activities when completing tasks early;
- Use inside and outside voices appropriately;
- Sit quietly and productively at desks;
- Manage supplies and materials such as books and computers;
- Appropriately handle transition times;
- Line up quietly and appropriately;
- Walk quietly and appropriately in the hallways and throughout the building; and
- Participate productively and appropriately in classroom discussions.

### CODE OF ETHICS

Certified employees must adhere to the following principles, as adapted from the "Code of Ethical Conduct" of the National Association for the Education of Young Children:

**Ethical responsibilities to students and families**

- The welfare of students is the deciding factor in our decisions, and teachers shall not participate in or overlook practices in themselves and others that are harmful to children.
- Teachers will provide sound educational experiences for School students.
- Teachers will honor confidentiality obligations as stated under applicable law and share information about students only in appropriate settings.

**Ethical responsibilities to other employees**

- When there is a concern regarding an employee's competence, fairness, ethics, or accuracy, teachers must *first* express concerns to that colleague with polite professionalism.
- When an employee appears unwilling or unable to address problems, teachers should report concerns to the Superintendent.

### DATA TEAMS

Data teams are the center of the curriculum and instruction collaboration process that the School uses to implement *The Leader in Me*™ principles. Data teams, whether general grade level or content area data teams, use data to drive decision-making through a process of examining student work, applying instructional strategies, and monitoring student learning. The Principal coordinates the data team process and implementation.

### FACULTY MEETINGS

Weekly faculty meetings are held in the Library/Media Center. The School's Principal will facilitate the meetings with input and reports from other administrators or teachers as needed.

### FIELD TRIPS AND CLASS ACTIVITIES

Teachers and the administration jointly plan field trips based upon relevance to the curriculum. The administration makes the final approval and arrangements for field trips. Guest speakers are encouraged for "in school" field trips. Each grade level shall have one (1) to two (2) field trips per year.

Only School personnel, students, and approved family members may attend field trips. This is important for supervising School students and insurance coverage. Students must ride to and from field trips on the bus and not with their parents in cars. All volunteers or chaperones for School field trips must comply with the Board-enacted chaperones policy.

### GRADE LEVEL MEETINGS

Grade level data team meetings are scheduled during common planning times throughout the week. Topics for grade level data team meetings include:

- Data team implementation and tracking;
- Progress on curriculum/instruction;
- Curriculum mapping implementation;
- *The Leader in Me*™ as implemented in the particular grade level;
- Assessments; and
- Field trips and activities

Administrators may attend grade level data team meetings with topics for discussion.

Grade level teachers are also provided common planning time nearly every day to collaborate on lesson plans and upcoming activities.

### PLEDGE OF ALLEGIANCE

Students are required by state law to recite the Pledge of Allegiance at least once each week. The Pledge of Allegiance is part of the School's daily morning announcements at 8:30 a.m.

### PROFESSIONAL DEVELOPMENT

Each certified employee is required to log professional development ("PD") hours in the "PD Registry" throughout the year as sessions and job-imbedded (one-on-one) trainings occur. In addition to the August PD and Staff Work Week schedules, certified employees participate in PD sessions scheduled throughout the year. PD emphasizes data teams, curriculum and instruction, *The Leader in Me*™, and safety issues.

Consultants from the University of Missouri – Kansas City provide whole faculty, small group, and individual PD. Participation in outside conferences and workshops is generally rarely necessary and must be approved by the Superintendent in advance.

The School reports all PD hours to the Missouri Department of Elementary and Secondary Education each year.

### SNACKS

No food is allowed in the classrooms during academic hours except for food related to activities planned and approved by the teacher. Following approved activities, food shall be removed or stored in sealed containers.

Snacks are provided for children after 4 p.m. in the cafeteria as part of the Extended Care Program.

### SUPERVISION

Teachers may not leave the classroom unattended for even a few minutes. In case of emergency, a teacher may ask the teacher next door to watch the class, or the teacher may contact office staff for help. Children must always be in their assigned locations and with their assigned staff person.

## SAFETY, REPORTING, AND CONFLICT RESOLUTION

### PREVENTING VIOLENCE

#### Zero Tolerance Policy for Violence

The School has a zero tolerance policy for violence on School grounds. If any employee engages in any violence in the workplace, or threaten violence in the workplace, his or her employment may be terminated immediately. No talk or joking about violence will be tolerated. For purposes of this Section, "violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this Section to ensure that no one associated with the School, including its employees, students, and visitors, ever feels threatened by any employee's actions or conduct.

#### All Weapons Prohibited

The School specifically prohibits the possession of weapons by any employee while on School property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while performing services for the School while away from the School's premises. The weapons prohibition in this Section applies regardless of whether the employee has a valid permit to carry the weapon.

Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

#### Inspections

Desks, telephones, and computers are the property of the School. Accordingly, the School reserves the right to enter or inspect your work area including, but not limited to, desks and computer storage disks, with or without notice. In accordance with School policy, telephone conversations may be monitored and voicemail messages may be retrieved in the process of monitoring for business reasons. Any private conversations overheard during such monitoring, or private messages retrieved, that constitute threats against other individuals can and will be used as the basis for discipline, up to and including termination.

**Reporting Violence**

All School employees should seek to prevent violence on School grounds. Employees shall report to the Superintendent anything that could indicate danger to anyone. Employees shall also report any incident that may involve a violation of any of the School's policies that are designed to ensure the safety of employees and students, as well as any general concerns relating to employee or student safety. All reports will be investigated and information will be kept confidential to the maximum extent possible.

Employees are also encouraged to report the violent behavior of third parties. Any individual who threatens the health and safety of students or employees, willfully causes property damage, uses profanity and/or offensive language that could provoke a violent reaction, or who has otherwise established a continued pattern of unauthorized entry on school property will be directed to leave school property promptly by the Superintendent. The following procedures should be used to address violent and abusive non-employees:

1. If any member of the public uses obscenities or speaks in a loud, insulting, and/or demeaning manner around students, the employee to whom the remarks are directed will calmly and politely request that the speaker communicate civilly.
2. If the abusive individual does not stop, the employee will verbally notify the abusing individual that the meeting, conference, or telephone conversation is terminated; if the meeting or conference is on school property, the employee shall direct the violent and/or abusive individual to leave promptly.
3. The employee will then immediately notify the Superintendent and/or Principal to obtain help with the situation and to provide a written report of the incident.
4. If the Superintendent believes that an individual will continue to be abusive and/or violent in the future, the Superintendent will send a letter to the individual, outlining any restrictions on the individual's access to School facilities.

The School will not tolerate any retaliation against employees who make reports in good faith under this Section.

**B. CORPORAL PUNISHMENT, RESTRAINT, AND SECLUSION**

**Corporal Punishment of Brookside Students Is Strictly Forbidden.**

For purposes of this Section, the following definitions apply:

1. "Corporal punishment" means any form of penalty involving bodily contact or humiliation.

2. "Bodily contact" includes, but is not limited to, spanking, hitting, slapping, taping of mouths, putting stickers on mouths, pinching, pulling on arms, or any other use of force deemed unnecessary in a normal disciplinary process.

3. "Humiliation" means any deliberate action, either physical or verbal, which degrades and causes loss of self-esteem to students either in the presence of others or in private, including, but not limited to, screaming, yelling, threatening, calling attention to students in front of other students, punishing in such a way as to cause the student unwarranted embarrassment or teasing or bullying from other students.

Brookside School recognizes that all human beings need discipline. Discipline should be carried out in such a manner as to preserve the dignity of the individual child and for the express purpose of teaching the child to use more appropriate behavior. It is understood that teachers

and other personnel of the School will endeavor to administer discipline in such a way as to maintain the dignity and privacy of the child.

The prohibition of corporal punishment will be discussed with each employee at or near the time of hire. This discussion will serve as a first warning. Each employee is required to sign a statement attesting to his or her understanding and adherence to this policy. Thereafter, employees may be either warned a final time or dismissed at the discretion of the Superintendent, as the facts and circumstances of the situation dictate. Any violation of this policy after a second warning will result in discipline, up to and including immediate dismissal.

**Physical Restraint or Seclusion of Brookside Students Is Strictly Prohibited Except as Provided Herein.**

For purposes of this Section, the following definitions apply:

1. "Physical Restraint" means person-to-person physical contact intended to restrict the free movement of all or a portion of a student's body. Physical Restraint does not include limited physical contact and/or redirection to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing an escort or guidance to a location, intervening in a fight, or providing comfort such as through briefly holding a student's hand or a welcomed and appropriate hug.

2. "Seclusion" means the confinement of a student alone in an enclosed and locked space or location, from which the student is unable to exit. Seclusion does not include "time-out," which is a behavioral intervention wherein a student is removed temporarily from the learning activity but not confined. Seclusion likewise does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or other unlocked location.

Seclusion or Physical Restraint shall never be used on any student as a form of discipline or behavior management, except in an emergency situation where the student is an immediate danger to himself or to others, while waiting for law enforcement to arrive, and where the student is not responsive to less intensive behavioral interventions, including verbal directives or other de-escalation techniques.

Seclusion or Physical Restraint shall never be used on any student where contraindicated due to the student's psychiatric, medical, or physical conditions as described in the student's educational records.

The use of chemical restraint (e.g., pepper spray or OC spray), mechanical restraint (e.g., a straitjacket or other physical restraint device), or prone restraint (e.g., holding a student face-down) is strictly prohibited.

Physical restraint or seclusion, even if used as permitted under this Section, must be terminated immediately (1) when the student is no longer an immediate danger to himself or others or (2) if the student is observed to be in severe distress.

## REPORTING AND INVESTIGATING CHILD ABUSE/NEGLECT

### Reporting Child Abuse/Neglect

All School staff must comply with the state child abuse and neglect laws and the mandatory reporting of suspected neglect and/or abuse, as outlined in Section 210.115 of the Missouri Statutes. Any School official who knows or has reasonable cause to suspect that a child has been

or may be subjected to abuse or neglect, or who observes a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, shall immediately report the information to the local office of the Missouri Department of Social Services' Children's Division (hereinafter, "Children's Division"). No internal investigation shall be initiated until a report has been made to the Children's Division.

After reporting the information to the Children's Division, the School official with knowledge of abuse/neglect or suspected abuse/neglect must also report the information to the School official's supervisor. No supervisor, administrator, or School official to whom such information is reported may impede or inhibit any reporting under this policy.

No employee making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report. Further, School administrators shall ensure that any employee mandated by law to make a report shall have immediate and unrestricted access to the communication technology necessary to make an immediate report. Employees shall also be temporarily relieved of other work duties for such time as is required to make any mandated report.

In accordance with Missouri law, if a student reports alleged sexual misconduct on the part of a School employee to an employee of the School, the employee who receives the report and a School administrator shall immediately report the allegation to the Children's Division as set forth in law. For purposes of this policy, the term "sexual misconduct" is defined as engaging in any conduct with a student, on or off School property, that constitutes the crime of sexual misconduct or child abuse involving sexual behavior, as determined by the Children's Division.

**Investigating Child Abuse/Neglect**

When the Children's Division receives a child abuse report (other than situations involving sexual misconduct, which are addressed separately below) alleging that an employee of the School has abused a student, the report shall be immediately referred to the superintendent (or the Chairman of the School Board in situations concerning the superintendent), who will conduct an initial investigation. If, after an initial investigation, the investigating official finds that the report involves an alleged incident of child abuse other than the use of reasonable force to protect persons or property when administered by school personnel pursuant to a written policy of discipline, or that the report was made for the sole purpose of harassing a public school employee, the investigating official shall immediately refer the matter back to the Children's Division and take no further action. All other reports of any nature shall be returned to the Children's Division immediately for investigation.

***Harassment or Protection of Persons or Property***

The use of reasonable force to protect persons or property, when administered by school personnel in a reasonable manner in accordance with the school or district's written policy of discipline, is not abuse within the meaning of Missouri Statutes Chapter 210. Thus, if a report to the Children's Division relates to the use of reasonable physical force against a student for the protection of persons or property by any School personnel administered pursuant to School policy, or if it is determined that the sole purpose of the report is to harass a School employee, the superintendent, Chairman of the School Board, or a designee of either, will notify law enforcement of the county in which the alleged incident occurred. No later than forty-eight (48) hours of receiving notice of the report from the Children's Division, the superintendent (or Chairman of the Board if the incident involves the superintendent) and law enforcement officer will begin jointly investigating the matter. The superintendent, Chairman of the School Board, and their designees, if any, are authorized to contact and utilize Brookside's attorney to assist in

the investigation. Within the first two (2) working days of the investigation, investigators must interview and record statements from the child and the child's parents or guardian.

Once the investigation is concluded, the law enforcement officer and the investigating School personnel will issue separate reports of their findings, no later than seven (7) days after the School receives notice of the allegation from the Children's Division. The resulting reports must contain a statement of conclusion as to whether the preponderance of evidence supports a finding that the alleged incident of child abuse is substantiated or unsubstantiated. The School Board will consider the separate reports and will issue findings and conclusions, if any, within seven (7) days after receiving the last of the two reports. The School Board shall issue findings in substantially the following form:

1. The report of the alleged child abuse is unsubstantiated. The law enforcement officer and the investigating School Board personnel agree that there was not a preponderance of evidence to substantiate that abuse occurred;

2. The report of the alleged child abuse is substantiated. The law enforcement officer and the investigating School personnel agree that the preponderance of evidence is sufficient to support a finding that the alleged incident of child abuse did occur; or

3. The issue involved in the alleged incident of child abuse is unresolved. The law enforcement officer and the investigating School personnel are unable to agree on their findings and conclusions on the alleged incident.

The School Board's findings and conclusions will be sent to the Children's Division.

### *Sexual Misconduct Involving an Employee*

The School takes all allegations of sexual misconduct seriously, regardless of the source. In accordance with Missouri law, if a student reports alleged sexual misconduct on the part of a teacher or other School employee to a School employee, the employee who receives the report shall immediately (1) notify the superintendent (or Chairman of the School Board if the incident involves the superintendent) and (2) report the allegation to the Children's Division. The Children's Division will investigate all allegations of sexual misconduct involving School employees. Brookside School may also investigate the allegations for the purpose of making employment decisions concerning the accused employee, but the School may not investigate the incident for purposes of determining whether the allegations should or should not be substantiated.

### Child Abuse/Neglect Reporter's Access to Information Concerning Disposition

In accordance with Missouri law, any person who is required to report child abuse and neglect and who makes such a report ("reporter"), including School employees, is entitled, upon request, to information from the Children's Division's local office concerning the general disposition of the matter. If the Children's Division determines that a report of child abuse or neglect is unsubstantiated, the reporter may request that the report be referred to the Office of Child Advocate for Children's Protection and Services for additional review.

Any information that any School employee receives from the Children's Division will be kept strictly confidential in accordance with law and will only be shared with School employees who need the information to supervise, counsel, or protect the student's interests. All written information that the School or any School employee receives pursuant to this policy or the child abuse/neglect reporting laws shall be subject to the provisions of FERPA and kept confidential in accordance with that law. Any information received from the Children's Division will be

maintained separately from the student's official or permanent School record to protect further against avoid unauthorized disclosure.

### Immunity

In accordance with Missouri law, any person – including any School employee – who in good faith reports child abuse or neglect; cooperates with the Children's Division or any law enforcement agency, juvenile office, court, or child-protective service agency of Missouri or any other state in reporting or investigating child abuse or neglect; or participates in any judicial proceeding resulting from the report will be immune from civil or criminal liability for such actions. Any person – including any School employee – who makes a false report, knowing that the report is false, or who acts in bad faith or with ill intent in making such reports, shall not be immune from civil or criminal liability.

## WORK-RELATED INJURIES

The School takes great care to provide a safe environment to its employees to reduce the incident of any work-related injuries. To avoid any work-related accidents, any employee who becomes aware of an unsafe working condition or hazard should notify the Superintendent immediately so that appropriate action may be taken.

To ensure employees receive prompt treatment and avoid any unnecessary delay in benefits to which they may otherwise be entitled, the following steps should be taken in the event of any work-related injury occurring during normal working hours:

- The injured employee shall immediately inform his or her supervisor of the work-related injury.
- The injured employee or his/her supervisor shall notify the Superintendent of the injury as soon as practicable and no later than within 24 hours of the injury.
- In consultation with the Superintendent or his/her designee, the injured employee shall determine whether medical attention is needed to address the work-related injury.
- If a work-related injury occurs outside normal working hours, the employee should go to the nearest emergency facility or walk-in health facility for treatment and care, if needed. The injury and/or any treatment shall be reported to Superintendent the following workday. Failure to notify the supervisor and/or Superintendent at or about the time a work-related injury occurs may result in a delay or a denial of benefits.

## THIRD PARTY INJURIES

School personnel will provide appropriate first aid and emergency treatment, and contact emergency medical services ("EMS") when appropriate, for any individual who is injured or becomes ill while on School property, on School transportation, or at a School-related function. Further medical attention, including the cost of services provided by EMS, is the responsibility of the individual, or individual's parent or guardian if a minor, unless otherwise required by law.

## OPEN DOOR POLICY AND CONFLICT RESOLUTION

The School strongly believes that problems are minimized by maintaining and utilizing open lines of communication. Problems are best resolved at a personal level and on an individual basis in an atmosphere of fairness and mutual trust, and the School is strongly committed to maintaining that atmosphere. It is the practice of the School to treat employees in as fair and impartial a manner as possible. The School strives to practice a feedback model whereby disputes, disagreements, and problems can be addressed and resolved directly before they erode staff

culture and affect our ability to best serve students. The School has established the following system to address problems in a fair and expeditious manner with the intent of limiting distractions and damage.

### Open Door Policy To Address Concerns or Questions

The School maintains an **open door policy** under which employees have the right to deal directly with a member of the administration with reference to all working conditions. Speaking face-to-face is the best way to achieve an enjoyable, pleasant, and profitable workplace.

If at any time you, as an employee, have a suggestion, a problem, or a question concerning your job, your hours, your pay, or any aspect of your working conditions, you should first discuss the issue with the involved employee or your direct supervisor. If that discussion does not completely resolve the issue and you feel the need to go to the Principal, you may request and will receive an appointment to meet. If the discussion with the Principal does not completely resolve the issue, you may request an appointment with the Superintendent or follow any of the other steps outlined below.

### Conflict Resolution

For purposes of the School's conflict resolution process, the following definitions apply:

- A **complaint** is a concern with an employee or practice that does not rise to the level of alleging breach or violation of personnel or school policy.
- A **grievance** is any significant employee concern that alleges a breach or violation of personnel or school policy, either between employees and their colleagues, or between employees and School administration.

#### *Employee Complaint Process*

Employees are strongly encouraged to address complaints involving fellow employees or the administration directly with the person involved, through in-person or telephone discussion and proposed resolution strategies (e-mail should not be used for this purpose). If the employees are unable to resolve their differences, they may at any time request a mediation meeting with their supervisor(s) where both employees are present. The resolution of the matter by the supervisor(s), in consultation with the Superintendent, will be considered final. Employees are expected to avoid gossip and open discussion of complaints against other employees or the School.

NOTE: Complaints by parents/guardians are not covered by this Section. If the parent/guardian of an enrolled student wishes to make a complaint, employees should advise them to follow the reporting procedure set forth in the Family Handbook if the issue cannot immediately be addressed by the employee to whom the complaint is reported.

#### *Employee Grievance Process*

The grievance resolution procedure is intended to serve as a means for amicable settlement of disputes that arise between employees and the School before the success of students is adversely affected. Time extensions beyond the timelines indicated herein may be secured through mutual written agreement of the parties involved. An employee's failure to comply with applicable time limitations shall constitute withdrawal of the grievance. Failure by School administration to comply with applicable time limitations shall permit the grieving employee to proceed to the next step of the grievance procedure.

**Grievance Procedure**

The sequential steps of the grievance procedures are as follows:

1. In the event an employee believes that he/she has been adversely affected by the violation of a School policy or that the School condones a practice that seriously jeopardizes the health, safety, or success of its school community, the employee shall discuss the situation with the Superintendent or Principal in an effort to resolve the issue.
2. If a resolution has not been reached through the discussion, or if the grievance concerns the Superintendent or Principal directly, the employee should present a written summary of the grievance and any response already received to the Business Manager within three (3) business days of receiving the Superintendent or Principal's response or within seven (7) business days of the incident at issue if the incident directly involves the Superintendent or Principal.
3. The Business Manager will respond to both parties within three (3) business days of receiving the written summary, or will respond only to the employee if the issue involves the Superintendent or Principal.
4. If the grievance cannot be resolved by the Business Manager to the satisfaction of the employee, the employee may present the grievance to the Board of Directors by submitting the complaint in writing to the Board Chairman.
5. The Chairman will present the complaint and his/her recommendations concerning it at the next regularly scheduled board meeting. The Chairman or Board Secretary will respond to all parties in writing within five (5) business days of receiving the decision of the Board. The decisions of the Board are final.

**Exceptions to the Grievance Procedure**

The School recognizes that circumstances may make it inappropriate for employees to pursue the resolution of a problem in the sequence described above. The following exceptions constitute instances where an employee may bypass steps to seek resolution of a situation by the next higher authority:

1. If the complaint or problem involves a known or suspected violation of the law;
2. If the complaint or problem is clearly not within the authority of the Principal or Superintendent to resolve;
3. If the team member and Principal or Superintendent mutually agree to bypass a given step;
4. If the nature of the complaint, problem, or dispute involves or has been caused by the Principal or Superintendent and the team member has reason to believe the Principal or Superintendent may be less than impartial.

Employees who are uncertain as to the proper authority or the method are to discuss the matter confidentially with the Superintendent or the Chairman of the Board if the Superintendent is involved in the underlying incident.

**Retaliation Prohibited**

Retaliation of any kind against an employee for asking questions, raising concerns, making complaints, or filing grievances under this procedure is strictly prohibited. Any employee who retaliates or takes any negative action toward another employee for invoking rights under this Section shall be subject to discipline, up to and including termination of employment.

**Brookside Charter School**

**Acknowledgment and Understanding of Employee Handbook**

I have been provided a copy of Brookside Charter School's Employee Handbook ("Handbook"). I understand that I am responsible for reading the Handbook, familiarizing myself with its contents, and adhering to all of the School's policies and procedures, whether set forth in this Handbook or elsewhere.

I understand that the Handbook is designed to provide employees with information about working conditions, benefits, policies, rules, and procedures, as well as general guidelines for performance. I acknowledge that the School reserves the right to alter or amend these guidelines and policies at any time, or to deviate from or make exceptions to them in a particular instance. However, no statement or promise by anyone other than the Board of Directors may be interpreted or relied upon as a change in the policies set forth in the Handbook.

_____ _____

Employee's Signature Date

_____

Printed Name

**Acknowledgment and Understanding of Corporal Punishment Policy**

I have received a copy of, and been instructed regarding, Brookside Charter School's policy on corporal punishment. I understand and acknowledge that corporal punishment, as defined by School Policy to include any form of penalty involving bodily contact or humiliation, is strictly prohibited. Further, I understand that any violation of this policy will result in serious discipline, up to and including termination.

_____ _____

Employee's Signature Date

_____

Printed Name

## APPENDIX A
## EMPLOYEE COMPLAINT FORM

Brookside is committed to providing a work environment free from discrimination, harassment, and retaliation. Any employee can report discrimination, harassment, or retaliation, whether as a victim or a witness. One option for reporting is to complete this form and provide it to your direct supervisor. If the conduct involves your direct supervisor, you should report the conduct to your Principal or Superintendent. You are not required to use this form to file a complaint. You may choose to speak to your supervisor, the Principal, or the Superintendent; however, they may ask that you follow up any verbal complaint with a written complaint.

It is important to be as specific as possible in your complaint so that Brookside can fully investigate the conduct and take prompt corrective action, as necessary. You are not limited to the space provided, and you may attach any additional materials that may assist us in investigating the claim. We encourage you to sign and date your complaint, because it will aid our investigation; however, you may submit your complaint anonymously.

To investigate a complaint, Brookside will need to interview you, those subjected to the alleged discrimination, harassment or retaliation (if not yourself), the alleged offender(s) and any known witnesses. However, Brookside will notify all individuals involved that the investigation is confidential to the extent permitted by law and make clear that unauthorized disclosures could result in disciplinary action.

Employee Name: _____

Supervisor Name: _____

Employee Title: _____

Supervisor Title: _____

Today's Date:_____

Incident Date and Time or Period of Ongoing Incidents:

_____

_____

Incident Location:

_____

_____

Identify the individual(s) who participated in discrimination, harassment, or retaliation:

_____

_____

Identify the individual(s) subject to alleged discrimination, harassment, or retaliation:

_____

_____

Describe in detail the facts that form the basis of this complaint (attach additional sheets of paper if necessary):

_____
_____
_____
_____
_____
_____
_____
_____
_____

Did anyone else witness the alleged conduct? Please identify those individuals and describe their scope of knowledge of the alleged conduct:

_____
_____
_____
_____

Are you aware of any other evidence of the alleged conduct (for example, documents, emails, videotapes, audiotapes, or other records or materials that substantiate your complaint)? Please identify and describe any such evidence:

_____
_____
_____

How would you like to see the situation resolved?

_____
_____
_____

I acknowledge that I have read and understand the above information. I certify that to the best of my knowledge, the information I have provided on this form is accurate. I understand and acknowledge that in order for Brookside to investigate this complaint, Brookside will need to share some or all of the content of this complaint and any attachments with the alleged offender(s). I also understand that this complaint and any attachments may be viewed by appropriate personnel involved in the investigation of this complaint. I am willing to fully cooperate in this investigation.

_____ _____
Employee Signature Date

_____ _____
Signature of Supervisor Reviewing Date

## APPENDIX B
## CONFLICT OF INTEREST FORM

I acknowledge that I have received and read, understand, and agree to abide by Brookside Charter School's Conflict of Interest Policy, as outlined in this Employee Handbook ("Handbook").

[Please check one of the following.]

A. ____ To the best of my knowledge, no circumstances exist involving me, or a member of my family, that are or may be perceived as a conflict of interest within the meaning of the School's conflict of interest policy, and neither I, nor a member of my family, are affiliated with an organization with which the School does or is likely to do business.

or

B. ____ To the best of my knowledge, there do exist circumstances involving me, or a member of my family, that are or may be perceived as a conflict or potential conflict of interest within the meaning of the School's conflict of interest policy, including the affiliations such as relationships with grantees or potential grantees, contractors, or others with whom the School does or is likely to do business.

| Organization Name | Person With Conflict | Relation to Employee | Nature of Affiliation |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**EMPLOYEE NAME (PRINTED):** _____

**EMPLOYEE SIGNATURE:**_____

**DATE:** _____

**SUPERINTENDENT SIGNATURE:** _____

**DATE:** _____

# BROOKSIDE CHARTER SCHOOL

2017-18

DISCIPLINE HANDBOOK

**ENTER TO LEARN, EXIT TO LEAD**

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## INTRODUCTION

The purpose of the Discipline Handbook is to provide a safe and secure environment that enables students to acquire the academic and social skills needed to become productive members of our society. The Discipline Handbook is based on the belief that discipline is a learning experience for the student and not simply punitive in nature. It clearly sets forth the expectations Brookside Charter School has for its students and the consequences that follow any infraction of the Discipline Handbook.

Students should expect to attend Brookside Charter School without worry for their health and safety. Any student who interferes with the learning process, good order and discipline of the school, or health and safety of students, or who impairs the morale of students or teachers will be subject to disciplinary consequences under this policy.

The Board of Directors has charged the Brookside Charter School Administration with the basic responsibility for the development of regulations regarding student conduct as may be needed to maintain a constructive atmosphere at Brookside Charter. The Administration has the authority to suspend students from Brookside Charter in accordance with regulations and guidelines established by the Board of Directors as noted in the Discipline Handbook and any addendums.

Brookside Charter has the authority to manage student conduct that is detrimental to learning environment or the execution of the school's mission. Authorized school officials will hold students accountable for misconduct in school, on school property, during school-sponsored activities, and away from school or in non-school activities if it affects school discipline.

Disciplinary consequences include, but are not limited to, withdrawal of school privileges (e.g., field trips, athletics, intramurals, student clubs and activities, and school social events); removal for up to ten (10) school days by the Administration; long-term suspension by the Superintendent; or expulsion from school by the Board of Directors. Continued referrals for the same offense may result in more severe disciplinary action. Failure to comply with and complete assigned consequences will result in referral to the Board of Directors with the recommendation for expulsion from Brookside Charter School.

***No discipline policy can specifically address all discipline situations that can occur. Incidents not described in this discipline policy will be evaluated on an individual basis by the Administration.***

## POSITIVE CLASSROOM SUPPORT (PCS)

Brookside Charter School recognizes classroom management and student achievement have a direct relationship. Regardless of talents, intellect, creativity, or humor, students will appreciate the teacher or information provided when the environment has good order. The combination of a strong philosophical stand, along with strategies to create a productive learning environment, is key for experiencing success.

Positive Classroom Support (PCS) is a behavior management system that partners students with adults to help them manage disruptive or hurtful behavior. The mission of Positive Classroom Support is to help students, parents, teachers, and administrators learn techniques to create positive change and create a healthy learning environment for all students.

PCS is designed to help students address their behavior and take accountability for their part in a problem. For accountability to be meaningful, a student must acknowledge

his or her behavior while partnering with an adult to create a plan for success. To help students change behavior long-term, they must also look at the underlying skill the student is having difficulty managing. These three main skills are called Goals for Life. They are:

1. I can make a good choice even if I am mad.
2. I can do something even if I don't want to.
3. I can be okay, even when others are not ok.

In addition, PCS uses a continuum designed to support a student with disruptive or hurtful behavior in a place where he or she is most successful. Using the continuum, students will receive one redirection and then move to the next placement on the continuum. As the disruptive or hurtful behavior stops, students will process and move back through the continuum to where the behavior began. Processing includes questions that the adult asks the student so that he/she may take ownership, practice skills, and create a plan to make better choices. The continuum is as follows:

1. Regular Seat in the classroom.
2. Safe seat in the classroom.
3. Buddy room in another teacher's classroom.
4. Support room.
5. Home.

**STUDENTS' RESPONSIBILITY FOR ITEMS IN THEIR POSSESSION**

Students are responsible for any contraband found in their possession. For purposes of the Discipline Handbook, such items are deemed to be within a student's possession if the items are found in any of the following places: student's clothing (i.e., pockets, jackets, shoes, socks, etc.), student's purse/book bag, student's desk, student's locker located on school property. Brookside Charter defines contraband as drugs, weapons, alcohol, and/or other materials deemed illegal or unauthorized under Missouri and Federal law, Board policy, or the Discipline Handbook.

Students may not use radios, cellular phones, iPods, MP3 players, compact disc players, portable gaming systems, or other electronic devices in school or on school premises. If confiscated, only a parent or legal guardian may retrieve these devices. An administrative contact will be made to the parent or legal guardian. Continued misuse of electronic devices will result in further consequences as outlined in the Discipline Guidelines and Policies.

Brookside Charter School reserves the right to perform random safety screenings throughout the year. Student property may be searched based on a reasonable suspicion of an infraction of the Discipline Handbook by Administration, faculty, or staff. Reasonable suspicion must be based on facts or credible information known to the Administration. These screenings may include, but are not limited to, students' bag, locker, desk, and other school property. The privacy and dignity of students shall be respected. Searches shall be carried out in the presence of adult witnesses and not in front of other students, unless compelling or urgent circumstances exist.

## DOCUMENTATION IN STUDENT'S DISCIPLINE RECORD

All discipline records are stored electronically and maintained in Brookside Charter's Student Information System (SIS).

## EXPLANATION OF CONSEQUENCES

Students who are suspended out of school or expelled for any reason are prohibited from being on Brookside School property including arrival and dismissal of the school day. Students who are suspended or expelled are prohibited from attending or taking part in any School-sponsored activity (field trips, graduation, athletics, intramurals, student clubs and activities, and School social events), regardless of location, or any activity that occurs on School property. Students who violate these provisions will be required to leave the activity and may face further discipline, including an additional period of suspension.

### In-School Suspension (ISS)

ISS is a suspension lasting one (1) to ten (10) days as determined by the Administration and in accordance with the discipline Handbook and is served within the Support Room within school. The purpose of ISS is to keep students engaged in school in situations that might otherwise result in an out of-school suspension. The ISS program is a highly-structured class situation with emphasis placed on intensive student work. Students who refuse ISS or fail to adhere to ISS policies may receive an out-of-school suspension.

### Out-of-School Suspension (OSS)

OSS is a suspension lasting from one (1) to ten (10) days as determined by Administration and in accordance with the Discipline Handbook and is served outside the school building. The purpose of OSS is to remove a student temporarily from the school community for a more serious infraction.

### Long-term Suspension

Long-term suspension is the exclusion from school for a period of eleven (11) to one hundred eighty (180) school days and is determined only by the Office of the Superintendent.

### Expulsion

Expulsion is the exclusion from school for a period exceeding one hundred eighty (180) days. The School Board is the only governing body that may expel a student.

## BROOKSIDE CHARTER SCHOOL EXPECTATIONS

Brookside Charter expects all students attending school, extended care, or school sponsored events, to accept the obligation and responsibility to comply with Brookside Charter's Discipline Handbook. Brookside Charter holds those students who choose not to fulfill their responsibilities at school accountable for their conduct. To provide a safe and positive environment in which students can maximize their learning potential, Brookside Charter will administer consequences for any infraction in accordance with the Discipline Handbook. Below are the expectations of Brookside Charter School:

**Classroom**

- Follow classroom norms and procedures
- Follow directions from staff members the first time
- Use classroom appropriate language and volume levels
- Maintain appropriate dress code
- Use classroom materials and furniture appropriately

**Hallway**

- Follow all directions from staff members the first time
- Use appropriate language and volume levels
- Avoid blocking any walkway
- Walk at all times using the right-hand side of the hallways
- Keep hands and possessions to yourself

**Restroom**

- Follow directions from staff members the first time
- Use facilities appropriately
- Use during passing period or with permission from a staff member
- Flush toilets
- Wash hands
- Use appropriate language and volume levels
- Leave area clean and orderly
- Report any inappropriate activity to staff
- Respect others' privacy
- Be timely in the restroom

**Cafeteria**

- Follow all directions from staff members the first time
- Use appropriate language and volume level
- Use appropriate table manners
- Speak only to students sitting around you at your table
- Clean your area when finished
- Raise hand for assistance from staff members
- Stay seated unless directed to move
- Walk at all times when moving in the cafeteria

**Playground**

- Put materials away appropriately
- Use good sportsmanship
- Follow all directions from staff members the first time
- Maintain safe behavior at all times
- Follow all lining-up procedures
- Use playground equipment appropriately

**Library**

- Follow all directions from staff members the first time
- Use appropriate language and voice volume
- Handle all library books with care
- Before leaving, return all library furniture to its original location
- Follow all library rules and expectations

**Gym: Before and After School**

- Follow directions from staff members the first time
- Use school appropriate language and volume levels
- Stay seated
- Use the stairs when entering or exiting the bleachers
- Sit in the lower rows before filling upper rows

**Stairs**

- Keep hands and possessions to yourself
- Use the handrail
- Use one step at a time
- Use appropriate language and volume levels
- Don't pass others
- Stay on the right

## LEVELS OF STUDENT BEHAVIORS AND INTERVENTIONS

When students fail to meet the school behavior expectations, school staff and administrators are expected to respond to this behavior consistently and appropriately. Infractions are assigned to one or more levels of interventions. The following chart divides inappropriate and disruptive behaviors into four levels.

### LEVEL 1 BEHAVIORS AND INTERVENTIONS

Level 1 infractions will generally be addressed by the classroom teacher using interventions or disciplinary responses that teach correct, alternative behavior so students can learn and demonstrate safe and respectful school behaviors. Teachers are expected to use a variety of teaching and classroom management strategies to prevent and correct these behaviors.

| Student Infraction | Possible Adult Interventions |
|---|---|
| **Failure to Follow Classroom and Schoolwide Norms and Procedures**<br><br>**Gateway Behaviors:** Displaying behaviors that are intentionally distracting to the learning environment. These behaviors may include, but are not limited to | • Redirection<br>• Safe Seat<br>• Buddy Room<br>• Processing Meeting<br>• Restorative Conference |

| | |
|---|---|
| loud/inappropriate talking and laughing, lip smacking, foot stomping, eye rolling, or tapping/beating on the desk.<br><br>**Inappropriate Language/Profanity:** Using words in an inappropriate way. | • Logical Consequence and practice the missing skill<br>• Care Team Referral<br>• Community Service<br>• Guardian contact by teacher<br>If the behavior persists, then a Collaborative Student Plan will be implemented. |
| **Misuse of Property:** Using school property in an inappropriate way.<br><br>**Misuse of Technology:** The willful or intentional misconduct while using technological equipment at Brookside Charter School that results in inappropriate use. | • Processing Meeting<br>• Restorative Conference<br>• Community Service<br>• Administrative conference with family<br>• Logical Consequences |
| **Dress Code Violation:** Failing to comply with the dress code requirements as noted in the Family Handbook. | • Guardian contact by administration to bring appropriate clothing<br>• Loss of recess and/or gym due to unsafe shoes<br>• 4 or more infractions will result in a conference to discuss solutions |
| **Academic Dishonesty:** Scholastic dishonesty that includes, but is not limited to, cheating on school assignments/tests, plagiarism, or collusion. Academic consequences may also be assigned. | • Logical Consequences<br>• Administrative conference with family<br>• May impact your course or assignment grade |

### LEVEL 2 BEHAVIORS AND INTERVENTIONS

Level 2 infractions will generally be addressed by the Administration. Administrative interventions may be appropriate when supports have been put in place in the classroom to address student behavior but the behavior has continued to have a negative impact on the learning of the student and others. These actions aim to correct behavior by stressing the seriousness of the behavior while keeping the student in school.

Furthermore, if past interventions and supports have been put in place but the behavior continues to escalate, possible disciplinary actions may include in-school suspension from 1-10 days, out-of-school suspension from 1-10 days and/or a referral to the Office of the Superintendent.

| Student Infraction | Possible Administrative Interventions |
|---|---|
| **Chronic Level 1:** The continuation of Level 1 infractions, even with interventions.<br><br>**Defiance to Authority:** Challenging authority by arguing or talking back to staff members.<br><br>**Failure to Comply with a Student Plan:** Failing to follow the agreed upon guidelines of their Collaborative Student Plan.<br><br>**Instigating a Fight:** Intentionally promoting a student to engage another student in a physical conflict and/or promoting other students to engage in a physical conflict.<br><br>**Public Display of Affection:** Physical contact that is inappropriate for the school setting including, but not limited to, kissing, hugging, and groping.<br><br>**Sexually Inappropriate Behavior:** Engaging in sexually inappropriate behavior, language, gestures, literature, or other artwork.<br><br>**Theft Minor:** Unauthorized taking possession of or receiving stolen property of another up to fifty dollars. Restitution may be required. | **1st Infraction**<br>• Written Referral<br>• Processing Meeting<br>• Guardian contact by Assistant Principal<br>• Restorative conference<br>• Meet with the counselor<br>• Support Room: Up to 1 day<br>• Community Service<br><br>**2nd Infraction**<br>Above interventions plus:<br>• Collaborative Student Plan<br>• Support Room: Up to 2 days<br>• Up to 3 days ISS<br><br>**3rd Infraction**<br>Above interventions plus:<br>• Administrative Conference<br>• Support Room: Up to 3 days<br>• 1-day OSS<br><br>**4th Infraction**<br>Above interventions plus:<br>• Care Team Referral<br>• Up to 2 days OSS<br><br>**Subsequent Infractions**<br>• 3-day OSS, 5-day OSS, 10-day OSS (returns to Superintendent meeting) |
| **Dangerous Behavior**: Behaving in such a way as could injure themselves, injure others or pose a safety concern including, but not limited to, throwing objects, shoving furniture, kicking objects, and horseplay.<br><br>**Leaving a Supervised Area Without Permission:** Leaving a designated area where they are supervised without permission from the supervisors | **1st Infraction**<br>• Written Referral<br>• Processing Meeting<br>• Guardian Contact by Assistant Principal<br>• Restorative and/or Administrative Conference<br>• Collaborative Student Plan and/or Care Team Referral<br>• Meet with the counselor<br>• Support Room<br>• Up to 3 days ISS |

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|---|---|
| | • Community Service<br><br>**2nd Infraction**<br>Above interventions plus:<br>• 1-3 days ISS or 1-day OSS<br><br>**3rd Infraction**<br>Above interventions plus:<br>• Up to 2 days OSS<br><br>**4th Infraction**<br>Above interventions plus:<br>• Up to 3 days OSS |
| **Property Damage/Vandalism (Minor):** Participating in an activity that results in up to fifty dollars of destruction or disfigurement of property. | • Processing Meeting<br>• Restorative Conference<br>• Community Service<br>• Administrative conference with family<br>• Logical Consequences<br>• Restitution may be required |

### LEVEL 3 BEHAVIORS AND INTERVENTIONS

Level 3 infractions will be addressed by the Administration. Level 3 infractions are more serious behaviors that have a serious impact on the safety of others in school. Possible disciplinary actions may include in-school suspension from 1-10 days, out-of-school suspension from 1-10 days, and/or a referral to the Office of the Superintendent.

| | |
|---|---|
| **Chronic Level 2:** The continuation of Level 2 infractions, even with interventions.<br><br>**Abusive, Obscene, Offensive, or Profane Language:** Using any language, acts, unwelcome remarks or expressions, names, slurs, obscene gestures, innuendoes, or other verbal conduct reflecting on an individual's sex, race, religion, color, national origin, ancestry, age, disability, or sexual orientation with any staff or students that has the purpose or effect of creating an intimidating, hostile, or offensive educational environment.<br><br>**Trespassing:** Being physically present on school property or at a school event after being directed not to be there including periods of dismissal or suspension.<br><br>**Leaving the School Without Permission:** Leaving school grounds during the designated school day without obtaining consent of the proper school authority. | **1st Infraction**<br>• Written Referral<br>• Restorative and/or Administrative Conference<br>• Guardian Contact by Assistant Principal<br>• Collaborative Student Plan and/or Care Team Referral<br>• Meet with the counselor<br>• 2 days ISS<br>• Community Service<br><br>**2nd Infraction**<br>Above interventions plus:<br>• 1-day OSS<br>• Return to 2 days ISS |

| | |
|---|---|
| | **3rd Infraction**<br>• Care Team Referral Evaluation<br>• 3-day OSS<br>• Return to 2-day ISS<br><br>**Subsequent Infractions**<br>• 5-day OSS, 10-day OSS (returns to Superintendent meeting) |
| **Fires/False Alarms/911 Calls:** Tampering or interfering with fire alarm system, false 911 calling/reporting, or failure to exercise caution, resulting in fire. | **1st Infraction**<br>• 5-day OSS and returns to 5-day ISS<br>• Guardian Contact<br>• Referral written on official record |
| **Fighting:** Violence that occurs whenever anyone inflicts injury or discomfort upon another person's body, feelings, or possessions.<br><br>**Gang Activity:** Engaging in conduct on behalf of a gang, perpetuating the existence of any gang, affecting the common purpose and design of any gang, or representing a gang affiliation in any way.<br><br>**Property Damage/Vandalism Major:** Participating in an activity that results in more than fifty dollars of destruction or disfigurement of property. Restitution may be required.<br><br>**Sexual Misconduct:** Engaging in sexual behavior, including but not limited to, sexual intercourse, viewing sexually explicit material, indecent exposure, sexting, and other sexual contact.<br><br>**Use/Possession of a Simulated Weapon:** Possessing, concealing, or displaying a simulated weapon including, but not limited to, toy guns and/or cap guns that would put a reasonable person in fear or apprehension of harm.<br><br>**Theft Major:** Unauthorized taking possessions of or receiving stolen property of another more than fifty dollars. Restitution may be required.<br><br>**Threats to Staff or Student:** Any oral, written, physical threat, sign, or act that conveys intent to cause harm or violence and in doing so creates a reasonable fear that such violence may occur. | **1st Infraction**<br>• Guardian Contact by Assistant Principal<br>• Restorative and/or Administrative Conference<br>• Meet with counselor<br>• Collaborative Student Plan<br>• 1-day OSS<br>• Return to 2-day ISS<br>• Referral written on official record<br><br>**2nd Infraction**<br>Above interventions plus:<br>• 3-day OSS<br>• Return to 2-day ISS<br><br>**3rd Infraction**<br>Above interventions plus:<br>• Care Team Referral Evaluation<br>• 5-day OSS<br><br>**4th Infraction**<br>• Up to 10-day OSS<br>• Guardian Meeting with Superintendent |

| | |
|---|---|
| **Use/Possession of Combustibles:** Possessing substances/objects readily capable of causing bodily harm and/or property damage including, but not limited to, matches, lighters, firecrackers, gasoline, lighter fluid, or live ammunition.<br><br>**Bullying:** Continuous or potentially continuous intimidation or harassment that causes a reasonable student to fear for his or her physical safety or property. May consist of physical actions, including gestures, or oral, cyber-bullying, electronic, or written communication, and any threat of retaliation for reporting such acts. | |
| **Property Damage/Vandalism (Major):** Participating in an activity that results in over fifty dollars of destruction or disfigurement of property. | • Processing Meeting<br>• Restorative Conference<br>• Community Service<br>• Administrative conference with family<br>• Logical Consequences<br>• Restitution may be required |

### LEVEL 4 BEHAVIORS AND INTERVENTIONS

Level 4 infractions will be addressed by the Administration. Level 4 infractions are more serious behaviors that have a serious impact on the safety of others in school. Possible disciplinary actions may include in-school suspension from 1-5 days, out-of-school suspension from 5-10 days, long-term out-of-school suspension, a referral to the Office of the Superintendent, and/or the notification of law enforcement.

| **Student Infraction** | **Possible Administrative Interventions** |
|---|---|
| **Arson:** Planning and/or participating in malicious burning of property<br><br>**Assault**: An actual and intentional touching or striking of another student or staff member against his/her will with the intent of causing serious physical harm<br><br>**Conspiracy to Commit a level IV Offense**: An agreement, plan, and/or concerted effort by one or more persons to commit a Class IV offense. | • Administrative Conference<br>• Restorative Conference<br>• Meet with the counselor<br>• 1-10 days ISS/OSS<br>• Referral to the Office of Superintendent |

| | |
|---|---|
| **Criminal Act Against a Staff Member**: Committing an act against staff member that would be a crime if committed by an adult.<br><br>**Robbery/Extortion**: The taking of, or attempting to take anything of value that is owned by another organization and/or individual, under confrontational circumstances, by force, threat of force, violence, or by putting victim in fear.<br><br>**Selling Controlled Substances**: Selling or distributing illegal drugs, synthetic drugs/imitations, alcohol, tobacco, or other controlled substances.<br><br>**Use/Possession of Controlled Substances**: Being under the influence of or possessing illegal drugs, synthetic drugs/imitations, alcohol, tobacco, or other controlled substances.<br><br>**Use/Possession of Paraphernalia**: Possessing items used to pack, weigh, store, contain, conceal, inject, ingest, inhale, other otherwise introduce into the body a controlled substance.<br><br>**Use/Possession of Toxic Substance**: Using intoxicants that cause a loss of control or inebriation including, but not limited to, glue, solvent, ammonia, and similar substances.<br><br>**Sexual Assault**: Engaging in forced sexual contact, sexual activity, or behavior.<br><br>**Terroristic Threats**: Threatening to commit any crime of violence with intent to terrorize another or to cause evacuation of a building, place of assembly, or vehicle.<br><br>**Weapon and/or Firearm**: Possessing and/or using an instrument, firearm, device or projectile that could be used for attack, defense against another person, to threaten/intimidate another person, or inflict physical injury or harm to another person | • Possible referral to law enforcement<br>• Expulsion from school by the Board of Directors<br>• Long-term out of school suspension up to 180 days by the Office of Superintendent |

***No discipline policy can specifically address all discipline situations that can occur. Incidents not described in this discipline policy will be evaluated on an individual basis by the Administration.***

**DISCIPLINE OF STUDENTS WITH DISABILITIES**

Note: Students with special needs (i.e., disabilities, IEPs or Section 504 Plans) will be disciplined in accordance with federal and state law, as well as School policy.

**Removal from Current Educational Placement for Not More Than Ten Consecutive School Days; Not More Than Ten Cumulative Days Removal for the Current School Year.**

A student with a disability who violates Brookside Charter School's discipline policy who has not been removed from the current educational placement for more than ten (10) cumulative days for the current school year may be disciplined for not more than ten (10) consecutive school days in the same manner as other students.

Services will not be provided to the student when the total number of days the students has been removed from the current educational placement is not more than ten (10) days, unless services are provided to children without disabilities who have been similarly removed.

**Removal from Current Educational Placement for More than Ten Cumulative School Days**

A student with a disability who violates Brookside Charter School's discipline policy who has been removed from the current educational placement for more than ten (10) cumulative days in the current school year may be disciplined for not more than ten (10) consecutive school days in the same manner as other students, if the pattern of short term exclusions totaling more than ten (10) cumulative days does not constitute a change of placement. If more than 10 days pass before the child returns to class, the IEP student will receive services.

On the eleventh day of removal in a school year, Brookside Charter School will provide educational services. If the cumulative removals do not constitute a change of placement, the services to be provided will be determined by school personnel in consultation with the student's special education teacher.

A series of removals from the current educational placement for more than ten (10) days may amount to a pattern of exclusion that constitutes a change of placement. If a student with a disability has been removed for more than ten (10) cumulative school days and the removals constitute a change of placement, or if a school administrator determines that a removal for more than ten (10) consecutive school days is being considered, on the date a decision to make such a removal is made, the parents will be notified of the decision and provided a copy of the IDEA procedural safeguards.

Not later than ten (10) business days after commencing a cumulative removal that constitutes a change of placement or when considering a removal of greater than ten (10) consecutive school days, the School will convene an IEP meeting to develop a functional behavioral assessment plan if one has not previously been conducted. After completing the assessment, an IEP meeting will be held to develop a behavioral intervention plan if appropriate and necessary. If a behavior plan already has been developed, the IEP team will meet to review the plan and its implementation. The plan and its implementation will be modified as necessary.

In addition, not later than ten (10) days after the date of the decision to remove a student for more than ten (10) cumulative days constituting a change of placement or for consideration of a removal of more than ten (10) consecutive school days, the IEP team and other qualified personnel will meet to review the relationship between the student's disability and the behavior subject to disciplinary action.

If a determination is made that the student's behavior was not a manifestation of the student's disability, disciplinary rules will be applied to the student in the same manner

they would be applied to a student without a disability, except that a free appropriate public education will be provided to the student as determined by the IEP team.

**Long-Term Changes in Placement** (Drugs, Weapons, and Bodily Injury)

In addition to any other actions consistent with this regulation, School administrators may assign a student to an interim alternative educational setting for a period of time not to exceed forty-five (45) calendar days, when a student with a disability is involved in a disciplinary action involving:

1. Possession of a weapon at school or at a school function; or

2. Possession or use of illegal drugs or sale or solicitation for sale of a controlled substance while at school or at a school function; or

3. A serious bodily injury.

On the date a decision to make such a removal is made, the parents/guardians will be notified of the decision and provided a copy of the IDEA procedural safeguards.

Not later than ten (10) business days after commencing such a removal, the School will convene an IEP meeting to develop a functional behavioral assessment plan if one has not been previously conducted. After completing the assessment, an IEP meeting will be held to develop a behavioral intervention plan if appropriate and necessary. If a behavior plan already has been developed, the IEP team will meet to review the plan and its implementation. The plan and its implementation will be modified as needed.

Not later than ten (10) days after the date of the decision to assign a student to an interim alternative educational setting, the IEP team and other qualified personnel will meet to review the relationship between the student's disability and the behavior subject to the disciplinary action and to determine the interim alternative educational placement.

The IEP team will decide on an interim alternative educational setting that will allow the student to continue to progress in the general curriculum, to receive the services and modifications that will enable the child to meet the goals set out in the student's IEP, and to receive services and modifications to attempt to prevent the student's behavior from recurring.

## STUDENT DUE PROCESS

Students have the right to appeal disciplinary actions taken against them by an official of Brookside Charter School. In-School Suspensions and Out-of-School Suspensions not exceeding ten (10) days are not open to appeal beyond the building principal.

Before any student is suspended:

- The student shall be given oral notice of the charges which form the basis of the proposed suspension.
- The student shall be given the opportunity to present their version of the incident.
- If a student denies the charges, the student will be given an explanation of the facts that form the basis of the charges.

Students with disabilities may not be excluded from special education services for more than ten (10) school days in a school year. For more information, see previous Section titled "Discipline of Students With Disabilities."

**Appeal Process**

Any suspension of more than ten (10) days entitles the student to appeal the action to the Superintendent. If the student or parent gives notice of his or her intent to appeal the suspension, the suspension shall be stayed until the Superintendent renders its decision. However, if, in the judgment of the Superintendent, the student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the student will be immediately removed from school and the hearing will follow as soon as practical.

**Parents/Legal guardians may pursue an appeal of suspension by**:

- Returning the appeal form to the building level administrator, within ten (10) school days from the notification of suspension.

- Appeals should be restricted to statements of fact directly pertaining to the infraction that resulted in imposition of the long-term suspension. Notification of the status of the appeal will be sent to the guardian within seven (7) school days of receipt of the written appeal.

## PROHIBITION AGAINST BULLYING

Missouri law provides as follows:

1. Every district shall adopt an antibullying policy by September 1, 2007.

2. "Bullying" means intimidation or harassment that causes a reasonable student to fear for his or her physical safety or property. Bullying may consist of physical actions, including gestures, or oral, cyber-bullying, electronic, or written communication, and any threat of retaliation for reporting of such acts.

3. Each district's anti-bullying policy shall be founded on the assumption that all students need a safe learning environment. Policies shall treat students equally and shall not contain specific lists of protected classes of students who are to receive special treatment. Policies may include age-appropriate differences for schools based on the grade levels at the school. Each such policy shall contain a statement of the consequences of bullying.

4. Each district's antibullying policy shall require district employees to report any instance of bullying of which the employee has firsthand knowledge. The district policy shall address training of employees in the requirements of the district policy.

R.S.Mo. § 160.775.

Brookside Charter expressly adopts the foregoing. Brookside Charter strictly prohibits any form of bullying or intimidation by students toward School personnel or students on school grounds, at a school sponsored activity, on a school bus, or in any school-related context. Consistent with the foregoing, Brookside Charter considers bullying

to be any intentional action by an individual or group of individuals to inflict physical, emotional, or mental suffering on another individual or group of individuals.

## PROHIBITION AGAINST DRUGS AND ALCOHOL

The use of controlled substances, alcohol, and substances represented to be such, as well as the possession of drug paraphernalia, is prohibited at all times and is subject to disciplinary action. (For medication, families are required to follow "Medication: Policy and Procedures for Dispensing.")

## PROHIBITION AGAINST FIREARMS AND WEAPONS

Brookside Charter prohibits the possession of firearms and weapons on school premises at all times, except for possession by duly-authorized law enforcement officials acting in their official capacity.

For purposes of school policy, "school premises" includes all Brookside Charter buildings, grounds, vehicles, and parking areas. This prohibition also extends to the sites of on-site and off-site school activities, whether or not those school activities occur on Brookside Charter property.

Brookside Charter will notify law enforcement officials and the individual violating this policy must leave the premises. Suspensions of students are for no less than one (1) year and are subject to permanent expulsion. However, the Superintendent (or his or her designee) may modify such suspension or recommendation for expulsion on a case-by-case basis. Brookside Charter policy bars non-students from all school premises and school activities for a period of one (1) Year. Subsequent violations by the same individual will result in additional school-related restrictions.

A "weapon" may include any of the following: weapons listed under Notice Provision Missouri Safe Schools Act, Section II; knife (see statutory definition under Missouri Safe Schools Act, Section II; ordinary pocket knife or an instrument with a blade measuring four inches or less in length; pen knives; projectile weapon (e.g., pellet gun, BB gun, slingshot, bow, crossbow, etc.); blackjack; knuckles; pepper spray; mace; "tasers"; and normal school supplies, household items, or other materials (examples include, but are not limited to, scissors, nail files, chains, laser beam pointers, razor blades, box cutters, combination and/or pad locks, etc.), which are used for attack, to threaten, intimidate, or inflict physical injury or harm on another person, when such items are actually used as a weapon.

## PROHIBITION AGAINST SMOKING

Brookside Charter strictly prohibits the use, sale, transfer, and possession of tobacco products at school and at school-sponsored activities. Brookside Charter is a smoke-free campus. This includes vehicles parked on the premises.

## MISSOURI SAFE SCHOOLS ACT COMPLIANCE

Brookside Charter School operates in compliance with the Missouri Safe School Act. The Missouri Safe School Act includes the following areas:

### Corporal Punishment

Brookside Charter School employees are strictly prohibited from using corporal punishment with children. Corporal punishment is defined as any penalty involving bodily contact or humiliation including spanking, hitting, slapping, taping the mouth, putting

stickers on mouths, yelling, screaming, or ridiculing children, or any other form of punishment which the Brookside Charter School Administration deems unnecessarily forceful, inappropriate, and/or harmful to children. The Brookside Charter School Administration retains the right to determine the severity of such actions.

## Violence

"Violence occurs whenever anyone inflicts or threatens to inflict physical or emotional injury or discomfort upon another person's body, feelings, or possessions." (Hazelden/Johnson Institute.) Brookside Charter School defines "**acts of school violence**" or "**violent behavior**" as "the exertion of physical force by a student with the intent to do serious bodily harm to another person while on school property, including a school bus in service on behalf of the school or while involved in school activities." "Serious physical injury" is physical injury that creates a substantial risk of death or that causes serious disfigurement or protracted loss or impairment of the function of any part of the body, to another person while on school property, including a school bus in service on behalf of the school, or while involved in school activities. The Administration must report acts of school violence to "need to know" employees (school personnel who are directly responsible for the student's education or who interact with the student while acting within the scope of their assigned duties).

The Administration is also required by law to report to law enforcement authorities any of the following criminal acts, committed by adults or children, occurring on school property: first and second degree murder, kidnapping, first and second and third degree assault, forcible rape, forcible sodomy, first and second degree burglary, first degree robbery, distribution of drugs, arson, voluntary and involuntary manslaughter, sexual assault, felonious restraint, property damage, possession of a weapon, child molestation in the first degree, deviant sexual assault, sexual misconduct involving a child, sexual abuse, harassment, and stalking.

This explanation of violence is required by law and is important for implementing a safe school environment. Brookside Charter School, however, has a strong reputation as a caring community with a positive learning environment. Our compliance with the law is intended to ensure this continued reputation.

Additionally, school administrators are required to report acts of school violence to the proper authorities. When a pupil allegedly commits an assault or possesses controlled substances or weapons, the incident must immediately be reported to the police. "Assault," "controlled substances," and "weapons" are defined in this handbook.

In addition, if the school is notified by a juvenile officer that a petition has been filed alleging that a pupil has committed a serious offense against persons or property, teachers and other school employees with a need to know shall be notified of the information. Any information regarding serious offenses shall be kept confidential and may only be used for the limited purposes of assuring that good order and discipline are maintained in the school. This information may not be used as the sole basis for not providing educational services to a pupil. If a student's IEP includes an indication that the student's condition includes violent behavior, this information will be provided to teachers and other school employees with a need to know.

The Administration shall report, as soon as possible, to the appropriate law enforcement agency any of the following felonies, or any act which if committed by an adult would be one of the following felonies, committed on school property or while involved in school activities: 1. first degree murder; 2. second degree murder; 3. kidnapping; 4. first degree assault; 5. forcible rape; 6. forcible sodomy; 7. burglary in the first degree; 8.

burglary in the second degree; 9. distribution of drugs; 10. distribution of drugs to a minor; 11. arson in the first degree; 12. voluntary manslaughter; 13. involuntary manslaughter; 14. second degree assault; 15. sexual assault; 16. felonious restraint; 17. property damage; and 18. Possession of a weapon.

The Board of Directors is authorized to remove immediately through suspension or expulsion a pupil upon finding by the Administration or the Board that such pupil poses a threat of harm to self or others, based upon the child's prior conduct.

No school board is permitted to readmit or enroll a pupil suspended or expelled for having committed certain felonies.

## DEFINITIONS

For purposes of this section, the following definitions apply:

**Administrative Conference:** A meeting with an administrator.

**Buddy Room**: Designated area (desk and/ or study carrel) in another teacher's room.

**Behavior Plan:** A more comprehensive individualized student driven plan designed to address multiple skills or behaviors in order to help that student be successful at school. These plans consist of multiple interventions or support strategies.

**Care Team Referral:** The student's behavior is documented and sent to the Care Team for consultation, review, or further action.

**Collaborative Student Plan:** An individualized student plan created by the student, teacher, parent/guardian, counselor, and/or administration to address multiple missing skills or unwanted behaviors that are hindering the student from being successful in the classroom. This plan may consist of multiple interventions or support strategies.

**Community service:** Work that is done to improve the Brookside community.

**Contraband:** Drugs, weapons, alcohol and/or other materials deemed illegal or unauthorized under Missouri and Federal law, Board policy or the Discipline Handbook.

**Expulsion:** Expulsion is the exclusion from school for a period exceeding one hundred eighty (180) days. The School Board is the only governing body that may expel a student.

**In-School Suspension:** ISS is a suspension lasting one (1) to ten (10) days as determined by the Administration and in accordance with the discipline Handbook and is served within the Support Room within school.

**Logical Consequences**: Outcomes to educate students that are connected to choices that students make.

**Long-term Suspension:** Long-term suspension is the exclusion from school for a period of eleven (11) to one hundred eighty (180) school days and is determined only by the Office of the Superintendent.

**Out-of-School Suspension:** OSS is a suspension lasting from one (1) to ten (10) days as determined by Administration and in accordance with the Discipline Handbook and is served outside the school building.

**Processing Meeting**: Questions that the adult asks the student so that he/she may take ownership, practice skills and create a plan to make better choices.

**Redirection**: After basic classroom management, this signals the final warning given to student prior to asking student to move to the safe seat.

**Restitution:** After notice to, or a conference with the student and parents/guardians, a student may be required to repair, restore, replace, or pay for damaged, vandalized, lost, or stolen school property.

**Safe Seat**: A designated seat within the classroom, away from peers.

**Support Room**: A room specifically available for students who need a time out / safe area with an adult who can help them calm down, partner and plan.

**Think Sheet:** A written reflection completed in a safe seat or buddy room designed to help a student record his/her feelings, revisit the reasons for the choices that were made, and decide on behaviors that will help ensure success in the classroom.

**Triage:** A systematic way to provide early intervention and support for students that helps the student focus on accepting responsibility for the outcome of his/her day.

# Family Handbook
# 2017-18

**ENTER TO LEARN, EXIT TO LEAD**

**BROOKSIDE CHARTER SCHOOL**

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www.brooksidecharter.org

## BSDS, Inc. dba BROOKSIDE CHARTER SCHOOL

BSDS, Inc. dba Brookside Charter School is the not-for-profit agency that governs and manages Brookside Charter School. This agency includes the Charter Elementary, Middle School, and Extended-Care.

This Family Handbook is subject to Board policy. The Board of Directors reserves the right to change Board policy, as well as this Family Handbook. Board-approved changes to the Family Handbook or Board policy do not void parent and student agreement to provisions of the Family Handbook. The most current version of the Family Handbook is available at www.brooksidecharter.org.

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# BROOKSIDE CHARTER SCHOOL

# 2017-2018

### JULY

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### NOVEMBER

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### IMPORTANT DATES

July 24, Admin and Office Report (Building Closed)
July 26-28, New Teacher Training
July 26th, Building Open for STAFF ONLY
July 31- August 8 STAFF Prof Development
August 1, Building OPEN for Parents
August 4, UMKC Convo
August 7 -8 , Back to School Conferences
August 9, Building CLOSED
August 10 - First Day of School
September 4, NO SCHOOL (Labor Day)
September 8, 1st QTR Mid-Term (21 Days)
October 6, NO SCHOOL (PD MCPSA)
October 9, NO SCHOOL (Columbus Day)
October 13, 1st QTR Ends (44 Days)
October 30, NO SCHOOL (Fall Conferences)
October 31, NO SCHOOL
November 21, 2nd QTR Mid-Term (69 Days)
Nov 22-27, NO SCHOOL (Thanksgiving Break)
November 27, NO SCHOOL (Work Day)
December 22, 2nd QTR Ends (88 Days)
Dec 25 - Jan.3, NO SCHOOL (Holiday Break)
January 3, NO SCHOOL (Work Day)
January 15, NO SCHOOL (MLK, Jr)
February 9, 3rd QTR Mid-Term (111 Days)
February 19, NO SCHOOL (Presidents' Day)
March 9, 3rd QTR Ends (130 Days)
March 12 - 16, NO SCHOOL (Spring Break)
March 30, NO SCHOOL
April 2, NO SCHOOL
April 13, 4th QTR Mid-Term (149 Days)
April 27, NO SCHOOL (Spring Conference)
April 30, NO SCHOOL
May 24, Last Day of School (1 pm Dismissal) (178 Days)
May 28, Memorial Day
May 29, STAFF Workday

***Summer School May 30 - June 29 (23 Days)***

### JANUARY

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### FEBRUARY

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### MARCH

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### MAY

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### JUNE

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| 25 | 26 | 27 | 28 | 29 |

# IMPORTANT NOTE

## Parent/Guardian and Student Acknowledgement

Brookside Charter School requires all families and students to read and understand the Family Handbook. All families and students are required to follow the expectations and procedures set forth in the Family Handbook. Therefore, parents/guardians must review every page of the Family Handbook with their student. Discussions and reviews of the Family Handbook conducted by school staff are in addition to, not instead of, the parents or guardians' review.

Both students and parents/guardians must acknowledge that they have received and reviewed the Family Handbook. Failure to sign the Parent/Guardian Acknowledgement will not prevent students from being held accountable for their behavior and being subject to consequences listed within this Family Handbook, but could limit their access to certain programs at Brookside Charter.

# Acknowledgement of the 2017-2018 Family Handbook and Discipline Handbook

## Parent/Guardian Acknowledgment

I certify that I received copies of the 2017-2018 Family Handbook and Discipline Handbook and reviewed both with my child.

I understand that the consequences section of the Discipline Handbook establishes guidelines for Administrators, and the Administration shall have discretion to impose consequences in a manner that is developmentally appropriate based on the age of my child.

I have reviewed the Attendance Requirements in this Family Handbook. I understand that every student is required to maintain at least 90% attendance per class period. Regular and punctual patterns of attendance are expected of each student enrolled at Brookside Charter School.

I understand that it is my responsibility to keep the school informed of any name, address, or phone number changes, especially work phone numbers and changes of marital status involving custody of the child.

_____

Parent/Guardian's Printed Name

_____ _____

Parent/Guardian's Signature Date

## Student Acknowledgment

I certify that I received copies of the Family Handbook and Discipline Handbook. I have reviewed each page of the Family Handbook and Discipline Handbook and agree to abide by the policies and procedures outlined in the Handbooks.

_____

Student's Printed Name

_____ _____

Student's Signature Date

Once all signatures are in place on this form, student should return the form to his or her Homeroom Teacher. The signed acknowledgment will be maintained in the office of the building the student attends.

**SCHOOL OFFICAL USE ONLY:**

Received: _____/_____/_____

By (initial): _____

# GENERAL OPERATIONS

# Enter to Learn, Exit to Lead

## MISSION STATEMENT

### "The Brookside Way"

We believe in our students and are committed to providing them
with unlimited opportunities to learn and grow as leaders.

## VISION

Brookside Charter School is a *Leader in Me*™ School that teaches and implements the 7 Habits of Highly Effective People to ensure students feel empowered in their daily lives. Students are critical thinkers that are not afraid of failure, because they learn from their strengths and weaknesses. The caring staff creates a safe environment where learning is student centered. Educators collaborate to deliver quality instruction that drives academic excellence. Families work side by side with staff to prepare leaders for today's society.

## 8 ESSENTIALS

1. We are a *Leader in Me*™ School.
2. Instruction is student centered: Students are actively involved in constructing their own knowledge.
3. Instruction is data driven.
4. Instruction is literacy based.
5. Curriculum is based on standards.
6. Leadership is shared within a collaborative culture.
7. Families are valued as integral partners.
8. Self-discipline is fostered through non-punitive, student-centered strategies.

## SCHOOL SPONSORSHIP, LEADERSHIP, AND STAFF

### CHARTER SPONSORSHIP

The University of Missouri – Kansas City

### BOARD OF DIRECTORS

Vickie Miller, President
Larry Ehern, Vice President
Koji Watanabe, Treasurer
Sherry Twyman, Secretary
Kiva Dennis, Board Member
Jason LaSalle, Board Member
Eric Sipes, Board Member

### ADMINISTRATION

Roger Offield, Superintendent
Emily Twyman, Principal (Pre-K – 4)
Anastasia Linebach, Assistant Principal (Pre-K – 4)
Ryan Blake, Principal (5 – 8)
James Smith, Assistant Principal (5 – 8)

### OFFICE PERSONNEL

Jasmine George, Business Manager
Twannia Burnett, Elementary School
Tamica Whetstone, Middle School
Yolanda Irvin, Front Office

BSDS, Inc. dba Brookside Charter School is the governing agency for Brookside Charter School. Brookside Charter School is sponsored by the University of Missouri – Kansas City. Brookside Charter School's Board of Directors determines the policies, approves the budget, plans for the future, and hires and advises the Superintendent. The Superintendent has the authority from the Board of Directors to implement policies, supervise staff, and run the daily operations of the school. The operation of the school also includes the other members of the Administrative Team. The Board of Directors, Superintendent, and Administrative Team work together.

Members of the Brookside Charter School Board of Directors have been selected for their areas of expertise and outreach into the community. The Board of Directors operates in accordance with Missouri's open meeting laws. Meetings are generally held on the last Monday of each month in the Board conference room. Notice of the time, date, and place of each meeting, as well the tentative agenda, will be posted outside the Front Office at least 24 hours in advance of the meeting (exclusive of holidays and weekends).

Visitors are welcome to attend the open session of the meeting of the Board of Directors. Members of the Board of Directors and Brookside Charter School's Administration participate during these meetings. Visitors exclusively observe unless they have previously petitioned the Board of Directors and have been invited to participate.

## CONTACTING US

The Board of Directors and Administration are eager to hear comments, concerns, hopes, and wishes from Brookside's families. Methods of communication include:

- Meetings with faculty.
- Meetings with and/or letters to the Administration.
    - Parents may schedule meetings collectively or individually. We are eager to inform you regarding the decision-making processes and operations of the school.
- Letters to the Board of Directors through the Office.

**Contact Information:**

Brookside Charter School
1815 East 63rd Street
Kansas City, Missouri 64130
Tel.: (816) 531-2192

Roger Offield, Superintendent
roffield@brooksidecharter.org
(816) 531-2192 x2205

Emily Twyman, Principal Pre-K – 4
etwyman@brooksidecharter.org
(816) 531-2192 x1107

Ryan Blake, Principal 5 – 8
rblake@brooksidecharter.org
(816) 531-2192 x2306

## NOTICE OF NON-DISCRIMINATION

*Brookside Charter School does not discriminate or in any way prefer any student over another student based on race, religion, color, gender, national origin, ethnicity, disability, sexual orientation, perceived sexual orientation, socioeconomic status, proficiency in English, or athletic ability and admits students to all the rights, privileges, programs, and activities accorded or made available to students at the school.*

**Non-Discrimination Explanation**

Discrimination involves treating persons as members of groups, rather than treating them as individuals with their own diverse capacities and merits. It includes any conduct that is based on race, color, gender, religion, national origin, socioeconomic status, ethnicity, disability, age, sexual orientation or perceived sexual orientation, or marital status. Discrimination is perpetuated by both individuals and institutions. Schools, as one of society's most influential institutions, must address this issue and treat it with the importance it deserves.

Brookside Charter School strives to develop each student's fullest potential as a unique human being. Doing this this requires an awareness of the subtlety and harmfulness of all forms of discrimination. It is the responsibility of each board member, administrator, teacher, staff member, parent/guardian, and student to understand the

nature of discrimination and see that it is eliminated.

The Brookside Charter School Board of Directors affirms its intent to provide equal opportunity in its programs, practices and activities regardless of race, color, gender, religion, national origin, socioeconomic status, ethnicity, disability, age, sexual orientation or perceived sexual orientation, or marital status.

Actions, statements, or other conduct by students, staff, or Administration constituting discrimination on any basis set forth above is strictly prohibited on school premises or in connection with any school-related program or activity and may be grounds for disciplinary action.

Brookside Charter School is committed to following a policy of non-discrimination in all of its programs and activities. Brookside Charter School will endeavor to ensure an environment for students, employees, and patrons free of discrimination, including an environment free of racial, religious, sexual or other unlawful harassment. This policy prohibits harassment in any form, including verbal and physical harassment, unwelcome comments, jokes or statements of a discriminatory nature, and unwelcome advances.

The following individual has been designated to handle inquiries regarding Brookside Charter's Anti-Discrimination Policies:

Roger Offield, Superintendent
Brookside Charter School
1815 East 63rd Street
Kansas City, Missouri 64130
(816) 531-2192 x2205

If the issue concerns the Superintendent, individuals may contact another member of the Administrative Staff or the Chairman of the Board of Directors.

## AMERICANS WITH DISABILITIES ACT

Brookside Charter School complies with all aspects of the Americans with Disabilities Act (ADA).

- Families with children with special needs as indicated in the ADA are requested to provide the Brookside Charter School Administration with written reports and diagnoses from the child's physician and other professionals in order for Brookside Charter School to meet the child's needs.

- ADA-compliant restrooms are located in both the Elementary and Middle School and marked with appropriate signage.

## SPECIAL EDUCATION

Brookside Charter School provides special education services for children with current Individual Education Plans (IEPs) and students who are evaluated and qualify for services. Students may be referred by faculty and/or families to the Building Administrator for special education evaluation. For any questions or concerns about the process, please contact Ryan Blake, Principal 5 – 8, at rblake@ brooksidecharter.org or (816) 531-2192 x2306.

## INCLUSION POLICY

Brookside Charter School complies with the Individuals with Disabilities Education Act 9 (IDEA & IDEA-97), the Family Educational Rights and Privacy Act (FERPA), and Section 504 of the Rehabilitation Act of 1973. Brookside Charter School will comply with federal and state special education requirements and Individual Education Programs (IEPs) recommended by the committee. Brookside Charter School may provide services both directly and under contract with outside providers.

Brookside Charter School is committed to a program of responsible inclusion for students with special needs. This means that after an evaluation indicates services needed, an educational program will be designed to meet the learning needs of the broadest spectrum of students within the regular classroom. Special education teachers will work with teachers and students with special needs within the regular classroom—and also in separate settings, when necessary, to meet the individual needs of the child. Brookside Charter School will work to ensure that students with special needs remain involved and focused.

Brookside Charter School will work with special education students for intensive, short-term, "pull-asides." The teachers will then return to classroom activities with support materials, plans, and follow-up. Brookside Charter School will also provide strategic direct instruction for some individual students—one-to-one and in small groups—within classrooms or in a resource setting, as determined by the special education team. In addition, Brookside Charter School will provide classroom teachers with strategic modeling, materials, and follow-up that elaborates instruction and practice for special students. Brookside Charter School will regularly review levels of service and adjust the level to meet the student's academic and social learning needs. When "inclusion" proves not to be a responsible education arrangement for an individual child, the school team will discuss the appropriate services for the student. At Brookside Charter School, special education and 504 assessments will provide valuable information to teachers, parents, and students. Brookside Charter School will use appropriate special education and 504 procedures for making referrals, conducting evaluations, communicating with families, writing and reviewing IEPs, maintaining student records, and reporting to federal and state authorities.

## FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)

***Brookside Charter School will not discuss a student's academic progress or classroom behavior with anyone outside the school staff who is not identified as the parent/guardian and/or academic discussion contact or educational decision maker.***

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. By definition, a "parent" is a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian; and FERPA affords full rights to either parent, unless the school has been provided with evidence that there is a court order, state statute, or legally binding document that specifically revokes these rights. By definition, "educational records" contain information that is directly related to a student, and are maintained by an educational agency or institution.

Parents have the right to inspect and review their student's education records upon written request to the Superintendent, who will make arrangements for access with notification of the time and place where the records may be inspected. Parents of eligible students may ask the school to amend a record that they believe is inaccurate

or misleading. The law defines steps required. Privacy rights restrict consent to disclosures of personally-identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

For additional information or technical assistance, you may call 202-260-3887 (voice). Individuals who use TDD may call the Federal Information Relay Service at 1-800-877-8339.

## STUDENT FILES

Student files are maintained on each child enrolled at Brookside Charter School. Parents/guardians as defined by FERPA have access to their child's permanent record, and they may make an appointment to view the files at either the Elementary and/or Middle School Offices. Parents/guardians may request a copy of their student's file as defined by FERPA, which can be prepared, in most cases, within three school days.

Parents/guardians are required to keep the school informed of any name, address, or phone number changes, especially work phone numbers and changes of marital status involving custody of the child.

The student file needs to contain a physician's written diagnosis of any chronic diseases/conditions and any treatments or school modifications recommended by the physician. Chronic diseases/conditions may include but are not limited to ADD, ADHD, asthma, epilepsy, diabetes, kidney problems, neuro-muscular conditions, and vision or hearing deficiencies.

## MEDIA POLICY

Throughout the year, Brookside Charter may publish student photographs, video and/or audio clips, student quotes, and student writing and artwork, which have been deemed "Directory Information."

FERPA, discussed above, requires that Brookside Charter, with certain exceptions, obtain written consent from a parent/guardian before disclosing personally-identifiable information from your child's educational record. Brookside Charter may disclose appropriately designated Directory Information without written consent, unless you have advised Brookside Charter to the contrary in writing. The primary purpose of Directory Information is to allow Brookside Charter to include certain information about your child in school publications. Examples include:

- The annual yearbook;
- Honor roll;
- Graduation programs;
- A theatrical playbill;
- Sports activity sheets;
- Newsletters and other Brookside Charter publications;
- Videos of school performances and athletic events; and
- School social media and website pages.

## CONCERNS AND COMPLAINTS

Brookside Charter knows that parents and guardians care deeply about their students. When parents or guardians express concerns or lodge a complaint, we will

strive to evaluate those issues impartially and resolve them as quickly and effectively as possible. In all cases, Brookside encourages parents and guardians to talk directly with the school about challenges or disagreements rather than talking first with other members of the school community.

**Concerns and Complaints Lodged with Brookside Charter**

Following are general procedures for raising concerns with Brookside Charter staff and administration:

1. If the issue/concern involves the classroom, meet with your child's teacher. If the problem is not resolved, contact the building administration.

2. If the issue/concern involves the daily operation of the school, contact the building administration.

3. If the issue/concern involves school policy (Family Handbook or Discipline Handbook), contact the Superintendent.

4. If the issue/concern isn't resolved after following the chain of comment, you may use the following steps to petition the Board of Directors.

    a. Submit a one-page brief of the issue. Briefs to the Board should be sent to Brookside Charter School, Attention: Board of Directors.

    b. The Board of Directors will respond. Responses may include:

        - inclusion on the agenda for a Board of Directors' meeting, or
        - a written reply, or
        - a referral to the Administration.

A complaint asserting that Brookside Charter has violated a federal statute or regulation may be filed either with Brookside or the Missouri Department of Elementary and Secondary Education ("DESE"). If such a complaint is filed with Brookside and not resolved at the local level, the decision may be appealed to DESE. DESE will initiate an investigation within ten days, concluding its investigation within thirty days from the date 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 Brookside Charter. Recommendations and details of the decision are to be implemented within fifteen days of the decision being delivered.

**Complaints Lodged with DESE**

A complaint filed directly with DESE must be a written, signed, and include the following:

1. A statement that a requirement of an Every Student Succeeds Act of 2015 ("ESSA") program has been violated by the local education agency, and

2. The facts on which the statement is based and the specific requirement allegedly violated.

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

During the investigation, the following will occur:

1. Record. A written record of the investigation will be kept.
2. Notification of Brookside. Brookside will be notified of the complaint within five days of the complaint being filed.
3. Resolution at Brookside. Brookside will then initiate its local complaint procedures in an effort to first resolve the complaint at the local level.
4. Report by Brookside. Within thirty-five days of the complaint being filed, the LEA will submit a written summary of Brookside 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, DESE will verify the resolution of the complaint through an on-site visit, letter, or telephone call(s).
6. Appeal. The complainant or Brookside may appeal the decision of the Department to the U.S. Department of Education.

In addition to the procedures listed above, complaints may 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. Appeals to the 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).

**If a complaint is not resolved by DESE, the complainant or Brookside may appeal the decision to the United States Department of Education.**

## PARENT AND GUARDIAN'S RIGHT TO INFORMATION

Under the Every Student Succeeds Act of 2015 ("ESSA"), upon request, Brookside is required to provide parents or guardians the following information in a timely manner:

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

In addition, Brookside must provide to each individual parent:

- Information on the level of achievement and academic growth of your student, if applicable and available, on each of the State academic assessments required under Title I.A.
- Timely notice that your student has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who has not met applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

# ENROLLMENT / PARENT AND STUDENT LIFE

## ANNUAL REGISTRATION/ENROLLMENT REQUIREMENTS

**Kindergarten:** Students must be five (5) years old before August 1st, the summer ***before*** entering kindergarten.

**Students should provide:**

1. Birth certificate;
2. Current immunization record;
3. Completed notarized enrollment form with the child's social security number;
4. Completed notarized parent/student contract; and
5. Health form.

**Students new to Brookside Charter School *also* need:**

- Release of Records request for previous school (credentials verifying successful completion of the previous grade).
- Students will not be placed into class assignments until all records have been received and reviewed by the Administration.

**Enrollment Requirements**

- Registration/enrollment begins in February for the following academic year.
- Current families have preference provided that they complete enrollment requirements prior to the open enrollment date.
- Children MUST have an address within the Kansas City Public Schools boundaries.
- Families with children enrolled in Brookside Charter School have a sibling preference when enrolling additional children.
- Brookside Charter School does not offer transportation to or from school. Accordingly, parents are responsible for their child's transportation.
- Parents/guardians and students are required to sign and honor a Parent-School Compact and commitment to follow school policies and procedures.
- Parents/guardians must complete all steps of the registration/enrollment procedures each year to have their children officially enrolled in Brookside Charter School.

## GUARDIANSHIP ISSUES RELEVANT TO ENROLLMENT

It is Brookside Charter School's policy to honor the wishes of the enrolling parent/guardian with regard to information contained on the enrollment form. In the case of joint custody, if a question arises between parents, we request that parents seek agreement without involving the school. The parents can then inform the school office once agreement is reached. School records are mailed/faxed to the student's new school

in compliance with the law of the State of Missouri. If one custodial parent sharing custody requests copies of any portion of the student's enrollment and financial records, duplicate copies will be issued and sent to the other custodial parent. Brookside Charter School reserves the right to decline participation in disputes between parents concerning their child.

1. **Educational Decision-Maker**: Parents/guardians indicate the Educational Decision-Maker on the enrollment form. Consistent with FERPA, this person or these persons are the only ones to whom Brookside will release information regarding academic and behavior.

2. **Legal Name and Guardianship**: All students enrolled at Brookside Charter School must be enrolled under the legal name appearing on their birth certificate unless a name change has been designated through legal court proceedings. Parents/guardians are responsible for furnishing proof of court action.

3. **Pick-Up Procedures:** If school personnel have reason to believe that releasing any Brookside Charter School student may place that child in danger, we reserve the right to withhold release of the child and call the police or the Division of Family Services for the State of Missouri.

4. **Shared Custody**: Custodial and non-custodial parents are expected to confer and agree upon pick-up orders for their children. Only those individuals who are listed on the registration form will be allowed to pick up students. Brookside Charter School reserves the right to require photo identification of anyone picking up a child under our supervision. Additions and subtractions from the list must be in writing and presented to the office.

**Refusal of Pick-Up: Adults *NOT* Designated to Pick Up a Child** – Should any court-ordered reason exist why a parent/guardian would not be allowed to pick up his/her child, the school must have on file a notarized statement to that effect and a copy of the legal custody document to deny pick-up. The legal guardian/Educational Decision-Maker may designate who may and may not pick up the child. The Brookside Charter School staff will abide by the designated list.

## ADMISSION/PLACEMENT POLICY

Students new to Brookside Charter School will automatically be enrolled on a probationary basis until grade-level proficiency can be determined. Brookside Charter School will administer a Placement Assessment to determine correct grade placement in conjunction with records from the previous school. The Administration's evaluation results will determine the correct grade placement. Students will not be assigned into classes until the Administration has received and reviewed all records.

## CLASSROOM ASSIGNMENTS

The Administration determines teacher/student class assignment. Assignments are made based on academic and behavioral data, with the best interest of the individual student considered first. Other criteria may include: balancing the classes by ethnicity, gender, returning students, new students, and academic diversity.

## DAILY PRACTICES AND PROCEDURES

### School Hours

| | | | | | |
|---|---|---|---|---|---|
| Elementary Hours: | Start | 8:15 a.m. | Middle School Hours: | Start | 8:15 a.m. |
| | End | 3:30 p.m. | | End | 3:30 p.m. |
| Office Hours: | Open | 7:30 a.m. | Extended Care Hours: | Start | 3:30 p.m. |
| | Close | 4:30 p.m. | | End | 6:00 p.m. |

### Late Drop-Off

Any child dropped off after 8:15 a.m. is considered tardy to school, and will need to be escorted into the building by an adult. The adult will be required to sign the student in at the Front Office.

**Excessive Late Drop-Off (i.e., Tardiness) will result in the following**:

5 Tardies to School = Written Notification – The Attendance Secretary will send written notification through Registered Mail.

7 Tardies to School = The school counselor or administrator will arrange for a parent meeting to discuss attendance concerns.

10 Tardies to School = Parent/guardian will be required to provide updated utility statement and / or truancy court and / or referral to the Department of Social Services.

### Early Pick-Up

Parents and guardians are discouraged from picking up children prior to dismissal time. Students will NOT be called down for early pick-up after 3:10 p.m. (except for emergencies, approved by the Administration). It is expected that children will complete the school day, from start (8:15 a.m.) to finish (3:30 p.m.).

### Late Pick-Up

All students (except for those enrolled in Extended Care) must be picked up between 3:30 p.m. and 4 p.m. Failure to pick up your student(s) by 4:00 p.m. will result in a fee: for pick-up between 4:00 p.m. and 4:15 p.m., you will be charged a $5 fee. If the child is not picked up by 4:15 p.m., then he or she will be automatically enrolled into Extended Care for the rest of the week at a rate of $25 per child.

**Excessive Early or Late Pick-Up will result in the following:**

5 Early / Late Pick-Ups = Written Notification – The Attendance Secretary will send written notification through Registered Mail.

7 Early / Late Pick-Ups = Parent/guardian will be required to provide updated utility statement.

10 Early / Late Pick-Ups = Referral to the Department of Social Services and/or truancy court.

## MORNING DROP-OFF AND AFTERSCHOOL PICK-UP PROCEDURES

### Morning

Please use caution and patience when driving in the parking lot to help maintain safety for all students. Staff members are in charge of the parking lots; please follow their directions. A map has been attached to help show where you need to enter and exit. We encourage parents to park and walk their children into the building. Please follow these guidelines:

- The building and parking lot will open at 7:30 a.m.
- No students will be allowed in the building or dropped off until 7:30 a.m.
- Drop off times are 7:30 to 8:15 a.m.
- If you arrive after the 8:15 a.m. bell, you will need to park your car and walk in with your child to sign them in for the day. Students will not be allowed to sign in after 8:15 a.m. without an adult present.
- Only unload students at designated stops and children must exit the vehicle on the right only. Ask for assistance from a staff member if your child needs help exiting the vehicle.
- Pull forward to the "Kiss and Go" sign to drop students off in the morning. Make sure that students are ready to exit the car once the door is opened; say goodbyes in the car prior to arriving at the stop.
- If your child needs assistance carrying projects or other large items into school, please either park the car and walk the student into school; or unload the student as directed then park the car and deliver the large items to the building.
- Once your student has been dropped off, carefully pull away.

### Afternoon

All students (except for those enrolled in Extended Care) must be picked up between 3:30 p.m. and 4:00 p.m. Parents/guardians will not be allowed to have students called down to the office after 3:10 p.m. (except for emergencies). Failure to pick your student(s) up by 4:00 p.m. will result in a fee: Between 4:00 p.m. and 4:15 p.m. you will be charged a $5 fee. If the child is not picked up by 4:15 p.m., then he or she will be automatically enrolled in Extended Care for the rest of the week at a rate of $25 per child.

### Park and Pick-Up

Brookside Charter encourages all parents to park and enter the building to speak with their child/children's teacher on a daily basis. The strong partnership between parent and teacher will benefit the student.

***Elementary students (Pre-K – 4th)***

- Must be picked up in their Homerooms between 3:30 p.m. and 4 p.m.
- Teachers are required to have someone from the pick-up list sign them out.

***Middle School students (5th – 8th)***

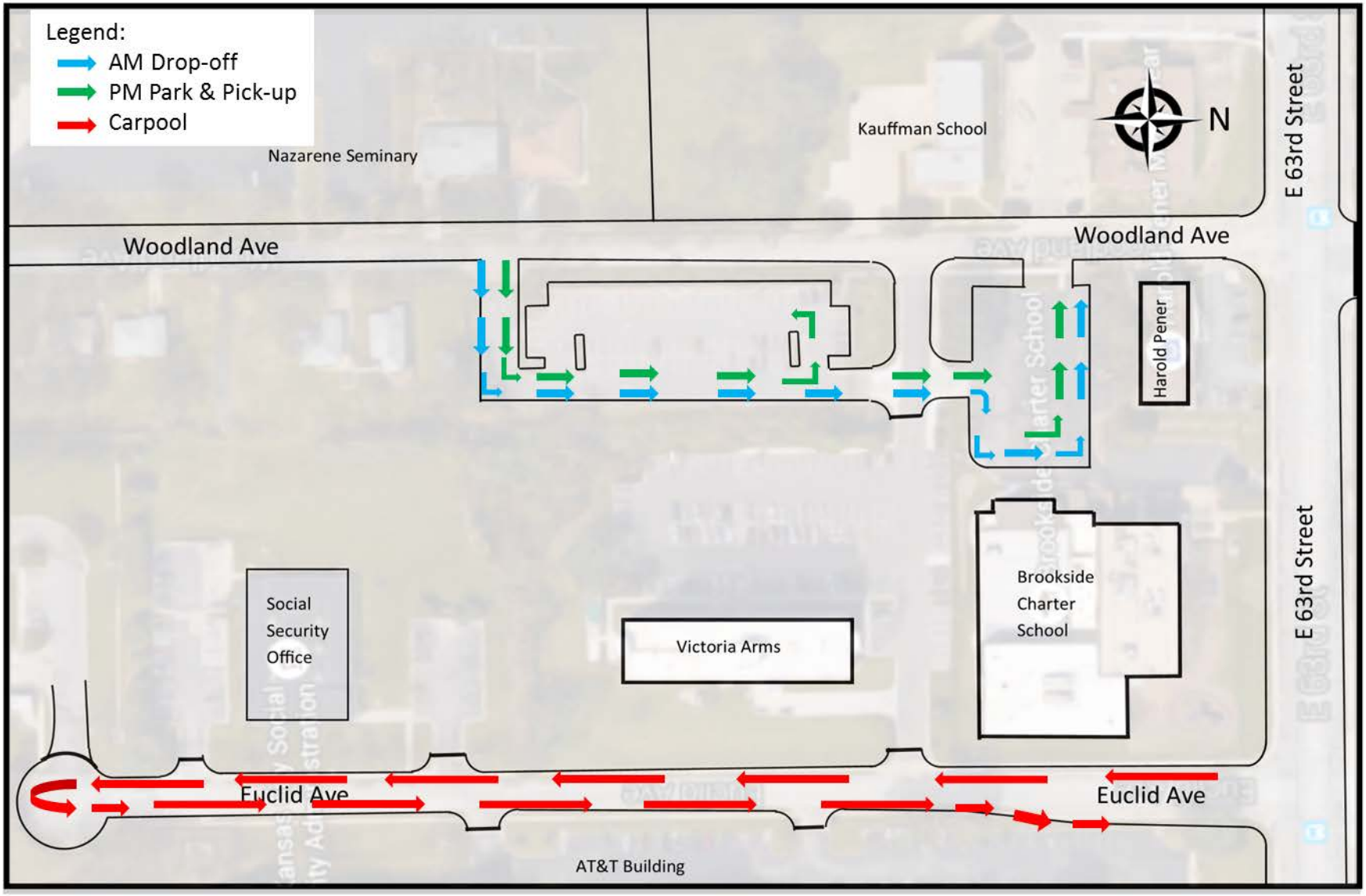
- Must report to the Gym at 3:30 p.m. and sit in their designated section of the bleachers.
- Parents/guardians may enter the Gym at 3:40 p.m. and sign each student out with his or her Homeroom teacher.

**Carpool**

Brookside Charter understands it may be difficult to enter the building every day, and has created a new option for parents to pick up their child/children. Carpool is designed to have parents stay in their cars, and students come out to you. In order to participate in carpool, you must register in ADVANCE and receive a carpool number. Once you have a carpool number, please follow these guidelines:

- Carpool is on the east side of the building, opposite of the main entrance (Located on Euclid Ave).
- Carpool starts at 3:30 p.m.; please do not arrive before 3:20 p.m. All traffic will be directed to continue moving until 3:20 p.m.
- Carpool ends at 3:55 p.m. If you are not in line prior to 3:55 p.m., you will be asked to park your car and enter the building.
- Carpool numbers tags must be displayed on the driver's side of the dashboard. If you do not have your number to display, then you must park your car in the main lot and come into the building.
- Your carpool number is your family's number for the entire year. We will not replace your carpool number tags. If you lose your number, you can pay a $10 fee for a new tag.
- Obey all traffic laws, and please do not make U-turns. Use the cul-de-sac at the end of Euclid Ave.
- If you decide to change your dismissal method for the year, please fill out a "Change of Dismissal" form with the front office.
- Please note, if a teacher or administrative team needs to meet with you, you may be asked to park your car in the main lot, and enter the building.
- Please review the attached map.

# Brookside Charter Drop-off, Park & Pick-up, and Carpool Routes



## BREAKFAST AND LUNCH

Brookside Charter School has qualified for the federal Community Eligibility Provision (CEP) program, which permits the School to offer **FREE** breakfast and lunch for all of our students.

## EXTENDED CARE

Brookside Charter School provides an Extended Care program for students who cannot be picked up by 4:00 p.m. The Extended Care program provides a safe, nurturing environment where every student will be provided a snack and will participate in mentoring and tutoring activities. The fee for the program is $15 per week.

## ATTENDANCE REQUIREMENTS

***Students are required to maintain at least 90% attendance for each class period.***

Brookside Charter School expects that all students will regularly attend school. "Attendance" is defined as the student's presence in the school from the start time of school through the dismissal time. Students who are tardy, truant, and/or leave school early lose attendance time. There is a direct relationship between school attendance and grades, leadership, and success in school. Parents/guardians should call the school if the student must be absent. Excessive absences may result in loss of academic credit, promotion, or advancement to the next grade, and students may be required to attend summer school. In the event of a period of absence of three or more consecutive days, students returning to school shall provide a written explanation from a health care provider.

Parent/guardians should follow these guidelines with regard to attendance:

- Notify the school between 7:30 a.m. and 9:00 a.m. the morning of the absence by calling the Elementary or Middle School Office, <u>not</u> the Front Office.
- Provide a written note giving the student's name, date, and reason for absence when the student returns, if the parent has not notified the school; and
- Please schedule doctor, dental, and other appointments after school hours to ensure your child's regular attendance.

Office Numbers:

Elementary School: 816-531-2192 Ext. 2

Middle School: 816-531-2192 Ext. 3

Brookside Charter will adhere to the following steps with regards to excessive student absences:

5 Absences = Written Notification – The Attendance Secretary will send written notification through Registered Mail. If notification is returned, process will move to next step.

7 Absences = Parent Meeting – The school counselor or administrator will arrange for a parent meeting to discuss attendance concerns. After the third

attempt to schedule a meeting, process will move to the next step.

10 Absences = Superintendent will send written notification through Registered Mail. Arrangements will be made to issue a citation ordering parent/guardians to appear on the Truancy Docket at 10 a.m. in B Court or Referral to the Department of Social Services (except for medically-documented extended absences). Students missing ten (10) or more days in a semester are eligible to be immediately withdrawn. Examined on a case-by-case basis; (5) consecutive days of absence will result in immediate withdrawal from school and student placed on waiting list.

***All Absences are calculated within a semester.***
***Examination of Absences occurs on a case-by-case basis.***

Nothing in this policy shall prohibit an IEP or 504 team from accommodating a student with a disability in accordance with state and federal law.

## CIVILITY POLICY

The Brookside Charter School staff will treat parents and other members of the public with respect and expect the same in return. The school and office must be free from disruptions or threats. Accordingly, this policy promotes mutual respect, civility, and orderly conduct among Brookside Charter School staff, families, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression. Rather, Brookside Charter School wants a safe, harassment-free environment for our students and staff. We encourage positive communication and discourage volatile, hostile, or aggressive actions.

**Provisions:**

1. Disruptive individuals must leave school grounds. Any individual who disrupts or threatens to disrupt school or office operations, threatens the health and safety of students or staff, willfully causes property damage, uses loud and/or offensive language that could provoke a violent reaction, or who has otherwise established a continued pattern of unauthorized entry on school property will be directed to leave school property promptly by the Administration.

2. The staff uses the following procedures in dealing with abusive individuals. If any member of the public uses obscenities or speaks in a loud, insulting, and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely warn the speaker to communicate civilly. If the abusive individual does not stop, the employee will verbally notify the abusing individual that the meeting, conference, or telephone conversation is terminated; if the meeting or conference is on school property, the employee shall direct the abusive individual to leave promptly.

3. The staff member will then immediately notify his/her supervisor and provide a written report of the incident.

## PROPER CLOTHING AND DRESS CODE

Although each student's dress and grooming are generally personal matters of choice for the student and the student's parents/guardians, dress and grooming while at Brookside Charter School must conform to the following guidelines:

- A student's grooming and dress must contribute to and support a school environment conducive to instruction, learning, and good citizenship.
- A student should be clean and neat in his or her personal dress and grooming.
- A student's clothing must properly cover the private parts of the body.
- A student's dress and grooming must not distract the student or others from learning or otherwise disrupt the educational process or create a risk to students' health or safety.
- Shirts, blouses, and other tops must cover the waistband of pants, skirts, shorts, or the other bottom attire.
- Clothes shall be sufficient to conceal undergarments at all times. Clothing that is transparent or see-through, or clothing that reveals any private part of the body, is prohibited.
- Caps, bandanas, hats, and sunglasses may not be worn inside the building during regular school hours.
- Shoes that do not adequately cover the foot from toe to heel or in their construction may allow for possible injury (e.g., flip-flops or open-toed sandals) are not permitted.
- Clothing or other articles that present a safety concern (e.g., chains, spikes, dangerous jewelry, safety pins, etc.) are prohibited.
- Clothing or jewelry that displays obscene, vulgar, or pornographic words or images, as well as those that advertise or promote illegal uses of drugs, alcohol, or tobacco products or acts of violence, is prohibited.
- Coats, backpacks, purses, and bags are not to be taken to class by middle school students. They are to be stored in lockers before the bell for first-hour sounds. Elementary students may not bring purses to school, but may store coats and backpacks on their hooks.

Examples of school attire that is NOT PERMISSIBLE include:

Tops/Shirts in any of the following categories:

- Tube
- Mesh
- Halter
- Low-cut
- Backless
- Spaghetti straps (straps should be at least 3 fingers wide at the narrowest point)

- Half-shirts/cropped-tops/short enough to expose the midriff during standard school activity
- Muscle shirts
- Transparent, ripped, or torn allowing inappropriate exposure

Bottoms in any of the following categories:

- Transparent, promoting inappropriate exposure of undergarments
- Too short – shorts, skirts, and dresses must be below the fingertips when arms are held straight down at the sides
- Made of spandex or similar fitted material and worn in such a matter as to allow inappropriate exposure
- Underwear worn as outer garments
- Worn low as to expose undergarments (Sagging – i.e., pants falling below waist, potentially revealing undergarments – is not permitted.)
- Sleepwear

### Exceptions

School administrators may allow exception in special circumstances including, but not limited to, medical or religious needs, holidays, or special performances. Further, school administrators may further prescribe dress in certain classes such as physical education and science labs.

### Dress Code Violations

The school may restrict any student from attending classes or school activities when that student's dress, general appearance and/or conduct creates safety, health and/or discipline problems. Students found in violation of the approved dress code will also be subject to disciplinary action.

## INTERNET USAGE AND TECHNOLOGY POLICY

Brookside Charter recognizes that technology, including the Internet, serves educational purposes when used properly. Accordingly, the School provides students with various technology tools and the privilege of using those tools for educational purposes. Access to the School's technology tools, however, is a privilege, not a right, and it can be revoked at the discretion of the School.

A signed "Technology Tools User Agreement" is required for every student at Brookside Charter School who would like access to and use of computer technology while at school. Parents must read and sign the Technology Tools User Agreement. By signing this agreement, parents/guardians understand that their child will be responsible for following the teacher's directions or lose technology resource privileges for the remainder of the school year.

### Use of Technology Tools

The School's technology tools are exclusively for educational use consistent with the School's educational objectives and are not intended for any other purpose. Students may not use the School's technology tools for personal use.

The following are unacceptable uses of the School's technology tools:

1. Any attempt to harm or destroy data of another user or other networks connected to the Internet.
2. Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
3. Knowingly wasting technology resources.
4. Physical abuse of the equipment.
5. Using technology resources in ways that violate school policies and behavior standards.
6. Degrading or disrupting equipment or system performance.
7. Installing unauthorized software on school computers, or any violation of copyright established for computer software.
8. Knowingly uploading or creating computer viruses.
9. Hacking or gaining unauthorized access to files, resources, or entities.
10. Invading the privacy of individuals, which includes the unauthorized disclosure, dissemination, and use of information of a personal nature about anyone.
11. Using another user's account or password.
12. Posting anonymous messages.
13. Using the network for commercial or private advertising.
14. Accessing social media sites, except for those explicitly approved by teachers or the Administration for classroom or educational collaboration.
15. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually-oriented, threatening, racially offensive, harassing, or illegal material.
16. Using the network or technology tools while access privileges are suspended or revoked.

This list of unauthorized uses is not exhaustive and the fact that a particular use is not included should not be construed to authorize the use. Any use of the School's technology tools that is not for an educational purpose consistent with the School's educational objectives is an unacceptable use. Parents/guardians of all users agree to indemnify the School for any losses, costs, or damages, including reasonable attorneys' fees, incurred by the School as a result of or arising out of their child's misuse of technology tools.

**Privacy and Safety Procedures**

**Privacy.** By using Brookside Charter's network and technology resources, all users are consenting to having their electronic communications and all other use monitored by Brookside Charter. To that end, School staff, administrators, and parents all have access to student e-mail and accounts for monitoring purposes. Students have no expectation of privacy on any of the School's technology tools or accounts.

Electronic communications, downloaded material, and all data stored on Brookside Charter's technology resources, including files deleted from a user's account, may be intercepted, accessed, monitored, or searched by Brookside Charter administrators or their designee(s) at any time in the regular course of business. Such access may include, but is not limited to, verifying that users are complying with Brookside Charter policies and rules and investigating potential misconduct. Any such search, access or interceptions shall comply with all applicable laws. Users are required to return Brookside Charter technology resources, including but not limited to mobile phones, laptops and tablets, to Brookside Charter upon demand.

**Safety.** The School will take all measures necessary to provide students with the understanding and skills necessary to use the Internet appropriately in ways that meet

educational needs and maximize personal safety. There is, however, always the risk that students may encounter material on the Internet that is inappropriate or could potentially harm the student. Due to the uncontrollable nature inherent in the Internet, the School cannot guarantee that students will never gain access through the Internet or computer environment to inappropriate or harmful content. In an effort to prevent any such exposure, the School will comply with the Children's Internet Protection Act (CIPA) by using available filtering software for both the Internet and e-mail.

Parents are responsible for monitoring their children's use of technology tools when students access programs away from school.

**Students are responsible for their own behavior at all times.**

**Student safety is our highest priority.**

Students must comply with the following **safety procedures** when using Brookside Charter technology tools:

1. Students may not post their or anyone else's personal information. This includes last names, addresses, phone numbers, e-mail addresses, and credit card numbers or other financial information.

2. Students must never arrange for a face-to-face meeting with a stranger or anyone they meet online without their parent's approval and participation.

3. Students must never respond to abusive or suggestive messages and must report them immediately to a teacher or a member of the School Administration. Students must inform a teacher or member of the School Administration about any message they receive that is inappropriate or makes them feel uncomfortable.

4. Students are responsible for the use of their individual accounts and should take all reasonable precautions to prevent others from being able to use their account. Under no circumstances may a student provide his or her password to another person, with the exception of a parent.

## Care for Technology Tools

By using School-provided technology tools, users agree to assume full responsibility for the safety, security, care, and proper use of the School's property. In the case of careless handling/negligence of School property, the borrower agrees to assume full responsibility for the damaged device as deemed necessary by the School or reputable vendors examining the technology tools. Failing to report damage or potentially damaging incidents at the time of the incident may result in additional financial obligation to the student/parent/guardian in the amount of repair or replacement costs for the damaged property.

- Devices should never be exposed to liquids or other foreign substances, including but not limited to drinks, paint, ink, glue, cleaners, polishes, or any type of health/beauty aid (e.g., lotion, nail polish, perfume, soap, shampoo).

- Device surfaces should not be altered or defaced. Do not decorate your assigned device or remove labels, stickers, or tags from the device that are affixed by the School.

- Vandalism will result in suspension or revocation of technology tools privileges and/or other disciplinary action. For purposes of this Agreement and the School's technology tools policies and practices, vandalism is defined as any intentional or malicious attempt to harm or destroy the technology tools (whether hardware, software, or otherwise) assigned by the School to you or any other user.

**Digital Standard of Conduct**

**Treat others well.** When using e-mail, the Internet, or any other technology tool, treat others as you want to be treated. Think before you type, and be careful with what you say about others and yourself. Written communication can cause emotional harm just like verbal communication. Students must refrain from using the School's technology tools for any purpose harmful to others such as mocking, teasing, bullying, or any similar use. Such behavior will not be tolerated and will result in suspension or revocation of technology tools privileges or other discipline permitted by the School discipline policies.

**Respect the rights of copyright owners**. Copyright infringement occurs when an individual reproduces a work without permission that is protected by a copyright. This includes but is not limited to copying or reproducing text or graphics found on the Internet without permission. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If a user is unsure about the permitted uses of a particular work, he or she should request permission from the copyright owner before reproducing the material in any form. The absence of a copyright notice should not be construed as permission to copy and reproduce the materials.

**Students have First Amendment rights to free speech.** While students have constitutional rights to freedom of speech and expression, those rights are not absolute. This means that the School can limit students' rights in school to prevent interference with the learning environment. School web sites, e-mail, and other technology tools are for educational use and are not considered public forums for debating ideas. Students must refrain from using the School's technology tools to access social media sites for personal purposes.

**Violations of Technology Usage Policies and Procedures**

Use of technology resources in a disruptive, inappropriate, or illegal manner will not be tolerated. Any violation of Brookside Charter policies or procedures or the Technology Tools Student Agreement may result in temporary, long-term, or permanent suspension of user privileges. User privileges may be suspended pending investigation into the use of Brookside Charter's technology resources.

**PULSE**
**(PARENTS UNITED LEADING OUR SCHOOL IN EXCELLENCE)**

Brookside Charter School's Board and staff value the support from families. The most effective parental involvement is the parent and teacher working collaboratively to support the student's learning. Parents are encouraged to volunteer for community events, assistance in the classroom, and assistance with field trips. We have worked hard with our parent organization group, PULSE, which stands for Parents United Leading our School in Excellence. This group meets on a regular basis to collaborate with Brookside Charter School.

## STUDENT-LED CONFERENCES

Twice during the school year, Brookside Charter schedules student-led conferences. School Administration highly recommends that parents/guardians contact their child's teacher(s) in advance to schedule their conference. In addition to student-led conferences, parents and guardians are encouraged to contact the appropriate building administrator or their student's teachers anytime they have any questions or concerns regarding their child's academics and/or behavior during the school year. For elementary (Pre-K – 4) concerns, contact Emily Twyman at etwyman@brooksidecharter.org or (816) 531-2192 x1107. For middle school (5-8) concerns, contact Ryan Blake at rblake@brooksidecharter.org or (816) 531-2192 x2306.

## CLASSROOM VOLUNTEERS

Parents/guardians, grandparents, and other adult family members are encouraged to help in the children's classrooms. The Administration will provide interested volunteers with guidelines so that the instructional environment established by the teacher and the privacy of the students is maintained. Volunteers are required to sign the "Volunteer Guideline" form that explains the expectations for volunteers. Brookside Charter School reserves the right to require background checks on any volunteers.

## FIELD TRIPS

Brookside Charter School encourages all children to participate in field trips, which are considered educational and/or enriching experiences. Families have already given permission at the time of enrollment for their children to go on field trips, and they will receive written notification about field trips.

For the safety of all our children, every child going or participating on a field trip *must leave school and return to school with the entire field trip group.* Exceptions need to be approved by the Administration before the day of the field trip. Children may not meet the class at a field-trip site or be dropped off by parents/guardians. If children arrive at Brookside Charter School after their group has left the school, they will join another group of children until their group returns to school.

The Brookside Charter School Safe School and Discipline Policy applies to field trips. Any student with outstanding fees/fines will not be allowed to participate in field trips.

## PROGRAMS FOR TRANSITIONAL STUDENTS

Brookside Charter strives to help all of its families, including those that lack a fixed regular and adequate nighttime residence. The school, in accordance with state and federal law and the Missouri state plan for education of the homeless, will give special attention to ensure that homeless students in the school have access to a free and appropriate public education. Homeless students are automatically eligible for certain additional support, including, but not limited to, the school meals program, instructional services through Title I, and transportation.

If parents/guardians find their family in any of these situations, please contact the Superintendent for assistance. Once school officials determine 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. According to McKinney-Vento, the student must be enrolled in the interim.

# ACADEMICS

## "THE LEADER IN ME"

Brookside Charter School is a trained "*Leader in Me*™" campus. Stephen Covey, author of the book, *The 7 Habits of Highly Effective People*, has provided the necessary ideas and beliefs that will encourage your student to be a positive leader. Brookside's goal is to proceed toward a "path of greatness" and build better relationships. The *Leader in Me*™ philosophy teaches children that every student can be great. Positive results that occur because of using Covey's simple principles are: increasing students' accountability in leadership, attendance, and behavior. Covey's 7 Habits are taught to the students as life skills. Habits 1, 2, and 3 encourage students to become independent. Habits 4, 5, and 6 encourage students to build better relationships. Habit 7 encourages students to be "self-rejuvenated."

Habit #1 – **Be Proactive** – "I'm in Charge – Everything Starts With Me"

- Students make decisions to help themselves and take responsibility for their choices and the consequences of their actions.

Habit #2 – **Begin With the End in Mind** – "Have a Plan"

- Students look ahead to their life's goals.

Habit #3 – **Put First Things First** – "Work First, Then Play"

- Students put things in order from most important to least important. They become more organized by managing their time better.

Habit #4 – **Think Win-Win** – "Everyone Can Win"

- Students cooperate with each other.

Habit #5 – **Seek First to Understand, Then to Be Understood** – "Listen Before You Talk"

- Students listen with their eyes as well as with their hearts. This leads to respect, caring, and positive problem solving.

Habit #6 – **Synergize** – "Together Is Better"

- For a one-word habit, this is one of the most important when trying to solve problems. Students work in teams where everyone takes part in a positive way toward a mutual goal.

Habit #7 – **Sharpen the Saw** – "Balance Feels Best"

- It is important for everyone to find balance in life by doing enjoyable things and taking care of themselves.

For more information, see www.theleaderinme.org.

## STUDENT PLANNERS

Brookside Charter School furnishes assignment student planners. Students are expected to write their daily objectives and homework to share with their families. Parents are asked to sign the planners daily. This is also a communication tool between the teachers and parents/guardians. Students learn responsibility and self-discipline with successful, careful use of their planners.

## LEADERSHIP NOTEBOOKS

Brookside Charter School implements Leadership Notebooks in the *Leader in Me*™ process. Students set goals using their notebooks, giving students ownership of their own goals communicates that they are leaders of their education. Students learn how to track and interpret data to meet their goals and develop action steps for success.

## TEXTBOOKS AND INSTRUCTIONAL MATERIALS

All textbooks, workbooks, and basic instructional materials are issued by Brookside Charter School on a loan basis and are to be returned at the end of the school year in acceptable and reusable condition, with allowance for normal wear.

**Any book, equipment, or material loaned to a child that is not properly returned will be billed to the child's family at the replacement or repair cost.**

## HOMEWORK

Homework is a useful method for reinforcing skills taught in class and for sharing curriculum with families as they interact with their student at home. Homework can provide the opportunity for family conversations regarding the content and the context of the assignments, the "what" and the "why" of the learning. The parental role in homework involves:

- providing time and space for study
- answering questions
- helping the student to plan time wisely
- encouraging perseverance and self-discipline

Families should not do their student's assignments for them.

Teachers make an effort to minimize the length of time that the students must give to accomplish the assignments as the students maximize their chance for long-term learning. For the most part, assignments given at school are completed at school. Teachers work with the students to help them learn to budget and prioritize their time. Students are given ample time to work during class time.

Students who choose to turn in work late for reasons other than illness will receive a grade of "Incomplete" until work is submitted. Students will have until the next grading period to complete this work, with a 15% penalty. If the assignment is not turned in by the end of the grading period, students will earn a "0" on that assignment.

**Completing assignments on time shows responsibility and self-discipline. Teachers reserve the right to give a zero (0) for assignments that are not completed in a timely manner.**

## MAKE-UP WORK

When students are sick and out of school, make-up work will be given when the student returns. Students will have three (3) days for every day that they were absent to make up the work and turn it in to their teachers.

## CHEATING

Cheating is not tolerated at Brookside Charter School. Cheating includes plagiarism as well as stealing or passing off as one's own the ideas or words of another, even if the person gives you permission. Teachers reserve the right to assign a grade of zero (0) to any assignment that they determine involved cheating.

## MISSOURI LEARNING STANDARDS

The Missouri Learning Standards give school administrators, teachers, parents, and students a roadmap for learning expectations in each grade and course. The Missouri Learning Standards do not require schools to use specific curriculum or teaching methods—those decisions will continue to be made at the local level by school boards, superintendents, principals, and teachers.

## RETENTION POLICY

To meet the rigors of education and academic accountability, students can be retained in a specific grade level when a determination is made that students are performing below grade level. Determination is based upon the student reading substantially below grade level and/or social factors (e.g., excessive unexcused absences) indicating that promotion to the next grade level will have a detrimental effect on the student's academic progress. Criteria for determination include results from standardized tests, grades, grade level Benchmarks, and faculty recommendation.

Parents/guardians of students who are being considered for retention will be notified as soon as possible after the concern is noted. A conference will be scheduled with parents/guardians, teacher(s), and other relevant staff. Brookside Charter School will make the final decision.

## FEDERAL TITLE PROGRAMS

Brookside Charter School is a school-wide Title I Reading Program. Students who qualify for additional support in reading will receive supplemental reading support. All students have access to materials such as classroom libraries purchased with federal programs funds.

## GRADES AND REPORT CARDS

Report cards are issued for each reporting period. Progress Reports will also be sent home to share academic progress with families midway through the 2nd, 3rd, and 4th academic quarters.

### Kindergarten to Grade 4, Grading Scale

The grade cards for kindergarten through fourth grade will show the introduction and mastery of specific concepts and skills. Students in these grades will not receive traditional letter grades. They will receive objective marks for academic and developmental skills.

AD = Advanced – Exceeds Expectations

PR = Proficient – Meets Expectations

BA = Basic – Approach Expectations, Needs Short-Term Intervention

BB = Below Basic – Does Not Meet Expectations, Needs Intensive Intervention

**Grades 5 to 8, Grading Scale and Components**

**Grading Scale**

A = 90-100%

B = 80-89%

C = 70-79%

D = 60-69%

F = Below 60%

**Grading Components**

30% Class work/participation

60% Assessments

10% Homework

**Brookside Charter School reserves the right to withhold Progress Reports and Report Cards in the office for families who owe any past due amounts.**

# HEALTH AND SAFETY

## IMMUNIZATION DOCUMENTATION REQUIREMENTS

The current School Immunization Requirements are kept on file in the Brookside Charter School office. Parents may request a copy. ***All*** students ***must*** present documentation of month, day and year of each immunization. Students must present immunization records to the school, and all immunizations must be up-to-date before being permitted to enroll or attend classes. To remain in school, students marked as "In Progress" must receive immunizations as soon as they become due. A written note from the physician is required if your child has had the chicken pox (varicella) disease. Religious and medical exemptions will be allowed.

## STUDENT HEALTH

Students who are ill or injured shall be sent to the School Nurse for assessment and treatment, if needed. The Nurse, or office staff in the absence of the School Nurse, will determine treatment and if the child may return to class. In the event of an emergency involving any student, however, any School staff member shall immediately contact emergency medical services by calling 911. The School Nurse also handles all medication dispensing for any student consistent with the School's Medication Policy.

In the event any student is injured while at School, the School Nurse shall complete an Accident Report to be sent home to the student's family. The Accident Report shall outline the circumstances surrounding the injury and any treatment that was provided in response. Administrative staff may add any comments and give the report to families to sign and return.

The School Nurse is also responsible for notifying teachers about any students' health issues that teachers need to be aware of including, but not limited to, asthma, hemophilia, diabetes, and allergies.

The School does not provide medical insurance to pay for medical expenses when students are injured at school. This is the responsibility of the parents/guardians or legal liability insurance. Parents/guardians should be prepared to pay for their child's possible medical expenses.

All student health information is protected from unauthorized disclosure by the Health Insurance Portability and Accountability Act ("HIPAA"). All School personnel, including the Nurse who may have access to such information pursuant to parental consent, shall exercise great care in maintaining the confidentiality of all student health information. All student health records are maintained by the School Nurse separately from any other records.

## SICK CHILDREN / OUTBREAK CONTROL

Brookside Charter has implemented 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 is on file in the office of the Superintendent. While process and procedure are set forth in more detail in that Guide, in general, children are **NOT** allowed at school with **FEVER, DIARRHEA, VOMITING, NAUSEA** and/or while in a **CONTAGIOUS STATE**.

Furthermore, Brookside Charter School is required to follow Missouri State guidelines concerning when a child may return to school following a contagious illness. It is very important that we prevent the spread of communicable disease. Under the

Missouri Department of Health's "Prevention and Control of Communicable Diseases" publication, children should not attend school under the following circumstances:

General Illness

Child is unable to participate in routine activities or needs more care than can be provided by school staff.

Fever

Until the child has been fever free *without* the use of fever-reducing medicine for at least 24 hours or until a medical exam indicates that it is not due to a communicable disease.

Most medical professionals define fever as a body core temperature elevation above 100.4°F (38°C) and a fever which remains below 102°F (39°C) is considered a lowgrade fever.

Possible Severe Illness

Until a healthcare provider has done an evaluation to rule out severe illness when the child is unusually tired, has uncontrolled coughing, unexplained irritability, persistent crying, difficulty breathing, wheezing, or other unusual signs for the child.

Diarrhea

Until the child has been free of diarrhea for at least 24 hours or until a medical exam indicates that it is not due to a communicable disease. Diarrhea is defined as an increased number of stools compared with a normal pattern, along with decreased stool form and/or stools that are watery, bloody, or contain mucus.

Vomiting

Vomiting two or more times in the previous 24 hours, unless determined to be caused by a noncommunicable condition and the individual is not in danger of dehydration.

Mouth Sores with Drooling

Until a medical exam indicates the child may return or until sores have healed.

Rash with Fever or Behavior Change

Until a medical exam indicates these symptoms are not those of a communicable disease that requires exclusion.

Eye Drainage

When purulent (pus) drainage and/or fever or eye pain is present, unless a medical exam indicates that the student or staff may return.

Unusual Color of Skin, Eyes, Stool, or Urine

Until a medical exam indicates the individual does not have hepatitis A. Symptoms of hepatitis A include yellow eyes or skin (jaundice), gray or white stools, or dark (tea or cola-colored) urine.

**When children become ill at school (including a temperature of 100ºF oral, 100 ºF temporal, or 99ºF under the arm), Brookside Charter School staff will isolate them and expect the parent/guardian to make arrangements to pick up the sick child within one hour after we call. After that point, Brookside Charter School will call the emergency numbers listed on the enrollment form. Parents/guardians who do not pick up their student within one hour must meet with building administration.**

**If your child has been diagnosed as having a contagious illness, please advise the Nurse so that we may send out a contagion notice to other families.**

## LIMITING ACTIVITIES FOR RECUPERATING CHILDREN

Brookside Charter School does not keep children in from recess without a *physician's* note. If a note is brought to school, the student may not attend any outside activities, including PE, nor attend field trips for the duration of the doctor's instructions.

## EMERGENCY TREATMENT

If the need for emergency treatment should arise, the emergency room at Research Hospital will normally be used. Immediate notification of the accident will be given to the parent/guardian of the child involved. Students must have an enrollment form which includes procedures for emergency treatment. The form must be notarized and on file with us. **Please make certain that current telephone numbers are on file with the school**. To assist you, forms to update emergency numbers and contacts are available at the office.

## MEDICATION: POLICY AND PROCEDURES FOR DISPENSING

Brookside Charter School works to promote the good health and safety of students. Brookside Charter School understands that some medication regimens necessitate the administration of medication during school hours. Safe and effective administration of medication, therefore, requires adherence to this Medication Policy.

Brookside Charter School staff does not administer *any* medications or other health-related products (e.g., prescription medication, over-the-counter medication, lotion, lip balm, antiseptics, cough drops) without the *written* permission of the child's parent/guardian. The Brookside Charter School Nurse is the only Brookside Charter School staff authorized to dispense medications or other health-related products.

### Medication Administration

#### *By the School Nurse*

The Brookside Charter School Nurse is the only Brookside Charter School staff authorized to dispense medications or other health-related products. Medications will be stored in a secured cabinet or refrigerator in the School Nurse's Office. Brookside Charter reserves the right to refuse to administer certain types of medication (at the

discretion of the School Nurse or the Superintendent) when such administration could prove harmful to staff or student without proper training or direction of a doctor. In that instance, parents/guardians will be notified.

The School Nurse may provide assistance with dispensing medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

- 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, as well.
- A parent or guardian must complete and sign a medication dispensing form. Brookside Charter School staff does not administer *any* medications or other health-related products (e.g., prescription medication, over-the-counter medication, lotion, lip balm, antiseptics, cough drops) without the *written* permission of the child's parent/guardian.
- The School Nurse (or other designated employee in the event the School Nurse is unavailable) shall document any medication taken by a student and maintain the written report in the School Nurse's office.

***By the Student***

Self-managed administration of medication (e.g., inhalers/nebulizers, blood glucose/insulin, EpiPens) is permitted so long as the following requirements of state law are satisfied: (1) student has his/her parent/guardian's written permission; (2) student has demonstrated to his/her physician and the School Nurse the skill level necessary to use the medication and any device necessary for prescribed administration; (3) student's physician has approved and signed a written treatment plan that includes a statement permitting student self-administration; (4) the parent/guardian has submitted to the School any required written documentation; and (5) the parent/guardian has signed a statement acknowledging that the School and its employees or agents shall incur no liability as a result of any injury arising from the student's self-administration or the administration by School staff. Students must self-administer their medications in the presence of Brookside Charter School staff. Parents/guardians must pick up excess or unused medications from the School Nurse's Office. Medications may only be transported by a parent/guardian.

***Emergency Situations***

Students' personal emergency medications such as an epinephrine auto injector (Epi-Pen) must accompany the student on all scheduled field trips. This includes only those emergency medications that the Missouri State Board of Nursing has deemed allowable to delegate its administration by a non-health provider such as a teacher. The parent/guardian is responsible for providing emergency medications to Brookside Charter School. If the emergency medication has not been provided or is expired, the student may not attend the field trip.

Brookside Charter School will attempt to identify students with life-threatening allergies, including food allergies. At enrollment, the person enrolling the student will be asked to provide information on any allergies the student may have. Information about individual students with allergies will be provided to staff members and others who need to know the information to provide a safe learning environment for the student. Information about individual students with allergies will be shared with students and others who do not have a legitimate educational interest in the information

only to the extent authorized by the parent/guardian or as otherwise permitted by law, including the Family Educational Rights and Privacy Act.

Response to an allergic reaction shall be in accordance with established procedures, including application of the student's 504 Plan or IHP/EAP. In the event of anaphylaxis (a life-threatening allergic reaction that may be triggered by a food allergy, insect bite, or drug allergy), an Epi-Pen will be used by school personnel and 911 will be notified. The School Nurse shall maintain an adequate supply of Epi-Pens to be administered in accordance with this policy. This stock epinephrine is available for students with no prior diagnosis of anaphylaxis or in cases of known anaphylaxis where personal medication on hand is identified as flawed.

**General Guidelines**

1. Students may bring NO medications or other health-related products (e.g., prescription medication, over-the-counter medication, lotion, lip balm, antiseptics, cough drops) to school. *ONLY* parents/guardians may transport medications. Any medications or other health-related items found in a student's possession will be sent to the Nurse's Office, and the student's parents/guardians notified.
2. Parents/guardians must complete the Medication Forms in the front office and submit these forms to the Nurse's Office. Medication in the original container, appropriately labeled to include the child's name, name of medication, strength, dosage schedule, and dates to be dispensed, must accompany the completed form. Parents need to indicate on the form if medication is to be dispensed for one or more days.
3. Prescription medication must have the Rx label from the pharmacy or a physician's authorization as well as the parent/guardian written permission.
4. Medications will be stored in a secured cabinet or refrigerator in the Nurse's Office.
5. Self-managed administration of medication (e.g., inhalers/nebulizers, blood glucose/insulin, EpiPens) is permitted so long as students have their parents'/guardians' written permission and meet the responsibility requirements of the Nurse's Office and his/her designees. Students must self-administer their medications in the presence of Brookside Charter School staff. (NOTE: Parents/guardians must pick up excess or unused medications from the Nurse's Office.)

## ACCIDENT REPORTS

"Accident Reports" will be prepared for children sustaining minor injuries. Parents/guardians will be required to sign these reports and return them to the Nurse's Office to be filed in the child's file.

## NO NIT – HEAD LICE POLICY

Brookside Charter follows the guidelines of the National Pediculosis Association that recommends the No Nit Policy as the public health standard intended to keep children lice free, nit free, and in school. Brookside will take measures needed to ensure that infested children do not attend school during their infestation. Students will be excluded from school until *all* head lice, lice eggs (nits), and egg cases have been removed. This exclusion prevents further infestation and protects uninfected children. These measures are not punitive. Head lice are considered communicable in similar ways to contagious diseases.

If a child is found to have head lice and/or nits, Brookside office personnel will contact the parent/guardian to pick up the child, treat the child's hair with appropriate and recommended measures, and keep the child home until nit free. The nurse will begin checking the heads of all the children. Brookside will provide families with detailed guidelines for ridding their families' heads and homes of lice. Children who have been excluded from school because of head lice must have their heads checked by Brookside staff before returning to the classroom.

# GENERAL INFORMATION

## CURRENT CONTACT INFORMATION

Parents/guardians are required to inform the Offices if any information on their child's registration/enrollment forms changes. Brookside Charter School needs accurate daytime telephone and/or cell phone numbers to reach parents/guardians in case of emergency. Failure to update contact information may result in a parent meeting with building administrators.

## TELEPHONE

- Students will not be called to the office to take phone calls.
- Staff members will deliver only those messages of an *emergency* nature that Brookside Charter School receives from parents/guardians.
- Teachers are not called to the phone while they are supervising children. Parent/guardians may leave a message for a teacher to return the call.
- Cell phones found during the school day will be given to the Assistant Principal of Discipline for parents/guardians to pick up.

## VISITORS IN THE BUILDING

Visitors are welcome at Brookside Charter School. All visitors, including parents/guardians during the academic day, are required to report to the Front Office upon entering the school building. The Brookside Charter School staff will help visitors with their requests. Visitors, including family members, are required to sign in and out and to wear a visitor's badge. Visitors will be accompanied by a member of Brookside's Administration and/or Support Staff. While classes are in session, visits will be limited to approximately 20 minutes so that disruptions to the learning environment are kept to a minimum. Visitors wishing to stay longer than 20 minutes should arrange such a visit with a school administrator.

## POLITICAL/RELIGIOUS ADVOCACY POLICY

Staff, families, students, guest speakers, visitors, organizations affiliated with the school, and/or organizations doing business with the school will refrain from advocating any political or religious preferences while on school property conducting school business.

## LOST AND FOUND

Any student who finds an item that does not belong to him or her should turn it in to a school office. All lost and found items will be housed in the hallway next to the Elementary Office. Please routinely check the "Lost and Found" box located in that area for lost personal items. Monthly, items left are donated to charities. Brookside Charter School is not responsible for personal items that are lost or stolen.

## TOYS

Brookside Charter School requests that toys remain at home. This includes all electronic devices. **Brookside will not be held responsible for personal items that are lost, damaged, or stolen.**

## FIRE AND TORNADO DRILLS

Posted near the door, each classroom has a diagram of the evacuation route for fire and tornado drills. Children are expected to follow the directions given by the staff and Administration to help them move quickly and quietly to assigned areas during regular drills.

Every child and staff member must recognize the safety issue and seriousness of these drills. Failure to act in an appropriate manner could mean the difference between life and death. Cooperation and mature action is needed at all times.

## BIRTHDAYS

**Birthday parties are only allowed for students in Pre-K – 4.**

- Birthdays may be celebrated at school. Parents/guardians must plan with the teacher one week in advance. Appropriate activities at the discretion and approval of the classroom teacher.
- In our effort to educate, parents are asked to bring snacks that are nutritious and wholesome. Extravagant parties are inappropriate at school.
- The classroom teacher makes the final decision about party plans, and they shouldn't start before 3 pm.

## INCLEMENT WEATHER DAYS

- Parents/guardians should watch local television stations to receive information regarding closings.
- The Blast (School automated system) will also contact families who have given Brookside Charter School permission to include their contact information.

# WELCOME TO BROOKSIDE CHARTER SCHOOL!

## Enter to Learn, Exit to Lead