



**Momentum  
Academy**

**POLICY MANUAL  
2022**

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# **SECTION 1: BOARD GOVERNANCE**

**Bylaws**  
THIRD AMENDED AND RESTATED  
BYLAWS  
OF  
Momentum Academy

ARTICLE I  
CORPORATION, OFFICES, RECORDS, SEAL

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

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

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

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

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

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

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

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

- (d) Its most recent annual report delivered to the Missouri secretary of state as required by the Missouri Nonprofit Corporation Act; and
- (e) Appropriate financial statements of all income and expenses.

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

## ARTICLE II TYPE OF CORPORATION; PURPOSES

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

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

## ARTICLE III DIRECTORS

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

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

This corporation shall not engage in any activity which may not be engaged in by a corporation which is exempt under Section 501(c)(3) of the Internal Revenue Code of 1986,

as amended, or the corresponding provisions of any future federal internal revenue laws then in effect.

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

No part of the net earnings or other assets of this corporation shall inure to the benefit of any director, officer, contributor, or other private individual, having, directly or indirectly, a personal or private interest in the activities of this corporation, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Section 3.7 and Section 5.4.

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

- Create and support a clear mission, vision, and performance objectives;
- Review and maintain bylaws;
- Establish, interpret and enforce policies and practices consistent with the mission, including an annual review of the Administrative Policies and Procedures Manual;
- Ensure fiscal health of the school including capital assets, operating budgets, fundraising, and endowments;
- Adopt the annual financial budget;
- Approve monthly General Fund and other reports and approve expenditures as required by Board policy;
- Hire, support, manage, and assess the Executive Director;
- Require reports of the Executive Director concerning the school's progress;
- Evaluate itself annually and develop itself through orientation, ongoing education, and leadership succession planning;
- Establish strategic plans;
- Comply with Missouri's Sunshine Law by adopting a Sunshine Law policy as required by law and otherwise ensuring the board and school comply with the provisions of the Sunshine Law, Ch. 610, RSMo;
- Assure compliance with federal and state laws, regulations and rules;



- Assist in development of plans and specifications and provide financing for school facilities;
- Act as a final appeals board for personnel, parent, and student grievances;
- Hear communications, either written or oral, from stakeholders related to matters of policy;
- Act as charter school advocates and liaisons between the community and school;
- Meeting the terms of the charter and attaining established goals and objectives set forth in the charter document; and
- Meeting the legislative intent of raising student achievement and ensuring the school operates in a fiscally responsible manner evidenced by an unqualified audit annually.

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

Section 3.4. Nomination, Election and Terms of Office. Each director shall hold office for a term of three years, unless removed by the board of directors in accordance with Section 3.10 below. The term of the directors shall be staggered so that, as near as possible, an equal number of directors will be appointed in each year. Notwithstanding the foregoing, if a director holds an officer position and the term of office for such officer position extends beyond the director's term as a director, the director term may be extended, with the Board's support, as necessary, to match the term of office for such officer position.

Any member of the board of directors can nominate someone to join the board of directors.

Any director may be elected for successive terms. Notwithstanding the foregoing, no director shall be elected as such director for more than three consecutive full terms. A full term for a director shall consist of three full years. The election in respect of three consecutive full terms shall not be deemed to include any term of less than one full year; provided, however, that in the case of replacements to fill vacancies in the tenure of directors a period of nine months or more shall be computed as a full term of one year.

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

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

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

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

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

Committees of the board of directors and members of such committees are governed by Article IV and Article XI of these bylaws with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements; provided, however, that no committee shall be required to hold an annual meeting and provided, further, that a majority of the number of persons serving on a committee immediately before a meeting begins shall constitute a quorum for the transaction of business at such meeting of such committee. Each committee may adopt rules for its own governance which are not inconsistent with these bylaws or the acts of the board of directors.

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

A committee of the board may not:

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

Section 3.9. Resignation. Any director may resign from the board of directors by delivering a written notice thereof to the board of directors, its presiding officer, or to the president or secretary of this corporation. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice.

Section 3.10. Removal. A director may be removed without cause by a vote of two-thirds of the directors then in office.

#### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Regular Meetings The board of directors shall hold regular meetings at such time and place as may be determined from time to time by resolution of the board. Any business may be transacted at a regular meeting.

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

Section 4.2. Special Meetings Special meetings of the board of directors may be called by the chairman of the board, by the president or by at least 20 percent of the directors to be held at any time and for any purpose or purposes. Special meetings shall be held at the principal office of this corporation or at such place or places, within the State of Missouri, as the board of directors shall have determined.

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

Section 4.3. Notice of Meetings

- (a) Written notice of each meeting of the board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be provided to each director by the officer or directors calling the special meeting and shall be given and effective at least two days before the day on which the meeting is to be held.
- (b) Whenever notice is required to be given to a director, such notice shall be mailed, e-mailed or texted, sent by facsimile or personally delivered to such director. Such notice shall be deemed given and effective on

the date determined in accordance with Article VIII of these bylaws.

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

(c) (1) A director may at any time waive any notice required by these bylaws, the articles or bylaws. Except as provided in subsection (2) of this section, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or the corporate records.

(2) The attendance of a director at any meeting shall constitute a waiver of notice of such meeting or any matter discussed at such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and the director provides his or her objection in writing to the secretary of the corporation.

Section 4.4. Quorum. Unless otherwise required by law or provided elsewhere in these bylaws, the presence of a simple majority of the directors in office immediately before a meeting begins shall be requisite for and shall constitute a quorum for the transaction of business at all meetings; provided, however, that in no event shall fewer than one-third of the number of the directors in office or two directors constitute a quorum. The act of a majority of the directors present at a meeting at which a quorum is present shall be valid as the act of the board of directors except in those specific instances in which a larger vote may be required by law, by the articles of incorporation or by these bylaws.

Section 4.5. Adjournment. If the quorum specified above should not be present at any such meeting, but at least one-third of the directors in office are present, the directors present shall have power successively to adjourn the meeting, and to act as a quorum for such limited purpose, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted that could have been transacted at the original session of the meeting.

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

Section 4.6. Voting. Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision.

Section 4.7. Meetings by Conference Telephone or Similar Communications Equipment. Board members may participate in meetings via telephone or video conferencing, including, but not limited to zoom or Web Ex meetings, or other electronic communications equipment, and be considered present at the meeting provided that all board members can hear one another and communicate directly with all other board members. The board recognizes that there are benefits to in-person meetings and that board members and Momentum Academy staff members are more likely to build positive

relationships through in-person interaction through in-person meetings and other in-person activities. The board strongly encourages that at least one board meeting per year be conducted in-person with as many board members as possible present in-person for the meeting.

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

Section 4.8. Action Without a Meeting. Any action which is required to be or may be taken at a meeting of the directors may be taken without a meeting if one or more written consents describing the action so taken are signed electronically by all members of the board. The consents shall have the same force and effect as a vote at a meeting duly held and may be described as such in any document. The secretary shall file such consents with the minutes of the meetings of the board of directors.

## ARTICLE V OFFICERS

Section 5.1. General. The officers of this corporation shall be a chairperson, one or more vice chairs, a secretary, a treasurer, and such other officers as the board of directors may elect. The chairperson of the board shall be elected from among the members of the board of directors and shall at all times while holding such office be a member of the board of directors. The same person may simultaneously hold more than one office in this corporation.

At the regular meeting of the board of directors held in May, the board shall elect officers to serve at the pleasure of the board for the designated term, until the next election of the officers of the board, or until such elected officers' earlier death, incapacity, disqualification, resignation or removal. Normally the board chair, vice chair, and treasurer shall be elected to terms of two years. The secretary shall normally be elected to a term of one year. Notwithstanding the foregoing, if a director holds an officer position and the term of office for such officer position extends beyond the director's term as a director, the director term may be extended, with the Board's support, as necessary, to match the term of office for such officer position.

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

Additional officers or assistant officers may be elected by the board of directors as it may from time to time deem necessary. The responsibilities, authority, and accountability of such officers shall be fixed by the board of directors and shall be subject to the requirements of the articles of incorporation and these bylaws.

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

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

Section 5.4. Compensation. No officer who is also a member of the board of directors shall receive any salary or compensation for serving as a director. Each officer may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of this corporation.

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

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

Section 5.7. The Chair of the Board. If a chairperson of the board be elected, the chairperson shall preside at all meetings of the board of directors at which the chairperson may be present and shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws or as assigned by the board of directors.

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

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

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

Section 5.8. The Vice Chair(s). The vice chair(s) shall work in cooperation with the chairperson and shall perform such duties as the board of directors may assign. In the event of the death or during the absence, incapacity, or inability or refusal to act of the

chairperson, the vice chair(s) shall be vested with all the powers and perform all the duties of the office of chairperson until the board otherwise provides. The vice chair(s) shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws or by the chairperson or the board of directors.

Section 5.9. The Secretary. The secretary shall attend the meetings of the board of directors and shall prepare or cause to be prepared minutes of all proceedings at such meetings and shall preserve them in the minute book of this corporation to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by any such committee. In addition, the secretary shall have the following duties, which may be delegated to an employee of the corporation, provided that the secretary maintains oversight of such employee's fulfillment of these duties:

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

Section 5.10. The Treasurer. The treasurer shall have supervision and custody of all moneys, funds and credits of this corporation and shall cause to be kept full and accurate accounts of the receipts and disbursements of this corporation in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of this corporation as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of this corporation in such accounts and depositories as may be designated by the board of directors. The treasurer shall disburse or permit the disbursement of funds of this corporation in accordance with the authority granted by the board of directors. The treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the board of directors to the custody of any other person or corporation, or the supervision of which is delegated by the board to any other officer, agent or employee.

The treasurer shall render to the chairperson, the Executive Director or the board of directors, whenever requested by any of them, a report on all financial transactions of this corporation and the financial condition of this corporation.

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

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

Section 5.11. Chair Emeritus. The Board of Directors may confer the honorary title of Chairman Emeritus upon any former chair of the Board who, in the judgment of the Board of Directors, has brought credit and distinction to the Board through long and dedicated service. A Chairman Emeritus holds the position at the discretion of the Board of Directors and shall have no power or authority to act on behalf of the Board by virtue of such honorary title. A Chairman Emeritus may attend Board meetings and provide such advice and counsel to the Board as may be requested, including as a member of a Board Committee. The Board of Directors shall have the discretion to hold meetings (or portions of meetings) outside the presence of the Chairman Emeritus. A Chairman Emeritus shall not be entitled to vote at any meeting and shall not be counted in determining the presence of a quorum of any such meeting.

## ARTICLE VI EXECUTIVE DIRECTOR

The board of directors may appoint a person to exercise all of the powers and perform all of the duties set forth in this Article VI and shall designate such person so appointed as the Executive Director. The Executive Director shall have such general powers and duties of supervision and management as are usually vested in the office of the chief administrative officer of a corporation. The Executive Director shall direct the day to day affairs of this corporation including supervising all employees of this corporation, reporting to the board of directors any violation of the rules and regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the board of directors and reporting thereon whenever so requested by the board of directors. The Executive Director shall be directly responsible to the board and shall report directly to the board.

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

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



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

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

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

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

## ARTICLE VII GENERAL PROVISIONS

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

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

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

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

Section 7.5. Liability and Indemnification of Directors and Officers.

(a) Limitation of Liability. No person shall be liable to this corporation for any loss, damage, liability, or expense suffered by it on account of

any action taken or omitted to be taken by such person as a director, officer, employee, or agent of this corporation or of any Other Enterprise in which such person serves as a director, officer, employee, or agent at the request of this corporation, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of such person's own affairs, or (ii) took or omitted to take such action in reliance upon information, opinions, reports, or statements including financial statements and other financial data, prepared or presented by third parties whom the director, officer, employee or agent reasonably believes to be reliable and competent in the matters presented.

(b) Indemnification, Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other paragraphs of this Section 7.5, this corporation shall indemnify and advance expenses to each person who is or was serving as a director or officer of this corporation or serving at this corporation's request as a director, officer, employee or agent to the full extent permitted by the laws of the State of Missouri as in effect on the date of the effectiveness of this Section 7.5 and as may hereafter be amended.

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

(d) Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of this Section 7.5, unless ordered by a court and except as otherwise provided by this Section 7.5, this corporation shall determine that such indemnification is proper because such person has met

the specified standard of conduct entitling such person to indemnification as set forth in this Section 7.5. Any determination that a person shall or shall not be indemnified under the provisions of this Section 7.5 shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, and such determination shall be final and binding upon this corporation; provided, however, that in the event such determination is adverse to the person to be indemnified hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against this corporation to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. For the purposes of such court action, an adverse determination as to the eligibility of a person for indemnification made pursuant to any of clauses (i), (ii) or (iii) of this paragraph (d) shall not constitute a defense to such action nor create a presumption regarding such person's eligibility for indemnification hereunder. If such court action is successful and the person is determined to be entitled to such indemnification, such person shall be reimbursed by this corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

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

(f) Non Exclusivity. The indemnification and, to the extent permitted by the laws of the State of Missouri, the advancement of expenses provided by Section 7.5 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under section 537.117, RSMo, under any other provision of law, under the articles of incorporation

or these bylaws or under any agreement, or vote of disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which this corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to Section 7.5 shall continue as to a person who has ceased to serve in an Indemnifiable Capacity and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

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

(h) Vesting of Rights. The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained for, contractual condition of such person's serving or having served in an Indemnifiable Capacity and while Section 7.5 may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person this section with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

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

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

(i) References to serving in an "Indemnifiable Capacity" shall mean service by a person as a director or officer of this corporation or service by a person at this corporation's request

as a director, officer, employee or agent of any Other Enterprise (as hereinafter defined);

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

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

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

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

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

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

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

(k) Severability. If any provision of this Section 7.5 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this

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

#### ARTICLE VIII NOTICE

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

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

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

#### ARTICLE IX FISCAL YEAR

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

#### ARTICLE X AMENDMENTS

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

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

The policy manual for the board of directors of this corporation may be amended or a new policy manual adopted upon the approval of a majority of all directors in office.

#### ARTICLE XI OPEN MEETINGS AND RECORDS

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

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

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

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

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

[Signature Page Follows]

#### CERTIFICATE

The foregoing third amended and restated bylaws were duly adopted as of \_\_\_\_\_, 2022 by the board of directors of this corporation.

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Name: Judith Meyer-----  
Title: Chairperson-----



## **Conflict of Interest Policy**

The Board of Momentum Academy. (the “Organization”) adopts the following policy, effective on the date of adoption by the Board.

### **Section 1.1. Purpose**

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

### **Section 2. Definitions**

#### **1. Interested Person**

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

#### **2. Financial Interest**

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

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

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 Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Section 3. Procedures**

#### **Section 3.1. Duty to Disclose**

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

### Section 3.2. Determining Whether a Conflict of Interest Exists

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

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

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

### Section 3.3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the

Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

#### Section 3.4. Violations of the Conflicts of Interest Policy

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

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

#### Section 4. Records of Proceedings

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

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

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

#### Section 5. Compensation

1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## Section 6. Annual Statements

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

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- e. After the initial signature on the Conflict of Interest Statement, the annual completion of Missouri's Ethics Commission survey shall meet this requirement for members of the Board of Directors.

## Section 7. Periodic Reviews

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

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

## Section 8. Use of Outside Experts

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

## **Sunshine Law Policy**

**Section 1.1. Background.** Section 610.023.1, RSMo, provides that a public governmental body must appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request. Section 610.026, RSMo, sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records. Section 610.028.2, RSMo, provides that a public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, RSMo, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.

**Section 1.2.** The Director of Operations be and hereby is appointed custodian of the records of Momentum Academy and that such custodian is located at 3630 Ohio Ave, St. Louis, MO 63118. Said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.

**Section 1.3.** Fees to be charged for access to or furnishing copies of records may not exceed 10 cents per page for paper copies 9 by 14 or smaller, plus an hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time may be billed at actual cost.

**Section 1.4.** It is the policy of Momentum Academy, that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law. Notwithstanding the foregoing, Momentum Academy has closed all public records to the extent authorized by law.

**Section 1.5.** Momentum Academy shall comply with sections 610.010 to 610.035, RSMo, the Sunshine Law, as now existing or hereafter amended.

### Motion to Enter into Closed Session

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

“I move that this meeting be closed, and that all records and votes, to the extent permitted by law, pertaining to and/or resulting from this closed meeting be closed under Section 610.021, subsection(s) [cite to application subsection(s)], RSMo, for the purpose of [insert the language of the provision(s) cited].”<sup>1</sup>

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

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<sup>1</sup> The Board should only cite those subsections that are applicable to the material it intends to close (not a standard list of several subsections).

## **Board Member Orientation Policy**

### **SECTION 1. Board Member Orientation**

**SECTION 1.1.** Within 60 days, new members to school's board shall participate in a formal training session. At a minimum, this training shall include six hours on the following issues:

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

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

### **SECTION 2. Board Member Orientation Manual**

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

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

## **Board Member Development Policy**

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

### **SECTION 1. Board Development Requirements**

- Board education shall be included as an item on each board meeting agenda;
- Board training area needs shall be identified as part of the board's annual individual and full board analysis;
- Participation in local, regional, and national charter school board training opportunities.

### **SECTION 2. Appropriation of Funds**

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



## **Board Conduct Policy**

### **SECTION 1. Board Authority Over Individual Authority**

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

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

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

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

### **SECTION 2. Duties and Responsibilities**

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

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

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

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

### **SECTION 3.0. Accountability to Stakeholders and Community Relations**

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

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

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

SECTION 3.4. Board members shall, in a timely manner, communicate to the board or the Executive Director expressions of public reaction to board policies and school programs.

#### SECTION 4. Policy Development

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

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

#### SECTION 5. Board Meetings

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

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

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

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

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

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

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

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

## SECTION 6. Personnel

Section 6.1. Board members shall only consider employment of personnel after receiving and fully considering the recommendation of the Executive Director.

SECTION 6.2. Consideration for employment of the Executive Director shall be made based on the needs and interests of the school. Decisions shall be made based on qualifications, experience, philosophy, verifiable performance, and fiscal feasibility related to compensation. All hiring decisions shall be made in accordance with the Equal Opportunity Employment Act and any policies of the board and shall not be made based upon race, gender or national origin or other factors prohibited by law.

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

## SECTION 7. Financial Governance

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

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

## SECTION 8. Board Member Conduct

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

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

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

## SECTION 9. Protocols for Board/Executive Director (ED) Communication

SECTION 9.1 As a team, the board and Executive Director, recognize the importance of clear, transparent and timely communication. Momentum Academy employs the Executive Director as the chief executive officer. The Executive Director is responsible for

development, supervision, and operation of school programs and facilities. The board recognizes that the Executive Director is the only employee of the district who reports directly to the board. The Executive Director will proactively provide necessary information to the board. The Executive Director will also provide requested reports and data to the board.

SECTION 9.2 Board members are committing to the following communication protocols:

- No surprises (if some issue/item surfaces, the board members will call, email or text the Executive Director)
- Communication will be directed to the Executive Director and if information is requested, the Executive Director will engage support staff
- A reasonable amount of time will be given to process questions and responses (depending on the question and request, 1-3 business days). Every effort will be made to process the request as soon as possible
- Only strategically aligned board items acted upon and passed with a majority of the board reflect the work of Momentum Academy and provide staff with board direction. Dialogue and discussion that occur during board meeting time should not be considered the will of the board.
- On board matters, the board chairperson serves as the spokesperson for the board.
- Board members agree to refer any questions/concerns they hear to the Executive Director to address and provide follow-up.
- The board will maintain fidelity to fellow board members, board policies, and governance team standards when communicating with constituents, staff and media.
- Monitoring of success: Monthly check in (informally) with board members and Executive Director. If necessary, standing board agenda item for discussion.

### **Nepotism Policy**

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

## **Governing Board Records Policy**

### **SECTION 1. Custody of Records**

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

### **SECTION 2. Inspection of Records**

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

**SECTION 2.2.** Records pertaining to individual students or staff members shall not be released for inspection by the public or any unauthorized persons, either by the Secretary or Executive Director or other persons responsible for the custody of confidential files.

### **SECTION 3. Records Retention**

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

## **Prohibited Expenditures Policy**

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

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

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

# **SECTION 2: BOARD FINANCE**



## **Annual Operating Budget Policy**

### **SECTION 1. Budget Process**

SECTION 1.1. The Executive Director will ensure that Momentum Academy follows a budgeting process that is consistent with the requirements of all applicable state and federal laws and regulations.

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

SECTION 1.3. Each year before the annual operating budget is drafted the Executive Director shall ensure that a needs assessment of Momentum Academy is drafted and finalized by a budget committee consisting of the CFO, the Executive Director, and other individuals as designated by the board. The needs assessment shall inform the drafting of the annual budget.

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

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

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

### **SECTION 2. Fiscal Compliance**

The Director of Operations shall ensure that Momentum Academy complies with all state and federal laws and rules concerning the budget and related processes of the school.

## **School Accounting System Policy**

### **SECTION 1. Fiscal Year**

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

### **SECTION 2. Financial Accounting**

Momentum Academy will adhere to the accounting guidelines of the Missouri Department of Elementary and Secondary Education.

**SECTION 2.1. Accounting records.** The school shall maintain records that adequately identify the source and application of funds. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

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

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

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

**SECTION 2.5. Account Code Structure.** The school shall use the account code structure as described in the Missouri Department of Education's Chart of Accounts.

## **Audit and Financial Statements Policy**

### **SECTION 1. Annual Audit.**

**SECTION 1.1.** Annually, the books and accounts of Momentum Academy will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. This audit will include an audit of the charter school's attendance and attendance procedures. The Executive Director shall place before the Board the matter of the retaining of a certified public accountant. The auditor shall be selected by the Board. The audit shall be presented to the Board for examination and approval.

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

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

### **SECTION 2. Annual Financial Statement.**

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

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

**SECTION 2.2.** The Executive Director shall ensure that the annual financial statement is submitted to the Sponsor in a timely manner pursuant to deadlines.

## **Payroll Policy**

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

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

### **SECTION 2. Teachers Retirement System.**

As prescribed by Statute, all teachers at Momentum Academy shall be members of the St. Louis 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 regulation.

## **Federal Fiscal Compliance Policy**

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

**SECTION 1.1. Supplement not Supplant.** Momentum Academy shall ensure that federal funds will be used to supplement, not supplant regular non-federal funds.

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

**SECTION 1.3.** The Executive Director shall follow all regulations concerning expenditures if federal funds, as provided in the Administrative Policies and Procedures Manual.

## **Capital Assets Accounting Policy**

**Section 1.1. Definition of Capital Asset.** A capital asset is an asset that is tangible in nature; has a life that exceeds one year; of significant value (\$5,000 per unit or a lower amount designated by the board of directors); and reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

**SECTION 1.2. Documentation.** The Executive Director shall ensure that Momentum Academy maintains accurate records of capital assets in accordance with applicable rules.

**SECTION 1.3. Inventory.** The Executive Director will ensure that a physical inventory of capital assets takes place once every two years.

**SECTION 1.4. Annual Audit.** The annual financial audit required by the Board shall include an exhibit in the audit report identifying all capital assets and the ownership interest of local, state, and federal parties.

## **State Tax Sources Policy**

**Section 1. Acceptance.** All state funds will be accepted for the operation of Momentum Academy as provided by law and through regulations of the Missouri State Board of Education or Missouri Department of Elementary and Secondary Education.

**Section 2. Reporting.** The Executive Director is responsible for completing all required reports and forms to obtain state funds to which Momentum Academy is entitled to receive according to developed rules and regulations.

## **State and Federal Projects Policy**

### **Section 1. Authority to Operate.**

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

The Executive Director shall be the designated individual 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 Momentum Academy to verify program compliance and success. The Executive Director shall keep the Board fully informed.



## **Borrowed Funds Policy**

### **Section 1. Borrowing Funds**

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

## **Bonded Indebtedness Policy**

Section 1. The Board may issue bonds for any School expenditures as prescribed in state law.

## **Authorized Signatures Policy**

Section 1. The Board of Momentum Academy shall designate at least two current board members to be included as authorized signatures on all financial accounts of the school.

Section 2. The Board shall notify all financial institutions that serve the schools of the board members who are to be included as authorized signatures on financial accounts.

Section 3. The Board of Momentum Academy shall annually certify to the Missouri Charter Public School Commission that the financial institutions that serve the school have on file the authorization form for the board members who are to be the signatures on all financial accounts and checks.

## **Investment Policy**

### **I. Scope**

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

#### **Pooling of Funds**

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

#### **External Management of Funds**

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

### **II. General Objectives**

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

#### **Safety**

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

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

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

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

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

#### **Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

### Yield

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

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

## III. Standards of Care

### Prudence

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

### Ethics and Conflicts of Interest

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

### Delegation of Authority

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

#### IV. Investment Transactions

##### Authorized Financial Dealers and Institutions

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

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

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

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

##### Internal Controls

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

The internal controls shall address the following points:

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

### Delivery vs. Payment

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

### Suitable and Authorized Investments

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

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

## VI. Investment Parameters

### Diversification

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

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

## Maximum Maturities

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

## VII. Reporting

### Methods

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

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

### Performance Standards

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

### Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of



Momentum Academy. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

#### VIII. Policy Considerations Exemption

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

The policy shall be reviewed annually by the investment officer and recommended changes will be presented to the governing body for consideration.

# **SECTION 3: HUMAN RESOURCES**

## Family and Medical Leave Act Policy

This policy is limited to any rights or benefits contained in the Family and Medical Leave Act (FMLA).

### SECTION 1. Eligible Employees

SECTION 1.1. Employees of the school/Board/management organization employed by the Board who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave and are employed at a worksite where 50 or more employees are located within 75 miles of the worksite are eligible to take twelve (12) weeks of unpaid leave under FMLA.

SECTION 1.2. An employee may request leave for one or more of the following reasons:

1. Birth of a child and to care for the newborn child;
2. Adoption or foster placement of a child with the employee;
3. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
4. Serious health condition of employee that prevents the employee from performing the job functions;
5. Because of a qualifying exigency (hereinafter defined) arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;
6. To care for a covered service member (hereinafter defined) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

### SECTION 2. Definitions

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

*"Instructional employee or other key position"* means an employee whose Executive Director function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

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

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

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

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

“*Spouse*” means a husband or wife.

### SECTION 3. Amount and Type of Leave Taken

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

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

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

### SECTION 3.4. Intermittent or Reduced Leave

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

### SECTION 3.5. Notification of Leave

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

### SECTION 3.6. Benefits and Return to Work

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

The Board may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has expired.

With the exception of paid vacation, personal, medical or sick leave required to be exhausted prior to taking unpaid leave under Section 3.3 above, the employee's absence during leave will not alter benefits which the employee accrued before taking leave.

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

### SECTION 3.7. Required Certification and Reporting

The Board requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee on a form to be provided by the Board.

This certification must include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. If the purpose of the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
4. If the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his or her job functions. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board.

The Board, at its own expense, may obtain the opinion of a second health care provider of the Board's choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, the Board may, at its own expense, obtain a third opinion from a health care provider upon which the Board and the employee jointly agree.

Such a third opinion as to the necessity for the leave is binding on both the Board and the employee.

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

The Board may require an employee on FMLA leave to report periodically to the Executive Director on the employee's status and intent to return to work.

### SECTION 3.8. Special Provisions

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

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

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

An eligible employee is entitled to up to a total of 26 workweeks of unpaid, job protected leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

## **Equal Employment Opportunity Policy**

### **SECTION 1. Equal Opportunity Employment**

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

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

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

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

## Harassment Policy

**\*\*NOTE: This policy should not be used to investigate a sexual harassment complaint under Title IX. The Title IX Sexual Harassment Policy should be used to investigate such complaints.\*\***

### SECTION 1. Unlawful Harassment

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

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

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

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

### SECTION 2. Reporting

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

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



report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

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

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

### SECTION 3. Protection Against Retaliation

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

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

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

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

### SECTION 4. Liability for Harassment

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

### SECTION 5. Additional Enforcement Information

SECTION 5.1. Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) serves as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC at 1222 Spruce St., Rm. 8.100, St. Louis, MO 6310, Phone: 1-800-669-4000, TTY: 1-800-669-6820, ASL Video Phone: 844-234-5122 or such contact information which may be available at <https://www.eeoc.gov/field-office/stlouis/location>.

## **Drug Free Workplace Policy**

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

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

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

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

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

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

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

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

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

## **Judicial, Military Duty, And Religious Leave Policy**

### **SECTION 1. Purpose of Policy**

**SECTION 1.1.** The purpose of the policy of the Board of Momentum Academy is to outline employee's rights regarding leave for judicial, military, and religious reasons.

### **SECTION 2. Types of Leave**

**SECTION 2.1.** All Momentum Academy employees shall be allowed a leave of absence without loss of pay and without deduction of any amounts otherwise received as compensation for service as an employee for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

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

**SECTION 2.2.** All Momentum Academy employees will be paid for a maximum period of 18 working days for ordered military duty. Applicable federal and state laws will be followed.

**SECTION 2.3.** Leave for religious holidays may be granted to benefits eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and the School Principal), but shall not be deducted from sick or personal leave

### **SECTION 3. Notice**

**SECTION 3.1.** Employees shall provide in writing to the School Principal with a minimum of two weeks' notice, or in the case of judicial duty, as soon as practicable, the need for leave under this policy. Notification should include the reason for the request for leave, the date(s) if known, and a copy of any supporting documentation such as a jury summons.

## **Personnel Evaluations Policy**

### **SECTION 1. Staff Observations and Evaluations**

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

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

**SECTION 1.3.** Each classified staff member shall be formally evaluated by the School Principal or Executive Director on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

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

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

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

## **Staff Complaints And Grievances Policy**

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

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

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

**SECTION 1.3.** The Administrative Policies and Procedures Manual outlines the process by which staff complaints and grievances will be addressed, including the role of the Board of Directors.

## **Personal Leave Policy**

**SECTION 1.** Momentum Academy employees are entitled to personal leave, which includes both sick leave and leave for personal reasons.

**SECTION 1.1** The Administrative Policies and Procedures Manual details the personal leave policy, including eligibility for an extended leave of absence and restrictions on number of hours that can be carried over into the following fiscal year.

## **Student and Employee Communicable Diseases Policy**

**SECTION 1.** The Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.

**SECTION 1.2.** A student or employee who is infected with a communicable disease or HIV infection will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Executive Director after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the Executive Director it is necessary to consult a private physician.

**SECTION 1.3.** The Administrative Policies and Procedures Manual provides the details on managing issues of communicable diseases.



## **Employee Information Sharing Policy**

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

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

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

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

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

## **Background Checks and Fingerprinting Policy**

1. Any employee, member of the Board, volunteer, or individual otherwise authorized to have contact with students and prior to any individual having contact with students shall complete a criminal background check and a check of the family care safety registry.
2. In order to facilitate the criminal background check and check of the family care safety registry, any employee, member of the Board, volunteer, or individual otherwise authorized to have contact with students and prior to any individual having contact with students shall complete a state and national fingerprint based criminal background check.
3. Prior to fingerprints being captured, the employee or volunteer must be provided a copy of the “Noncriminal Justice Applicant’s Privacy Rights” and the FBI’s “Privacy Act Statement.” When registering for fingerprinting through the MACHS portal, this information is provided and acknowledged during the registration process.
4. Momentum Academy will ensure the information received is protected from receipt until destruction and will establish appropriate technical and physical precautions to secure such information.
5. If a security violation occurs with information provided by the fingerprint background check, whether malicious in intent or not, the violation will be reported to Gordon Parks Elementary School’s Local Agency Security Officer (LASO). The LASO will complete a MSHP SHP-71 Security Incident Report form and forward the completed form to the MSHP Criminal Justice Information Services (CJIS) Security Unit.
6. Momentum Academy designates the following individuals to act as the LASO: Human Resources Generalist, Talent Manager, Chief Operating Officer, and/or Human Resource Specialist.
7. To comply with Appendix J of the FBI CJIS Security Policy, basic security awareness training is required for all personnel who have access to Criminal Justice Information (CJI) within six months of initial assignment, and biennially thereafter. Momentum Academy completes security awareness training via hard copy, CJIS Online, etc. and proof of completed and current security awareness training will be retained indefinitely for all personnel with access to information provided from the fingerprint background checks.
8. Only authorized personnel of Momentum Academy may access, view, or otherwise use information provided from the fingerprint background check and check of the family care safety registry and shall not share such information from any individual not authorized to access, view, or otherwise use the information. If such information is printed on a hard copy format, authorized personnel will ensure the information is stored in a secured environment and is not accessible by unauthorized personnel. The security combination and/or keys to the locks shall only be accessible by authorized personnel. If such information is stored in an electronic format, the

electronic media will be treated the same as hard copy information and will be stored in a secure environment that is not accessible by unauthorized personnel. If the electronic media cannot be stored in a secure environment, such as being stored on a PC's local HDD or SSD, the electronic information must be password-protected or otherwise encrypted.

9. When hard copy information or information stored on optical media discs is no longer required, it must be destroyed in one of the following manners:
  - a. In-House Cross Shredder
  - b. Incineration
  - c. Contracted Document Destruction Company. If a contracted document destruction company is used, authorized personnel must accompany the CHRI to destruction.
10. When electronic copy information stored on HDDs, SSDs, or flash sticks is no longer required, the electronic media must be degaussed a minimum of three times.
11. Momentum Academy will disseminate information to the applicant of record for personal review or challenge purposes only. The individual must make a request to view information in writing and the individual must appear in person, with identification, and sign a secondary dissemination log. Secondary dissemination logs will include, at a minimum: the date of secondary dissemination, the name of the subject of the record, the name of the person or agency requesting the record, a description of the shared record, the purpose of the request, how the dissemination occurred, and the name of the disseminator. The secondary dissemination log will be retained for at least 3 years or until a compliance audit can be conducted by the MSHP.
12. Momentum Academy will ensure all MACHS portal access is current. Any user that no longer needs access will be removed immediately by the Agency LASO or the MACHS Administrator.
13. The Momentum Academy LASO will contact the Missouri State Highway Patrol, CJIS Division, Trainer/auditor for assistance with Administrator rights to the MACHS portal.
14. Momentum Academy will ensure that Rap Back subscriptions are kept up-to-date and removed when the individual is no longer working or volunteering for the agency. Rap Back subscriptions and validations will be conducted by the MACHS administrator of the agency.

## **Missouri Victims' Economic Security And Safety Act Policy**

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

### **Section 1. Definitions**

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

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

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

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

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

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

5. To seek legal assistance to ensure the health and safety of the employee or their household or family member, including participating in court proceedings related to the domestic or sexual violence.

#### Section 4. Leave Time

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

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

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

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

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

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

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

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

#### Section 6. Medical and Other Benefits

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

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

#### Section 7. Reasonable Safety Accommodations

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

#### Section 8. Non-Retaliation

Employees who seek good faith leave or reasonable safety accommodations under this policy will not be retaliated against.

# **SECTION 4: SCHOOL OPERATIONS**

## Civil Rights, Title IX, Section 504 Policy

Momentum Academy will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended<sup>2</sup>, 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<sup>3</sup>, prohibiting discrimination on the basis of disability in programs and activities receiving Federal financial assistance.
3. Title IX of the Education Amendments of 1972 (Title IX), as amended<sup>4</sup>, prohibiting discrimination on the basis of sex in educational programs and activities receiving Federal financial assistance. The provisions of Title IX apply to students with regard to educational opportunities and freedom from harassment, employees with regard to employment opportunities and freedom from harassment, and to individuals with whom the Board does business.
4. The Age Discrimination Act of 1975, as amended<sup>5</sup>, 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.

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

Momentum Academy may designate only one employee to serve as both the Title IX and Section 504 Coordinator. That individual must assume the responsibilities of both coordinators.

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

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<sup>2</sup> 42 U.S.C. 2000d *et seq.*

<sup>3</sup> 29 U.S.C. 794.

<sup>4</sup> 20 U.S.C. 1681 *et seq.*

<sup>5</sup> 42 U.S.C. 6101 *et seq.*



## **Title IX Sexual Harassment Policy**

### **Section 1. Definitions**

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

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

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

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

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

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

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

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

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

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

**Supportive measures:** non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or respondent before or after the filing of a formal complaint or where not formal complaint has been filed. Such measures are designed to restore or preserve equal access to the school's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. These measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of

work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security or monitoring of certain areas of the campus, and other similar measures. The school must maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining confidentiality could not impair the ability of the recipient to provide supportive measures.

## Section 2. Designation of Title IX Coordinator

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

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

## Section 3. Notification

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

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

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

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

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

## Section 4. Response to Sexual Harassment

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

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

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

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

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

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

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

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

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

### Section 5.3. Grievance Process Requirements

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

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

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

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

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

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

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

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

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

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

## Section 5.5. Investigation of a Formal Complaint

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

Section 5.5.2. Momentum Academy must obtain consent of a party to use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or

paraprofessional acting the profession's or paraprofessional's capacity or assisting in that capacity and which are made and maintained in connection with the provision of treatment to the party.

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

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

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

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

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

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

## Section 5.6. Hearings.

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

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

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

Section 5.7.1. The written determination must include:

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

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

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

Section 5.8. Remedies.

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

Section 5.9. Appeals.

Momentum Academy must offer both parties an appeal from a determination regarding responsibility and from a school's dismissal of a formal complaint or any allegations on the following bases:

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

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

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

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

Section 5.9.4. Momentum Academy must issue a written decision describing the result of the appeal and the rationale for the result

5.9.5. Momentum Academy must provide the written decision simultaneously to both parties.

Section 5.10. Consolidation.

Momentum Academy may consolidate formal complaint as to allegations of sexual harassment against more than one respondent, or more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Section 5.11. Dismissal.

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

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

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

## Section 6. Informal Resolution Process

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

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

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

Momentum Academy may do this if the parties are provided a written notice disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be share.

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

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

## Section 7. Recordkeeping

Section 7.1. Momentum Academy must maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent and any remedies provided to the



complainant designed to restore or preserve equal access to the recipient's education program or activity.

- Any appeal and the result of that appeal.
- All training materials.

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

#### Section 8. Retaliation.

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

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

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

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

## **Official School Year And School Day Policy**

The Board will annually adopt a school calendar that provides for at least 1,044 hours of pupil attendance. The calendar shall also include thirty-six make-up hours for possible loss of attendance due to inclement weather<sup>6</sup>. Hours, in excess of the state required minimum, may be recommended by the Executive Director and approved by the Board.

The length of the school day shall be a minimum of 4 hours per day.

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<sup>6</sup> For purposes of this Policy, “inclement weather” means ice, snow, extreme cold, flooding or a tornado.

## **Alternative Methods of Instruction Plan Policy**

### **Section 1. Alternative Methods of Instruction Plan Approval**

Section 1.1. Momentum Academy shall submit to the department of elementary and secondary education an application requesting approval of an alternative methods of instruction plan.

Section 1.2 The application submitted to the department of elementary and secondary education shall describe:

Section 1.2.1. The manner in which Momentum Academy intends to strengthen and reinforce instructional content while supporting student learning outside the classroom environment.

Section 1.2.2. The process the school intends to use to communicate to students and parents the decision to implement alternative methods of instruction on any day of a closure.

Section 1.2.3. The manner in which the school intends to communicate the purpose and expectations for a day in which alternative methods of instruction will be implemented to students and parents.

Section 1.2.4. The assignments and materials to be used within the school for days in which alternative methods of instruction will be implemented to effectively facilitate teaching and support learning for the benefit of the students.

Section 1.2.5. The manner in which student attendance will be determined for a day in which alternative methods of instruction will be implemented. The method chosen shall be linked to completion of lessons and activities.

Section 1.2.6. The instructional methods, which shall include instruction through electronic means and instruction through other means for students who have no access to internet services or a computer.

Section 1.2.7. Instructional plans for students with individualized education programs.

Section 1.2.8. The role and responsibility of certified personnel to be available to communicate with students.

### **Section 2. Alternative Methods of Instruction Plan Implementation**

Section 2.1. If Momentum Academy is closed due to exceptional or emergency circumstances, the school may use its Alternative Methods of Instruction Plan for up to thirty-six hours in a school year.

Section 2.2. Momentum Academy shall notify students and parents on each day of the closure whether the alternative methods of instruction plan is to be implemented for that

day. If the plan is to be implemented on any day of the closure, the school shall ensure that each student receives assignments for that day in hard copy form or receives instruction through virtual learning or another method of instruction.

## **School Calendar Policy**

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

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

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

**SECTION 1.3.** Information pertaining to dissemination and publishing of the adopted calendar shall be published on the School's website and via other communication channels no later than the end of March.

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

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

## **School Annual Report Policy**

Momentum Academy officials will submit to the department of elementary and secondary education all data and reports as required by applicable laws and regulations. The Annual Report will be completed and submitted in accordance with applicable laws and regulations.

The Annual Report will be made available to all Momentum Academy patrons, and to each member of the General Assembly whose legislative district contains a portion of the School's attendance area.

## Public Inspection Policy

1. Momentum Academy shall make available for public inspection, and provide upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the LEA in which the school is located the following information<sup>7</sup>:

- A. The school's charter;
- B. The school's most recent annual report card published according to section 160.522, RSMo;
- C. The results of background checks on the charter school's board members; and
- D. If operated by a management company, a copy of the written contract between the Governing Board of Momentum Academy and the educational management organization or the charter management organization for services. Momentum Academy may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo for furnishing copies of documents under this subsection.

2. The website of the school shall contain a direct link to the department of elementary and secondary education's website section containing a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for the current calendar or fiscal year.<sup>8</sup>

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<sup>7</sup> § 160.410, RSMo.

<sup>8</sup> § 160.066, RSMo.

## **Title I Policy**

### **Section 1. Parent Involvement**

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

### **Section 2. Reporting Requirements**

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



## **Equal Educational Opportunity Policy**

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

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

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

### **Students of Legal Age Policy**

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

## **Student Educational Records Policy**

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

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

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

Upon request by military recruiters or an institution of higher learning, Momentum Academy will provide students' names, addresses, and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent.

Military recruiters will be provided the same access to students as is given to institutions of higher learning.

### **Health Information Records Policy**

Except as otherwise required by the Individuals with Disabilities Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504), records containing student health information will be stored separately from other student records in a locked file cabinet or in a secure computer file. Only the Executive Director or his/her designee shall have access to the locked file cabinet or secure computer file.

## **School Safety Plan and Emergency Closing Procedures Policy**

### **SECTION 1 Momentum Academy Safety Plan:**

Momentum Academy will cooperate fully with emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters and other emergency situations, such as epidemics and pandemics. Momentum Academy will follow applicable recommendations and mandates from city, state and/or federal governmental authorities in the event of an emergency.

### **SECTION 2. Emergency Suspension of School Operations or Activities**

**SECTION 2.1.** Momentum Academy may abide by school closures for St. Louis Public Schools.

**SECTION 2.2.** The Board further authorizes the Executive Director or his/her designee to suspend school operations or activities in the event of abnormal conditions, hazardous weather, or other emergencies that threaten the safety, welfare, or health of students or employees and to take whatever measures he/she deems necessary to protect students and staff.

**SECTION 2.3.** The Executive Director or his/her designee shall establish orderly procedures to assure that appropriate communications with students, staff, and other stakeholders are maintained before, during and after the abnormal conditions potentially or actually causing suspension of school operations or activities. At a minimum, instruction on obtaining information pertaining to suspension of school operations and activities for students, staff, and other stakeholders shall be published in the student and staff handbooks.

**SECTION 2.4.** School activities, including but not limited to extracurricular events, activities, clubs, competitions, and athletic events, held before or after the official school day, shall not be held if normal school operations have been suspended on the same day. The Executive Director or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

**SECTION 2.5.** At the Executive Director or his/her designee's discretion, school activities as described in Section 2.4, may be canceled even after a completed school day if conditions exist to warrant such suspension. The Executive Director or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

## **Student Communicable Diseases Policy**

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 Executive Director or his/her designee has determined, based upon medical evidence, that the student:

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

The Administrative Policies and Procedures Manual details the procedures to be followed in the case of a student with a communicable disease.

## **Distribution of Medicine Policy**

### **Section 1. School Distribution and Administration of Medication**

**Section 1.1.** The school nurse (or another employee designated by the Executive Director or his/her designee) may provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met, as detailed in the Administrative Policies and Procedures Manual.

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

**Section 1.1.2.** The appropriate approval form for medication distribution must have been completed and signed by the parent or guardian for each medication.

**Section 1.2.3.** The school nurse or other designated employee shall keep a written report of medication taken by the student.

## Immunizations Policy<sup>9</sup>

SECTION 1. All students attending Momentum Academy schools are required to be in compliance with state law mandating immunization against specific diseases<sup>10</sup>. Failure to comply with immunization requirements will result in exclusion from school until proof of compliance is provided. Homeless children will be granted a temporary twenty-four (24) hour grace period within which to submit proof of compliance.<sup>11</sup>

SECTION 2. The Executive Director shall institute procedures for the maintenance of health records, demonstrating the immunization status of every student enrolled or attending the School, and for the completion of all necessary reports in accordance with Missouri Department of Health and Senior Services' guidelines.

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<sup>9</sup> Missouri Department of Health immunization information can be found here:  
<http://health.mo.gov/living/wellness/immunizations/pdf/1415schoolrequirements.pdf>

<sup>10</sup> § 167.181, RSMo.

<sup>11</sup> § 210.003, RSMo.



### **Student Group Use of Facilities Policy**

Pursuant to the Equal Access Act of 1984, the Board will provide an opportunity for student-initiated non-curricular groups to conduct meetings on school premises, during non-instructional time, and will not discriminate against students on the basis of the religious, political, or philosophical content of the speech at such meetings.

## **Student and Classroom Observations Policy**

### **SECTION 1. Classroom Observations.**

**SECTION 1.1.** While Momentum Academy acknowledges that some educational benefit may be derived from third parties wishing to conduct classroom observations for research purposes for educational products or services, it is the responsibility of Momentum Academy to protect the privacy of all students.

**SECTION 1.2.** Requests for observations by an outside educational or clinical professional must be submitted in writing to the Executive Director or his/her designee for consideration at least two weeks in advance of the requested observation. The request must include the name and credentials of the professional who will be observing the classroom, the purpose of the classroom observation, the data that will be collected and a certification that the third party will comply with the Family Educational Rights and Privacy Act ("FERPA") and any other applicable state or federal laws pertaining to student privacy. In addition, the third party may be required to execute a confidentiality agreement.

**SECTION 1.3.** Executive Director or his/her designee must provide parents of students in the classroom written notice of a third party's desire to observe the classroom, and parent concerns regarding outside observers shall be taken into consideration in the decision whether or not to allow the third party to observe the classroom.

**SECTION 1.4.** If the outside professional is approved for the observation, all data collected shall be provided to the Executive Director or his/her designee.

**SECTION 1.5.** Upon request, Executive Director or his/her designee may, at his/her discretion, grant permission for visits by outside service providers who currently provide private educational or therapy services to a current student. To minimize disruption to the instructional program, outside service providers must comply with the guidelines for all visitors plus the following additional guidelines: (1) the third party must currently provide educational or therapy services to the student; (2) provide the Executive Director or his/her designee an appropriate Release of Confidential Information under the Family Educational Rights and Privacy Act (FERPA), signed by the parent/guardian; (3) have the parent/guardian coordinate the observation date and time; (4) limit the observation to one hour unless an extended time period has been granted in advance of the scheduled observation; and (5) conduct the session in such a manner that allows the regular school program to continue during the visit by refraining from engaging the attention of the teacher or student(s) through conversation or other means.

## **School Attendance Policy**

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

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

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

**SECTION 4.** The Administrative Policies and Procedures Manual details the School's attendance policy.

## **Eye Protection<sup>12</sup> Policy**

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.

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<sup>12</sup> § 170.005, RSMo

## **Textbooks Policy<sup>13</sup>**

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. Momentum Academy shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through twelve, and may purchase textbooks and instructional materials for prekindergarten students.

SECTION 3. Only textbooks filed with the state board of education shall be purchased and loaned under this section. No textbooks shall be purchased or loaned under this section to be used in any form of religious instruction or worship.

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<sup>13</sup> § 170.051, RSMo.

## **Parents and Student Complaints and Grievances Policy**

SECTION 1. Purpose and General Policy Provisions Related to Resolution of Concerns.

SECTION 1.1. Students and parents have the right and responsibility to express school related concerns and grievances to the faculty and administration. Students and parents shall be assured the opportunity for an orderly presentation and timely review of concerns

SECTION 2. Process. The faculty and administration shall make an honest and forthright effort to resolve grievances as quickly as possible at the most immediate level of authority.

SECTION 2.1. The levels of authority shall be as follows:

1. **Classroom related concerns** – teachers
  2. **School related concerns** (including policies, procedures, administration, unresolved classroom related concerns, etc.) – School Principal
  3. **Appeals** (first step)– Executive Director
  4. **Appeals** (second step) -- School Performance Committee of the Governing Board
- Decisions rendered by the Governing Board shall be considered final.

SECTION 2.2 Any teacher, staff member, or administrator shall have the authority to table any meeting considered to be unproductive, threatening, hostile, inappropriate, or lacking appropriate representation.

SECTION 3. All Appeals to the Governing Board School Performance Committee must be submitted in writing and submitted to the Board chairperson through the Administrative Assistant.

## **Technology Acceptable Use Policy**

**Section 1.1. Policy.** It is the policy of Momentum Academy to: (a) prevent user access over its computer network to (or transmission of) inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)] and FCC Ruling 11-125.

**Section 1.2. Definitions.** Key terms are as defined in the Children’s Internet Protection Act (CIPA).

### **Section 1.3. Access to Inappropriate Material**

To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet (or other forms of electronic communications) access to inappropriate information.

Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

### **Section 1.4. Inappropriate Network Usage**

To the extent practical, steps shall be taken to promote the safety and security of users of the online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children’s Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

### **Section 1.5. Supervision, Monitoring and Education**

It shall be the responsibility of all members of the Momentum Academy staff to educate, supervise, and monitor all users as to the usage of the online computer network and access to the Internet in accordance with this policy and the Children’s Internet Protection Act.

Education should specifically address the following issues as stated in FCC 11-125:

- The education of minors about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms
- Safety/security of minors when using e-mail, chat rooms, other direct electronic communications
- Unauthorized access, including “hacking” and other unlawful activities by minors online
- Unauthorized disclosure, use and dissemination of personal information regarding minors
- Cyberbullying awareness and response

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the school director or designated representatives.

*CIPA definitions of terms:*

**TECHNOLOGY PROTECTION MEASURE.** The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

1. OBSCENE, as that term is defined in section 1460 of title 18, United States Code;
2. CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United States Code; or
3. Harmful to minors.

**HARMFUL TO MINORS.** The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

**SEXUAL ACT; SEXUAL CONTACT.** The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.



## **Drug Free Schools Policy**

**SECTION 1.** Pursuant to requirements of the 1989 amendments of the Drug-Free Schools and Communities Act and to the requirements of the Safe Schools Act, and for the purpose of preventing the use of illicit drugs and alcohol by students, Momentum Academy shall provide age-appropriate, developmentally based drug and alcohol education and prevention programs to all students. (See also Policy 6130 - Drug Education.) Such programs will address the legal, social, and health consequences of drug and alcohol use, and provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol.

**SECTION 2.** Momentum Academy shall provide information about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to students. Students may be required to participate in such programs in order to avoid suspension or expulsion if they are found to be in violation of this policy. All parents/guardians and students shall annually be provided with a copy of this policy.

**SECTION 3.** Momentum Academy certifies that it has adopted and implemented the drug prevention program described in this policy in the form required by the Department of Elementary and Secondary Education or the United States Department of Education. The School conducts a biennial review of such program to determine its effectiveness, to implement necessary changes and to ensure that the disciplinary sanctions are consistently enforced.

## **Student Fees Policy<sup>14</sup>**

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

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

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<sup>14</sup> § 160.415.11, RSMo.

## **Reporting of Child Abuse and Neglect Policy**

### **SECTION 1. Mandatory Reporters**

The following individuals are mandatory reporters:

1. Teacher
2. Principal
3. School official
4. Any other person with responsibility for the care of children

### **Section 2. Reporting.**

Section 2.1. All mandatory reporters have a duty<sup>15</sup> to report suspected child abuse and neglect, including truancy and educational neglect to the Missouri Department of Social Services, Children's Division. Such report shall be made via the Child Abuse and Neglect Hotline or the Online Mandated Reporting portal.

Section 2.2. Mandatory reporters who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person shall also report such belief to their supervisor.

Section 2.3. Any other school employee who is not a mandatory reporter shall report any suspect child abuse or neglect to their supervisor. If their supervisor is not a mandatory reporter, the employee shall report the suspected abuse or neglect to both their supervisor and a mandatory reporter.

SECTION 2.4. An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Children's Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.

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<sup>15</sup> § 210.115, RSMo.

## **Discipline Policy**

### **SECTION 1. Purpose**

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

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

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

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

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

### **SECTION 2. Enforcement**

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

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

All employees of the LEA shall annually receive instruction related to the specific contents of the LEA's discipline policy and any interpretations necessary to implement the provisions

of the policy in the course of their duties including, but not limited to, approved methods of dealing with acts of school violence, disciplining students with disabilities and instruction in the necessity and requirements for confidentiality.

### SECTION 3. Investigation Process

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

### SECTION 4. Definitions of Disciplinary Methods

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

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

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

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

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

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

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

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

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

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

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

**SECTION 4.6. Restrictions on School Activities.** Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, including graduation exercises, if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the Executive Director for permission for the student to participate in school-sponsored activities. If denied permission by the Executive Director, the parent or guardian may appeal to the school's Governing Board. The Board's decision shall be final.

## **SECTION 5. Offenses and Consequences**

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

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

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

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

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

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

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

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

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

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

**SECTION 5.4. Prohibited Conduct.** The Administrative Policies and Procedures Manual describes prohibited conduct as well as potential consequences for violation.



## **Volunteers and Chaperones Policy**

**SECTION 1.** Momentum Academy encourages participation of parents and citizens of the community to volunteer in the school in order to serve as additional resources to the teachers and students. Prior to serving as a volunteer, each individual who may have unsupervised contact with a child must complete an application for the position, have a satisfactory criminal records check, and have a satisfactory check of the child abuse/neglect records maintained by the Missouri Department of Social Services.

## **Weapons at School Policy**

**SECTION 1.** The presence of firearms and weapons poses a substantial risk of serious harm to School students, staff, and community members and is a violation of state law. Therefore, possession of firearms and weapons is prohibited on school premises at all times except for law enforcement officials.

**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, school bus, or onto the premises of any other activity sponsored or sanctioned by school officials. In addition, persons passing through School LEA property for purposes of dropping off or picking up a student do not violate this policy if they possess a lawful permitted weapon in the vehicle during this time.

## **Student Safety Policy**

In addition and pursuant to the Every Student Succeeds Act of 2015, student victims of a violent criminal offense that was committed on school premises may transfer to another school. To insure awareness of this policy, the parents of student victims will be notified in writing of the right to a school transfer.

For purposes of this policy, a victim is a student who has suffered personal injury or injuries to his or her property as a direct result of a violent criminal offense. This definition does not include bystanders or witnesses to the act unless they suffered personal or property injury as a direct result of a violent criminal offense while on school premises.

Momentum Academy will notify the Department of Elementary and Secondary Education (DESE) of all violent criminal offenses committed on school premises when the victim is a student or employee.

## **Seclusion, Restraint and Corporal Punishment Policy**

### **SECTION 1. General Policy Provisions**

**SECTION 1.1.** The use of chemical restraint, mechanical restraint, or prone restraint, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited in Momentum Academy schools.

**SECTION 1.2** The use of seclusion, as defined by Missouri Department of Education Rule 160-5-1-.35, is prohibited within Momentum Academy schools.

**SECTION 1.2.1** Seclusion does not include “time-out,” defined as a behavioral intervention in which the student is temporarily removed from the learning activity but in which the student is not confined.

**SECTION 1.2.2.** Seclusion does not include in-school suspension, detention, or a student-requested break in a different location in the classroom or in a separate unlocked room.

### **SECTION 2. Physical Restraint**

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

**SECTION 3.** The Administrative Policies and Procedures Manual spells out the approach to seclusion, restraint and corporal punishment.

## **Active Shooter Training and Drills Policy**

### **SECTION 1. Teacher and Employee Training**

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

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

### **SECTION 2. Simulated Active Shooter and Intruder Response**

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

- (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.** Momentum Academy schools shall foster an environment in which students feel comfortable sharing information they have regarding a potentially threatening or dangerous situation with a responsible adult.

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

### **SECTION 1. Kindergarten Eligibility Criteria**

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

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

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

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

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

### **SECTION 2. Kindergarten Admittance Policy**

Based on the foregoing, the Board of Momentum Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

## **McKinney Vento Student Policy**

Homelessness exists in our community. A combination of high housing costs and poverty causes many families to lose their housing. Many young people leave their homes due to abuse, neglect, and family conflict. Children and youth who have lost their housing live in a variety of places, including motels, shelters, shared residences, transitional housing programs, cars, campgrounds, and others. Their lack of permanent housing can lead to potentially serious physical, emotional, and mental consequences. Momentum Academy will ensure that all children and youth receive a free appropriate public education and are given meaningful opportunities to succeed in our schools. Momentum Academy will also follow the requirements of the McKinney-Vento Homeless Assistance Act.

It is the policy of our LEA to view children as individuals. Therefore, this policy will not refer to children as homeless; it will instead use the term children and youth in transition. Under federal law, children and youth in transition must have access to appropriate public education, including preschool, and be given a full opportunity to meet state and local academic achievement standards. They must be included in state- and district-wide assessments and accountability systems. Our schools will ensure that children and youth in transition are free from discrimination, segregation, and harassment.

Information regarding this policy will be distributed to all students upon enrollment and once during the school year, provided to students who seek to withdraw from school, and posted in every school in the district, as well as other places where children, youth, and families in transition receive services, including family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments, health departments, and other social service agencies.

The Director of Student Support Services shall function as the LEA Homeless Students in Transition Coordinator, working closely with the Dean of Students, who will serve as the Local Liaison at each campus to help support all students in transition. This team approach will help ensure that all students are identified and served at the school level, with direction and oversight from the LEA.

## **Local Educational Agency Title I.A Parental Involvement Policy and School Title I.A Parental Involvement Policy**

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

Because Momentum Academy receives funds under Title I, Part A, the Executive Director shall develop jointly with, agree upon with, and distribute to, parents and family members of participating children a written parent and family engagement policy that is incorporated into Momentum Academy's plan developed under section 1112, establishes the expectations and objectives for meaningful parent and family involvement, and describes the actions the local educational agency will take. These are spelled out in the Administrative Policies and Procedures Manual.



## **Migratory Child Procedure**

### Identification

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

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

Potential migratory students will be identified through a question on the school enrollment form. If it appears that a migratory student is enrolling, the school will notify the State Migrant, English Language Learner (MELL) Director and request assistance with the identification of the student. The EL Coordinator(s) are the local liaisons.

### Services

If a migratory student is identified by the MELL office, the school must:

- assess the educational, health, and social needs of the identified student and develop objectives to address those needs so that migratory children meet the same challenging State academic content standards and academic achievement standards that all children are expected to meet;
- Provide advocacy to allow children and families to gain access to health, nutrition and social services;
- Review existing programs and resources to determine which can help meet the needs of migratory children and assure that the children have access to them;
- provide professional development activities for teachers to improve the quality of education for migratory children; and,
- provide opportunities for participation of migratory parents in the educational activities of their children.

## **Strip Searches Policy<sup>16</sup>**

### **Section 1. Strip Searches**

**Section 1.1.** No employee or volunteer at the school shall perform a strip search of any student of the school.

**Section 1.2.** A student may be strip searched by or under the authority of a commissioned law enforcement officer.

**Section 1.3.** A student may be strip searched by a school employee only if a commissioned law enforcement officer is not immediately available and if the school employee reasonably believes that a student possesses a weapon, explosive, or substance that poses an imminent threat of physical harm to himself or herself or another person.

**Section 1.4.** If a student is strip searched by an employee of the school or a commissioned law enforcement officer, the school will attempt to notify the student's parent or guardian as soon as possible.

**Section 1.5.** For the purposes of this policy, strip search means the inspection of a person's anus or genitalia, including but not limited to inspections conducted visually, manually or by means of any physical instrument. A strip search shall not include the removal of clothing in order to investigate the potential abuse or neglect of a student; give medical attention to a student; provide health services to a student; or screen a student for medical conditions.

### **Section 2. Emblem, Insignia or Garment**

**Section 2.1.** No employee or volunteer in or board member of the school shall direct a student to remove an emblem, insignia, or garment, including a religious emblem, insignia, or garment, as long as such emblem, insignia, or garment is worn in a manner that does not promote disruptive behavior.

### **Section 3. Violation of Policy**

**Section 3.1.** Any employee of the school who violates Section 1 of this policy shall be immediately suspended without pay, pending an evidentiary hearing, when such employee is entitled by statute or contract to such hearing. If an employee is not entitled to such evidentiary hearing, the employee shall be suspended pending completion of due process or further disciplinary action.

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<sup>16</sup> § 167.166, RSMo.

## **Organ, Eye, and Tissue Donation Policy<sup>17</sup>**

### **Section 1. Presentation on Organ, Eye, and Tissue Donation**

**Section 1.1.** Any state or nationally recognized program or organization that provides unbiased information on organ, eye, and tissue donation that requests to present information on organ, eye, and tissue donation to the Board shall be allowed to give such presentation and shall be allotted no less than thirty minutes for the presentation.

**Section 1.2.** The Board shall consider the information presented and decide whether to present such information to students and parents in the school and the manner in which such information shall be presented.

### **Section 2. Student Instruction**

**Section 2.1.** No student shall be required to participate in any instruction relating to information about organ, eye, and tissue donation if the student has any sincerely held religious or emotional belief which is contrary to such instruction.

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<sup>17</sup> § 170.311, RSMo.

## School Admissions Policy

### SECTION 1. Momentum Academy shall enroll only:

- Students who reside in the district in which Momentum Academy operates
- Nonresident students eligible to attend a district's school under an urban voluntary transfer program;
- Nonresident students who transfer from an unaccredited district under section 167.895, RSMo, provided that the charter school is an approved charter school, as defined in section 167.895, RSMo, and subject to all other provisions of section 167.895.

Momentum Academy does not limit admission based on race, ethnicity, national origin, sexual orientation, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to students within a given age group or grade level.

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

SECTION 2. If capacity of Momentum Academy is insufficient to enroll all students who submit an application during the open enrollment period (established in March of each year), Momentum Academy will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission.

SECTION 2.1. Priority for enrollment will be given in the following order in accordance with the charter:

1. CURRENTLY ENROLLED STUDENTS
2. CHILDREN OF FACULTY AND STAFF **[If stated in the charter application]**: Children of full time faculty and full time instructional staff.
3. SIBLINGS **[If stated in the charter application]**: Siblings of students currently enrolled on the date of the lottery
4. OTHERS: All other eligible students

SECTION 3. Lottery.

SECTION 3.1. The lottery process shall be published in advance and articulated prior to commencement of the lottery.

SECTION 3.2 The lottery shall be observed and certified by a third party individual.

#### SECTION 4. Wait List.

SECTION 4.1. Lottery positions and waiting list positions will not be secured from year to year. Those offered the opportunity to enroll from the waiting list will have three days to complete the enrollment process before the opening will be offered to the next student on the waiting list.

SECTION 4.2. It is the responsibility of the parent or guardian of the wait listed student to provide updated contact information including a phone number and address, and an email if possible.

SECTION 4.3. Parents or guardians of wait listed students must also provide an emergency contact person in the event they cannot be reached regarding an opening. Failure to keep updated information throughout the school year resulting in an inability to notify the parent of an opening waives the student's placement on the waitlist.

SECTION 4.4. A school designee shall contact the next person on the wait list if a slot becomes available. Contact may be made by phone, and if available, by email. Every effort will be made to reach the individual in person; however, if this is not possible, a message will be left on the phone and/or email.

SECTION 4.5. The parents will be given 72 hours to contact Momentum Academy and make a decision to accept the opening. If contact or a decision is not made within this time frame, the next student on the wait list is extended the offer.

#### SECTION 6. Registration.

SECTION 6.1. Regardless of when mailed, all applications for Momentum Academy must be physically present in the administrative office of Momentum Academy located at 3630 Ohio Ave., St. Louis, MO 63118 on or before 3:00 p.m. on March 31st. In the event Momentum Academy is closed on March 31st, all applications must be received by 3:00 p.m. the Monday immediately following March 31st.

SECTION 6.2. All applications must be complete. Regardless of reason, failure to have a completed application package in the office of Momentum Academy by this deadline may constitute a waiver of inclusion in the lottery for the following school year.

SECTION 6.3. In order to complete the registration process the following must be received by Momentum Academy: completed enrollment application (including the release of records and all required supporting documentation (such as proof of residency, immunizations). Applications timely received but are incomplete due to circumstances beyond the control of the applicant may be included in the lottery at the discretion of the Executive Director or his/her designee with a right of appeal to the Governing Board.

**SECTION 6.4.** Momentum Academy **STRONGLY** encourages all applicants to **HAND** deliver their application to the administrative offices of Momentum Academy. Any applications not present in the Momentum Academy offices by the deadline will be deemed to have waived participation in the lottery regardless of reason.

**SECTION 6.5.** Momentum Academy's admission procedures will be published annually.

**SECTION 6.6.** A register of all complete applications, received in a timely manner, will be maintained in Momentum Academy's office for review by applicants. Applicants are required to assure their application is registered prior to the deadline.

## **Missouri Student Religious Liberties Act Policy**

### **Section 1. Anti-Discrimination**

**Section 1.1.** Momentum Academy shall not discriminate against any person on the basis of a religious viewpoint or religious expression.

**Section 1.1.** Momentum Academy shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner Momentum Academy treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

### **Section 2. Student Expression in Homework and Classroom Assignments**

**Section 2.1.** Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions.

**Section 2.2.** Homework and classroom assignments shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by Momentum Academy.

**Section 2.3.** Students shall not be penalized or rewarded on account of the religious content of their work. If an assignment requires a student's viewpoints to be expressed in course work, artwork or other written or oral assignments, Momentum Academy shall not penalize or reward a student on the basis of religious content or a religious viewpoint. In such an assignment, a student's academic work that expresses a religious viewpoint shall be evaluated based on ordinary academic standards of substance and relevance to the course curriculum or requirements of the course work or assignment.

### **Section 3. Student Prayer, Religious Activities, and Religious Expression**

**Section 3.1.** Students in Momentum Academy may pray or engage in religious activities or religious expression, before, during, and after the school day in the same manner and to the same extent that students may engage in nonreligious activities or expression, provided that such religious expression or religious activities are not disruptive of scheduled instructional time or other educational activities and do not impede access to school facilities or mobility on school premises.

**Section 3.2.** Students may organize prayer groups, religious clubs, or other religious gatherings before, during, and after school to the same extent that students are permitted to organize other noncurricular student activities and groups.

**Section 3.3.** Religious groups shall be given the same access to school facilities for assembling as is given to other noncurricular groups without discrimination based on the religious content of the student's expression.

Section 3.4. Religious groups shall be allowed to advertise or announce meetings in the same manner as student groups that meet for nonreligious activities.

Section. 3.5. Momentum Academy may only disclaim sponsorship of noncurricular groups and events in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

#### Section 4. Student Clothing, Accessories, and Jewelry

Section 4.1. Students at Momentum Academy may wear clothing, accessories, and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories, and jewelry that display messages or symbols are permitted.

#### Section 5. Construction

Section 5.1. This policy shall not be construed to:

- Require any person to participate in prayer or in any other religious activity
- Violate the constitutional rights of any person
- Prohibit Momentum Academy from maintaining order and discipline in a content and viewpoint neutral manner
- Prohibit Momentum Academy from protecting the safety of students, employees, and visitors of Momentum Academy
- Prohibit Momentum Academy from adopting and enforcing policies and procedures regarding student speech at school, provided that the policies and procedures do not violate the rights of students as guaranteed by law.



## **Interstate Compact on Educational Opportunity for Military Children Policy**

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

### **Section 1. Definitions**

- A. **Active Duty:** full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
- B. **Deployment:** the period one (1) month prior to the service members' departure from their home station on military orders through six (6) months after return to their home station.
- C. **Education(al) records:** those official records, files, and data related to a student and maintained by the school or local education agency including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocol and individualized education programs.
- D. **Extracurricular activities:** a voluntary activity sponsored by the school or local education agency or an organization sanctioned by the local educational agency. Extracurricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
- E. **Military installation:** a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. Territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
- F. **Receiving state:** the state to which a child of a military family is sent, brought, or caused to be sent or brought.
- G. **Sending state:** the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- H. **Transition:** 1) the formal and physical process of transferring from school to school or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.

### **Section 2. Applicability**

Section 2.1. This policy applies to the children of: (1) active duty members of the uniformed services, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211; (2) members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and (3) members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.

Section 2.2. This policy shall not apply to children of: (1) inactive members of the National Guard and military reserves; (2) members of the uniformed services now retired, except as provided for in Section 2.1; (3) veterans of the uniformed services, except as provided for in Section 2.1; and (4) other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

### **Section 3. Student Eligibility and Enrollment**

Section 3.1. Upon receipt of the unofficial education records by Momentum Academy, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.

Section 3.2. Simultaneous with enrollment and conditional placement of student, Momentum Academy shall request the student's official education record from the school in the sending state. If Momentum Academy is the school in the sending state, Momentum Academy will process any such request and furnish the official education records to the school in the receiving state within ten (10) days.

Section 3.2. A special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

Section 3.3. Momentum Academy is prohibited from charging tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

Section 3.4. A transitioning military child shall have thirty (30) days from the date of enrollment to obtain any required immunization(s).

Section 3.5. A transitioning military child, placed in the care of a non-custodial parent or other person standing in local parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend Momentum Academy if he/she was enrolled while residing with the custodial parent.

Section 3.6. Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) in the sending state at the time of transition, regardless of age. A student who has satisfactorily completed the prerequisite grade level in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state,

regardless of age. A student transferring after the state of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.

Section 3.7. Momentum Academy shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

#### **Section 4. Placement and Attendance**

Section 4.1. When the student transfers before or during the school year, Momentum Academy shall initially honor placement of the student in educational courses on the student's enrollment in the sending state school and/or educational assessment conducted at the school in the sending state if the courses are offered. Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude Momentum Academy from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

Section 4.2. Momentum Academy shall initially honor placement of the student in educational programs based on current educational assessment conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs, and 2) English as a second language (ESL). This does not preclude Momentum Academy from performing subsequent evaluations to ensure appropriate placement of the student.

Section 4.3. Momentum Academy shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP). Momentum Academy shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities to provide such students with equal access to education. This does not preclude Momentum Academy from performing subsequent evaluations to ensure appropriate placement of the student. Nothing in this section exempts Momentum Academy from the requirements of federal and state law.

Section 4.4. Momentum Academy may waive course/programs prerequisites, or other preconditions for placement in courses/programs.

Section 4.5. A student whose parent or legal guardian is an active duty member of the uniformed services, as defined in this policy, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of Momentum Academy to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.

#### **Section 5. Graduation**

Section 5.1. Momentum Academy shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another local education agency, or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, Momentum Academy shall provide an alternative means of acquiring coursework so that graduation may occur on time.

## **Get the Lead Out of School Drinking Water Act Policy**

1. Beginning in the 2023-2024 school year and every subsequent school year, Momentum Academy shall provide drinking water with a lead concentration level below five parts per billion in sufficient amounts to meet the drinking water needs of all students and staff.
2. On or before January 1, 2024, Momentum Academy shall:
  - a. Conduct an inventory of all drinking water outlets and all outlets that are used for dispensing water for cooking or cleaning cooking and eating utensils;
  - b. Develop a plan for testing every water outlet inventoried under paragraph (a) above and make such plan available to the public; and
  - c. Provide general information on the health effects of lead contamination and additional informational resources for employees and parents if information is requested.
3. Before August 1, 2024, or the first day on which students will be present, Momentum Academy shall:
  - a. Conduct testing for lead by first-draw and follow-up flush samples of a random sampling of at least twenty-five percent of remediated drinking water outlets until all remediated sources have been tested as recommended by the 2018 version of the United States Environmental Protection Agency's Training, Testing, and Taking Action program. Such testing shall be conducted and results analyzed by an entity approved by the Department of Health and Senior Services;
  - b. Make all test results and any lead remediation plans available on the school's website within two weeks after receiving test results; and
  - c. Remove and replace any drinking water coolers or drinking water outlets that the United States Environmental Protection Agency has determined are not lead-free under the federal Lead Contamination Act of 1988, as amended. Momentum Academy is not required to replace drinking water outlets or water coolers that tested under the testing requirements in the United States Environmental Protection Agency's Training, Testing, and Taking Action program and have been determined to be dispensing drinking water with a lead concentration less than five parts per billion.
4. If testing indicates the water source is causing the contamination and until such time remediation is complete, the School shall:
  - a. Install a filter at each point at which the water supply enters Momentum Academy;

- b. Install a filter that reduces lead in drinking water on each water outlet inventoried in Section 2(a) above to ensure lead concentrations are below five parts per billion; or
    - c. Provide purified water at each water outlet inventories in Section 2(a) above.
5. If testing indicates that the internal building piping is causing the contamination and until such time remediation is complete, Momentum Academy shall:
  - a. Install a filter at each point at which the water supply enters Momentum Academy; or
  - b. Install a filter that reduces lead in drinking water on each water outlet inventoried in Section 2(a) above to ensure lead concentrations are below five parts per billion.
6. Any pipe, solder, fitting, or fixture replaced as part of remediation shall be lead free, as such term is defined in 40 CFR 143.12, as amended.
7. If test results show lead concentration that exceeds five parts per billion, Momentum Academy shall provide written notification to staff within seven business days of receiving such test result. The written notification shall include:
  - a. The test results and a summary that explains the results;
  - b. A description of remedial steps taken; and
  - c. A description of general health effects of lead contamination and community specific resources.
8. If test results show lead concentration that exceeds five parts per billion, Momentum Academy shall also provide bottled water if there is not enough water to meet the drinking water needs of students, teachers, and staff.
9. Momentum Academy shall test for lead annually, however, if Momentum Academy tests and does not find a drinking water source with a lead concentration above 5 parts per billion, Momentum Academy is only required to test every five years.

## **Community Engagement Policy**

1. Momentum Academy shall adopt a community engagement policy that provides residents of the district with methods of communicating with the Board of Momentum Academy and Momentum Academy's administration.
2. Momentum Academy's community engagement policy shall include a process for allowing any resident of the district to place an item on the agenda of the Board meeting. Such process shall include the following:
  - a. No item shall be placed on a meeting agenda pursuant to the established process unless the item is directly related to the governance or operation of Momentum Academy;
  - b. Momentum Academy may require a resident to meet with the Executive Director in order to resolve the issue. Such meeting shall take place within twenty business days of receiving written request to meet. After such meeting or if the meeting did not take place within twenty business days, the resident may request to have the item placed on the Board's meeting agenda. If the Board receives the request to place the item on the agenda at least five business days prior to the next regularly scheduled meeting, the issue shall be placed as an item on the agenda for such meeting. If the request is received less than five business days before the next regularly scheduled meeting, the agenda item may be placed as an item on the next subsequent regularly scheduled meeting. The item may be moved to a different meeting with consent of the resident.
  - c. The Board may refuse to hear or delay hearing an agenda item if the Board has heard an identical or substantially similar issue in the previous three calendar months or if the resident has previously violated Board rules regarding conduct at meetings or on school property.
  - d. The Board may delay hearing an agenda item if more than three resident-initiated agenda items are scheduled for the same board meeting. If the hearing of a resident's agenda item is delayed, the Board shall provide the resident with an alternate method of communicating to the school board or governing board regarding the agenda item.
3. Momentum Academy shall adopt a community engagement policy no later than July 1, 2023.

## **Parental Notification Policy**

1. Any time Momentum Academy is determined to be in the bottom five percent of scores on the annual performance report, the School shall mail a letter to the parents and guardians of each student in Momentum Academy.
2. Such letter shall include:
  - a. That Momentum Academy has been determined to be in the bottom five percent of scores on the annual performance report; and
  - b. What options are available to such students as a result of Momentum Academy's current status.



## **Annual Performance Report Information Policy**

1. Momentum Academy shall display the following information on its website:
  - a. Momentum Academy's annual performance rating and ranking percentage;  
and
  - b. A list of the bottom five percent of scores for all schools and all local educational agencies.

## Will's Law Policy

### 1. Definitions

- a. "Individualized emergency health care plan" means a document developed by the Momentum Academy Nurse, in consultation with a student's parent and other appropriate medical professionals, that is consistent with the recommendations of the student's health care providers, that describes procedural guidelines that provide specific directions about what to do in a particular emergency situations, and that is signed by the parent or guardian and the Momentum Academy Nurse, or the Executive Director or the Executive Director's designee in the absence of the Momentum Academy Nurse.
  - b. "Individualized health care plan" means a document developed by a school nurse, in consultations with a student's parent and other appropriate medical professionals who may be providing epilepsy or seizure disorder care to the student, that is consistent with the recommendations of the student's health care providers, that describes the health services needed by a student at school, and that is signed by the parent or guardian and the Momentum Academy Nurse or the Executive Director or the Executive Director's designee in the absence of the Momentum Academy Nurse.
2. If any parent of a student of Momentum Academy seeks epilepsy or seizure disorder care, the Momentum Academy Nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student.
  3. The parent of the student shall annually provide the school written authorization for the provision of epilepsy or seizure disorder care as described in the individualized plans.
  4. The Momentum Academy Nurse shall update each student's individualized plan before the beginning of each school year and as necessary if there is a change in the health status of the student.
  5. Each individualized health care plan shall, and each individualized emergency health care plan may include, but not be limited to the following:
    - a. A notice about the student's condition for all school employees who interact with the student;
    - b. Written orders from the student's physician or advanced practice nurse describing the epilepsy or seizure disorder care;
    - c. The symptoms of the epilepsy or seizure disorder for that particular student and recommended care;

- d. Whether the student may fully participate in exercise and sports, and any contraindications to exercise or accommodations that shall be made for that particular student;
  - e. Accommodations for school trips, after-school activities, class parties, and other school-related activities;
  - f. Information for such school employees about how to recognize and provide care for epilepsy and seizure disorders, epilepsy and seizure disorder first aid training, when to call for assistance, emergency contact information, and parent contact information;
  - g. Medical and treatment issues that may affect the educational process of the student;
  - h. The student's ability to manage, and the student's level of understanding of, the student's epilepsy or seizure disorder; and
  - i. How to maintain communication with the student, the student's parent and health care team, the school nurse or the school administrator or school administrator's designee in the absence of the school nurse, and the school employees.
6. The Momentum Academy Nurse or Executive Director or the Executive Director's designee in the absence of the Momentum Academy Nurse shall obtain a release from the student's parent or guardian to authorize the sharing of medical information between the student's physician or advance practice nurse and other health care providers. Such release shall also authorize the Momentum Academy Nurse, Executive Director or the Executive Director's designee in the absence of the Momentum Academy Nurse to share medical information with other school employees as necessary.
7. The Momentum Academy Nurse shall coordinate the provision of epilepsy and seizure disorder care at Momentum Academy.
8. The Momentum Academy Nurse shall provide mandatory training every two years to all school employees in the care of students with epilepsy and seizure disorders. Such training shall include, but not be limited to:
- a. Momentum Academy employees working with school-sponsored programs outside of the regular school day, as provided in any student's individualized plan; and
  - b. An online or in-person course of instruction approved by the Department of Health and Senior Services.

# **SECTION 5: EDUCATIONAL INSTRUCTION**

**Course Requirements – Constitution, American History, Missouri Government, Civics  
Policy<sup>18</sup>**

1. Seventh and eighth grade curriculum shall include regular courses of instruction in the Constitution of the United States and of the state of Missouri and in American history and institutions. These courses shall begin no later than the seventh grade and continue in high school to an extent determined by the state commissioner of education.
2. All American history courses at the School shall include in their proper time-line sequence specific referrals to the details and events of the racial equality movement that have caused major changes in United States and Missouri laws and attitudes.
3. No pupil shall receive a certificate of graduation unless he has satisfactorily passed an examination on the provisions and principles of the Constitution of the United States and of the state of Missouri, and in American history and American institutions, and American civics.

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<sup>18</sup> § 170.011, RSMo.

## **Reading Instruction Policy<sup>19</sup>**

Momentum Academy shall have reading programs in kindergarten through grade three based in scientific research. Such programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension, and all new teachers who teach reading in kindergarten through grade three shall receive adequate training in these areas.

The program may include “explicit systematic phonics”, which, for the purposes of this section, shall mean the methodology of pronouncing and reading words by learning the phonetic sound association of individual letters, letter groups, and syllables, and the principles governing these associations.

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<sup>19</sup> § 170.014, RSMo.

## Human Sexuality And Sexually Transmitted Diseases Instruction Policy<sup>20</sup>

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

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<sup>20</sup> § 170.015, RSMo.

enforcement, the Federal Bureau of Investigation, or the National Center for Missing & Exploited Children's CyberTipline;

(8) Teach pupils about the consequences, both personal and legal, of inappropriate text messaging, even among friends;

(9) Teach pupils about sexual harassment, sexual violence, and consent:

(a) "Consent" means a freely given agreement to the conduct at issue by a competent person. An expression of lack of consent through words or conduct means there is no consent. Lack of verbal or physical resistance or submission resulting from the use of force, threat of force, or placing another person in fear does not constitute consent. A current or previous dating or social or sexual relationship by itself or the manner of dress of the person involved with the accused in the conduct at issue shall not constitute consent;

(b) "Sexual Harassment" means uninvited and unwelcome verbal or physical behavior of a sexual nature especially by a person in authority toward a subordinate;

(c) "Sexual Violence" means causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without that person's consent.

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

SECTION 3. Momentum Academy shall notify the parent or legal guardian of each student enrolled in the school of:

(1) The basic content of the district's or school's human sexuality instruction to be provided to the student; and

(2) The parent's right to remove the student from any part of the district's or school's human sexuality instruction.

(3) All curriculum materials used in the human sexuality instruction shall be available for public inspection pursuant to chapter 610 prior to the use of such materials in actual instruction.

(4) Momentum Academy will not provide abortion services, or permit a person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students if such person or entity is a provider of abortion services.



## **Instruction and Services for Students with Disabilities Policy**

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

Momentum Academy will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, sections 162.670-.995, RSMo., and Missouri's State Plan for Part B.

Momentum Academy does not have a general curriculum for students with disabilities. Instead, it is the policy of the LEA to develop an individualized educational program (IEP) for each public school student with a disability who needs special educational services pursuant to the Individuals with Disabilities Education Act (IDEA) and an accommodation plan for students who are qualified only pursuant to Section 504 of the Rehabilitation Act. Each IEP is designed to meet the unique needs of the student and to offer a free appropriate public education. In addition, the School's IEPs will address the extent to which each student's disability affects his/her ability to access the School's general curriculum and what modifications, accommodations, and supplementary aids and services, if appropriate, are necessary to provide for such access. Each public school student with a disability will be educated to the maximum extent appropriate with children who are non-disabled. However, students with disabilities may be assigned to special classes, separate schooling or removed from the regular educational environment when the nature or severity of the student's disability is such that education in the regular educational environment with the use of supplementary aids and services cannot be achieved satisfactorily.

Momentum Academy will provide special education and/or other services to students with disabilities in accordance with applicable law, including the IDEA, and its amendments, Section 504 of Rehabilitation Act of 1973, 162.670-.995, RSMo., and Missouri's State Plan for Part B.

If a student has had his/her curriculum substantially altered or modified pursuant to an IEP, 504 Plan, and/or in connection with a plan of homebound instruction so that the academic requirements (including but not limited to the requirements for achieving a specific letter or numerical grade) for one or more courses have been significantly reduced as compared to the regular course or courses, the IEP team or 504 team (or in the case of a student receiving homebound instruction who is not covered by an IEP or 504 Plan), the Executive Director, Academic Dean, and classroom teacher(s) for such course(s) shall determine whether the student shall be included in the computation of class rank. Students who are not included in the class ranking shall still receive a cumulative grade point average (G.P.A.) and shall be eligible for the honor roll.



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

**SECTION 1.** At-risk students are those whose educational outcomes are in jeopardy because they are experiencing academic deficits, have become disaffected with school and learning, or impacted by other factors which impede education and social development.

**SECTION 2.** Momentum Academy shall meet all federal and state requirements for identifying and providing services to educationally at-risk students, including, for a school that offers high school education, the implementation of a measurable system for identifying students in their ninth grade year, or students who transfer into the school subsequent to their ninth grade year, who are at risk of not being ready for college-level work or for entry-level career positions.

**SECTION 3.** Academic and career counseling shall take place prior to graduation so that the school may attempt to provide sufficient opportunities to the student to graduate college-ready or career-ready and on time.

**SECTION 4.** The requirements in this Appendix may be waived for any student with a disability if recommended by the student's IEP committee.

## **Dyslexia Screening Policy**

**SECTION 1.** Momentum Academy shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines.

**SECTION 2.** The Governing Board of Momentum Academy shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

**SECTION 3.** Momentum Academy shall offer all of its teachers two hours of training on dyslexia and related disorders. The school may seek assistance from the Department of Elementary and Secondary Education in developing and providing such training. Completion of such training shall count as two contact hours of professional development.

## English Language Learners (ELL) Policy

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

### Definitions:

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

- (A) who is aged 3 through 21;
- (B) who is enrolled or preparing to enroll in an elementary school or secondary school;
- (C) (i) who was not born in the United States or whose native language is a language other than English;
  - (ii) (I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and
  - (II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
  - (iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
- (D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual —
  - (i) the ability to meet the State's proficient level of achievement on State assessments described in section 1111(b)(3);
  - (ii) the ability to successfully achieve in classrooms where the language of instruction is English; or
  - (iii) the opportunity to participate fully in society.

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

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

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

- (1) who has moved from one school district to another
- (2) who has moved from one administrative area to another in a state that is comprised of a single school district

(3) who resides in a school district of more than 15,000 square miles and who migrates a distance of 20 miles or more to a temporary residence in order to engage in fishing activities.

The LEA's coordinator for ELL programs is the EL Program Coordinator(s).

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

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

*Do you use a language other than English?*

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

The Learning Support Compliance Manager will develop procedures to ensure that all new and currently enrolled students complete the home language survey or an annual enrollment form, as applicable.

- (2) Assess for English proficiency any student who indicates the use of a language other than English, using a DESE-approved assessment instrument.
- (3) Determine the appropriate instructional environment for ELL students.

*LEAs are responsible for providing an English language instruction educational program that increases the English proficiency and academic performance of all ELL students. The curriculum used must be tied to scientifically based research on teaching ELL students and must have demonstrated effectiveness.*

- (4) Annually assess the English proficiency of ELL students and monitor the progress of students receiving English for Speakers of Other Languages (ESOL) or bilingual instruction in order to determine their readiness for classrooms not tailored to ELL students.
- (5) Provide parents with notice of and information regarding the English language instruction educational program as required by law. To the extent practicable, the notice and information should be in a language that the parent can understand. Parental involvement will be encouraged and parents will be regularly apprised of their child's progress.

## **Missouri Course Access and Virtual School Program Policy**

### **Section 1. Course Access and Virtual School Enrollment**

As required by Missouri statute, any student under the age of twenty-one in grades kindergarten through twelve shall be allowed to enroll in Missouri course access and virtual school program courses of his or her choice as part of the student's annual course load each year or a full-time virtual school option.

### **Section 2. Costs**

Momentum Academy shall pay the costs associated with the course or courses if:

The student is enrolled full-time in and has attended, for at least one semester immediately prior to enrolling in the Missouri course access and virtual school program, a public school except if the student has a documented medical or psychological diagnosis or condition that prevented the student from attending a school in the community the previous semester; and

Momentum Academy approves the student's enrollment in a Missouri course access and virtual school program course or courses. If the school disapproves the student's enrollment, the school shall provide the reason in writing and it shall be for "good cause." "Good cause" is a determination that doing so is not in the best educational interest of the student and shall be consistent with the determination that would be made for such course requested under the process by which a student would enroll in a similar course offered by the school, except that the determination may consider the suitability of virtual courses for the student based on prior participation in virtual courses by the student. An appeal shall be considered under a policy that is substantially similar to the typical process by which appeals would be considered for a student seeking to enroll in courses offered by the school seeking to enroll in courses offered by the school.

### **Section 3. Notice of Right to Participate**

The school shall inform parents of their child's right to participate in the Missouri course access and virtual school program. There shall be information available in the parent handbook, registration documents and on the school's website.

### **Section 4. Payment to Content Provider**

The school shall pay the content provider directly on a pro rata monthly basis based on the student's completion of assignments and assessments. The school shall not pay more than the market necessary costs but in no case shall pay more than fourteen percent of the state adequacy target as defined in RSMo 163.011, as calculated at the end of the most recent school year for any single, year-long course and nor more than seven percent of the state adequacy target for any single semester equivalent course.

### **Section 5. Transfer Students**

Pursuant to rules to be promulgated by the department of elementary and secondary education, the school shall allow the following:

If a student transfers into the school while enrolled in a Missouri course access and virtual school program course or full time virtual school, the student shall continue to be enrolled in such course or school.

When a student transfers into the school, credits previously gained through successful passage of approved courses under the Missouri course access and virtual school program shall be accepted by the school.

#### Section 6. Monitoring Student Progress

Momentum Academy shall monitor student progress and success, and take into account the department of elementary and secondary education's and provider's recommendations regarding a student's enrollment in the program. Momentum Academy may terminate or alter the course offering if it is found the course or full-time virtual school is not meeting the educational needs of the students enrolled in the course.

Momentum Academy shall monitor student progress and success, and course or full-time virtual school quality, and annually provide feedback to the department of elementary and secondary education regarding course quality.



## Braille Instruction Policy

### Section 1. Definitions

- "Accessible assistive technology device", an assistive technology device, as defined in 20 U.S.C. Section 1401, as amended, that provides blind or visually impaired students the benefits of an educational program in an equally effective and integrated manner as that provided to nondisabled students;
- "Adequate instruction", the quality teaching of blind or visually impaired students, as it pertains to general education and necessary blindness skills, in alignment with the U.S. Department of Education's definition of free appropriate public education, as defined in 20 U.S.C. Section 1401, as amended;
- "Blind or visually impaired student": A child who: (i) Has an individualized education program (IEP) or an individualized family service plan (IFSP), as such terms are defined in 20 U.S.C. Section 1401, as amended, or a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended; and (ii) Is identified as having the disability of visual impairment (including blindness) within the definition of child with a disability in 20 U.S.C. Section 1401, as amended; OR An individual who is deaf-blind under the federal Individuals with Disabilities Education Act (IDEA), as amended, or other federal law;
- "Braille", the system of reading and writing through touch;
- "Expanded core curriculum", a disability-specific curriculum that compensates for vision loss, is foundational to all other learning, and that covers the nine essential areas of compensatory access, sensory efficiency, assistive technology, orientation and mobility, social interaction, recreation and leisure, independent living, self-determination, and career education;
- "Grade level instruction", instruction that aligns with state-designated content standards and curricula for students of the same age or level of maturity, based on the development of intellectual, emotional, physical, and behavioral capacity that is typical for the student's age or age group;
- "Local educational agency" or "LEA", the same definition as in 20 U.S.C. Section 1401, as amended;
- "Nonvisual access", the ability of a blind or visually impaired student to use all functions of a device, without using the student's vision, in an equally effective, equally integrated manner and with equivalent ease of use as the student's sighted peers;
- "Nonvisual skills", skills that are taught in such a way that the student does not need to use any vision;

- "State educational agency", the same definition as in 20 U.S.C. Section 1401, as amended;
- "Technology-mediated learning environments and methods", the settings in which electronic and information technology including, but not limited to, the following is used:
  - Computer-based applications and simulations;
  - Personal and mobile computing devices such as smartphones or tablets;
  - Web-based platforms;
  - Online or distance-learning programs;
  - Video games; and
  - Exhibits or installations that feature digital media, wearable technology, or other tools that support participants' engagement with new knowledge, skills, or practices
- "U.S. Access Board", the independent federal agency created in 1973 that promotes equality for people with disabilities through leadership in accessible design and the development of accessibility guidelines and standards.

## Section 2. Braille Instruction

1. Each blind or visually impaired student shall receive instruction in Braille reading and writing as part of such student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media including, but not limited to, an evaluation of the student's needs for instruction in Braille or the use of Braille, that instruction in Braille or the use of Braille is not appropriate. No blind or visually impaired student shall be denied instruction in Braille reading and writing solely because the student has some vision. During the evaluation and IEP process, consideration shall be given regarding appropriate Braille instruction based on a potential vision loss due to a degenerative medical diagnosis.

2. In conjunction with the U.S. Department of Education's Braille presumption requirement in the federal Individuals with Disabilities Education Act (IDEA), as amended, instruction in Braille reading and writing shall be sufficient to enable each blind or visually impaired student to communicate effectively and efficiently at a level commensurate with the student's same age and with the student's nondisabled peers of comparable intellectual ability. The blind or visually impaired student's individualized education program (IEP) or individualized family support plan (IFSP) shall specify:

a. The results obtained from an evaluation of the blind or visually impaired student's reading and writing skills, needs, and appropriate reading and writing media including, but not limited to, an evaluation of the blind or visually impaired student's needs for instruction in Braille or the use of Braille including, but not limited to, consideration regarding appropriate Braille instruction based on a potential vision loss due to a degenerative medical diagnosis;

b. How Braille will be implemented, if needed as determined by the IEP team, as a primary mode for learning through integration with other classroom activities;

c. The length of the period of instruction and the frequency and duration of each instructional session as determined by the IEP team, which shall, as closely as appropriate based on individual needs, be identical to the level of instruction provided to nondisabled peers; and

d. The level of competency in Braille reading and writing to be achieved by the end of the period.

3. Use, and provision, of Braille materials for reading and writing shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

4. In conjunction with academic achievement and functional performance requirements of 34 CFR 300.320(a)(2)(i), as amended, instruction in expanded core curriculum shall be provided to blind or visually impaired students to support progress in the general education curriculum.

### Section 3. Instruction In Assistive Technology

1. Each blind or visually impaired student shall receive instruction in assistive technology as part of the student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of a student's needs, that instruction in assistive technology is not appropriate. No student shall be denied instruction in assistive technology solely because the student has some vision.

2. In conjunction with accessible assistive technology requirements of the federal Individuals with Disabilities Education Act (IDEA) in 20 U.S.C. Section 1412(a)(12)(B)(i), as amended, the blind or visually impaired student shall receive grade-level instruction that will equip the blind or visually impaired student with the appropriate technology-mediated learning environments and methods to perform on the same level of proficiency expected of peers of comparable intellectual ability and grade level. The blind or visually impaired student's IEP or IFSP shall specify:

a. The results obtained from an assessment of the blind or visually impaired student's skills, needs, and appropriate accessible assistive technology including, but not limited to, an evaluation of the future needs for accessible assistive technology training or the use of accessible assistive technology;

- b. How accessible assistive technology will be implemented as a primary mode for learning through integration with other classroom activities;
  - c. The frequency and duration of each instructional session;
  - d. The level of mastery of the accessible assistive technology specified by the blind or visually impaired student's assessment to be achieved by the end of the period; and
  - e. Acknowledgment that either:
    - i. The blind or visually impaired student may transport the accessible assistive technology to and from school without the need for payment, family assumption of liability for loss or damage, or any other cost to the blind or visually impaired student or the family; or
    - ii. If the accessible assistive technology remains at school, the LEA will provide duplicate accessible assistive technology in the blind or visually impaired student's home without requiring payment, family assumption of liability for loss or damage, or any other cost to the blind or visually impaired student or the family.
3. Use, and provision, of accessible assistive technology shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### Section 4. Instruction in Orientation and Mobility

1. Each blind or visually impaired student shall receive instruction in orientation and mobility as part of the student's individualized education program (IEP) or individualized family support plan (IFSP) unless the IEP or IFSP team determines, after an evaluation of a student's needs, that instruction in orientation and mobility is not appropriate. No student shall be denied instruction in orientation and mobility solely because the student has some vision.
2. In conjunction with orientation and mobility services requirements of 34 CFR 300.34(c)(7), as amended, blind or visually impaired students shall receive orientation and mobility instruction to equip each blind or visually impaired student with the age-appropriate tools, techniques, and nonvisual skills to navigate in and around the student's home, schools, communities, and other environments as applicable, and as expected of peers of comparable intellectual ability and grade level. The blind or visually impaired student's IEP or IFSP shall specify:
- a. The results obtained from an evaluation of the blind or visually impaired student's orientation and mobility needs including, but not limited to, an evaluation of the blind or visually impaired student's future needs for instruction in orientation and mobility;
  - b. How orientation and mobility will be integrated into the home, school, and community;

- c. The date on which orientation and mobility instruction will commence;
  - d. The frequency and duration of each instructional session; and
  - e. The level of mastery of orientation and mobility skills to be achieved by the end of the period.
3. Orientation and mobility equipment, accommodations, and modifications shall be addressed in 504 plans for blind or visually impaired students created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
4. An orientation and mobility evaluation shall be conducted by a person who is appropriately certified by the National Blindness Professional Certification Board (NBPCB) with a National Orientation and Mobility Certification (NOMC), or through the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) as a Certified Orientation and Mobility Specialist (COMS), or who holds a nationally recognized certification related to orientation and mobility.
5. The orientation and mobility evaluations described in subdivision (4) of this subsection shall occur in familiar and unfamiliar environments, during the daytime and nighttime, and around the home, school, and community as determined age appropriate by the blind or visually impaired student's IEP or IFSP.

## **Physiology Textbook Policy<sup>21</sup>**

### **Section 1. Physiology Textbook**

**Section 1.1.** The school shall use a physiology textbook that contains at one or more chapters on dental hygiene.

**Section 1.2.** The chapter(s) on dental hygiene shall convey the proper knowledge to students on the care, function, and relation of the teeth to the general health.

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<sup>21</sup> § 170.031 RSMo.



### **Reading Success Plan Policy**

1. Momentum Academy shall adopt and have on file a policy for reading success plans.
2. Momentum Academy shall provide all parents and guardians, including students who have a substantial deficiency in reading, with suggestions for regular parent-guided home reading.



## **Reading Instruction Act Policy**

1. “Evidence-based reading instruction” includes practices that have been proven effective through evaluation of the outcomes for large numbers of students and are highly likely to be effective in improving reading if implemented with fidelity.
2. Momentum Academy shall establish reading programs for kindergarten through grade five based in scientific research.
3. Such reading programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension.
4. All new teachers who teach reading in kindergarten through grade five shall receive training in the areas required under the evidence based reading instruction program.

## **Reading Assessment Policy**

1. Momentum Academy shall assess all students enrolled in kindergarten through grade three at the beginning and end of each school year for their level of reading or reading readiness on state-approved reading assessments. Momentum Academy shall also assess any newly enrolled student in grades one through five.
2. At the beginning of the school year, Momentum Academy shall provide a reading success plan to any student who:
  - a. Exhibits a substantial deficiency in reading which creates a barrier to the child's progress learning to read. The identification of such deficiency may be based upon the most recent assessments or teacher observation; or
  - b. Has been identified as being at risk of dyslexia in the statewide dyslexia screening or has a formal diagnosis of dyslexia.
3. Momentum Academy shall provide annual written notification to the parent or guardian of any student in kindergarten through grade three who exhibits a substantial deficiency of the following:
  - a. That the student has been identified as having a substantial deficiency in reading;
  - b. A description of the services currently provided to the child; and
  - c. A description of the proposed supplemental instructional services and supports that Momentum Academy will provide the student that are designed to remediate the identified area of reading deficiency. For any student who is identified as being at risk for dyslexia or has diagnosis of dyslexia, Momentum Academy shall provide an explanation that the instruction that will be used to teach the child reading will be explicit, systematic, and diagnostic, and based on phonological awareness, phonics, fluency, vocabulary, comprehension, morphology, syntax, and semantics.
4. As applicable, Momentum Academy shall notify the parent or guardian of each student who exhibits a substantial deficiency in reading of the opportunity to attend the summer reading program.
5. If a student has a substantial reading deficiency at the end of third grade, Momentum Academy shall convene a meeting with the appropriate staff and the student's parent or guardian to discuss whether the student should be retained in grade level. This decision shall be based on all relevant factors including:
  - a. The reading deficiency;
  - b. The student's progress in other subject areas; and
  - c. The student's overall intellectual, physical, emotional, and social development

6. If a student is retained at the end of grade three, a specific plan of action shall be formulated to remedy the student's reading deficiency.
7. The reading success plan shall be provided as appropriate according to student need, free of charge, to remediate the identified areas of reading deficiency, including scientific, evidence-based reading instruction and other strategies. Such strategies may include, but are not limited to:
  - i. Small group or individual instruction;
  - ii. Reduced teacher-student ratios;
  - iii. More frequent progress monitoring;
  - iv. Tutoring or mentoring;
  - v. Extended school day, week, or year; and
  - vi. Summer reading programs.
8. For any student with a formal diagnosis of dyslexia or for a student who was found to be at risk of dyslexia in the statewide dyslexia screening, Momentum Academy shall provide evidence-based reading instruction that addresses phonology, sound-symbol association, syllable instruction, morphology, syntax, and semantics provided through systematic, cumulative, explicit, and diagnostic methods.
9. No less than four times a year, Momentum Academy shall notify the parent or guardian of academic or other progress being made by the student. This notification shall include any other information the School wishes to provide the parent or guardian.
10. Momentum Academy shall provide all parents and guardians with a plan that includes suggestions for regular parent or guardian-guided home reading.
11. Momentum Academy shall provide intensive reading instruction to each kindergarten through grade five student who is assessed as exhibiting a substantial deficiency in reading. Such instruction shall also comply with the following criteria:
  - a. The assessment shall measure phonemic awareness, phonics, fluency, vocabulary, and comprehension;
  - b. Be provided during regular school hours;
  - c. Provide a reading curriculum that meets the following requirements and specifications:
    - i. Assists students assessed as exhibiting a substantial deficiency in reading to develop the skills to read at grade level;

- ii. Provides skill development in phonemic awareness, phonics, fluency, vocabulary, and comprehension;
- iii. Includes a scientifically based and reliable assessment;
- iv. Provides initial and ongoing analysis of each student's reading progress; and
- v. Provides a curriculum in core academic subjects to assist the student in maintaining or meeting proficiency levels for the appropriate grade in all academic subjects.

12. Momentum Academy will provide a report to the Department of Elementary and Secondary Education regarding specific intensive reading interventions and supports Momentum Academy implemented as well as the reading assessment data collected for grades kindergarten through five.