Hogan Preparatory Academy Policies

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STATUTORY CROSSWALK

SECTION 1: BOARD GOVERNANCE

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

SECTION 2: BOARD FINANCE

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

SECTION 3: HUMAN RESOURCES

Wage and Hour Requirements	Federal Fair Labor Standards Act
Child Labor	Chapter 294, RSMo; Fair Labor Standards Act
Workers Compensation	Chapter 287, RSMo
Fair Credit Reporting Act	Federal Fair Credit Reporting Act
Family and Medical Leave Act	Federal Family and Medical Leave Act
Equal Employment Opportunity Policy	Missouri Human Rights Act (Chapter 213, RSMo); Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act; Age Discrimination in Employment Act; Rehabilitation Act of 1973; Equal Pay Act and § § 291.400-460, RSMo; Pregnancy Discrimination Act
Harassment Policy	Missouri Human Rights Act (Chapter 213, RSMo); Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act; Age Discrimination in Employment Act; Rehabilitation Act of 1973; Equal Pay Act and § § 291.400-460, RSMo; Pregnancy Discrimination Act
Drug Free Workplace Policy	Federal Drug Free Workplace Act of 1988; § 105.110, RSMo
Judicial, Military Duty, And Religious Leave Policy	§ 494.460, RSMo
Communicable Diseases Policy	§ 167.191, RSMo; § 160.405, RSMo; Civil Rights Act; Americans with Disabilities Act
Employee Information Sharing Policy	§ 162.068, RSMo
Background Checks and Fingerprinting Policy	§43.540, RSMo; § 168.133
Missouri Victims' Economic Security and Safety Act Policy	§ 285.630, RSMo

SECTION 4: SCHOOL OPERATIONS

Civil Rights, Title IX, Section 504 Policy	Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1985
Title IX Sexual Harassment Policy	Title IX of the Education Amendments of 1972
Official School Year And School Day Policy	§ 171.031, RSMo
Alternative Methods of Instruction Plan Policy	§ 171.033, RSMo
School Calendar Policy	§ 160.405, RSMo and § 160.011, RSMo
Fiscal Year Policy	N/A
School Annual Report Policy	§ 16.522, RSMo
Public Inspection Policy	§ § 160.066 and 160.410, RSMo
Title I Policy	Every Student Succeeds Act of 2015
Equal Educational Opportunity Policy	The Individuals with Disabilities Education Act, The Education for All Handicapped Students Act of 1975, The Rehabilitation Act of 1973, Section 504, and Missouri Special Education Services requirements found in sections 162.670 - .995, RSMo
Students of Legal Age Policy	Family Education Rights and Privacy Act
Student Educational Records Policy	Family Educational Rights and Privacy Act
Health Information Records Policy	Family Educational Rights and Privacy Act; Individuals with Disabilities Act; Section 504 of the Rehabilitation Act of 1973
School Safety Plan and Emergency Closing Procedures Policy	§ 160.480, RSMo
Communicable Diseases Policy	"Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators"; § 167.191, RSMo
Distribution of Medicine Policy	§ § 167.627, 167.627, RSMo
Immunizations Policy	§ 167.181, RSMo; § 210.003, RSMo
Student Group Use of Facilities Policy	Equal Access Act of 1984
Student and Classroom Observations Policy	Federal Family Education Rights and Privacy Act
School Attendance Policy	§ 167.031, RSMo
Eye Protection Policy	§ 170.005, RSMo
Textbooks Policy	§ 170.051, RSMo
Parents and Student Complaints and Grievances Policy	§ 160.405, RSMo

Technology Acceptable Use Policy	§ 182.827, RSMo
Drug Free Schools Policy	§ 161.504, RSMo
Student Fees Policy	§ 160.415.11, RSMo
Student Records Policy	Family and Educational Privacy Act and the Safe Schools Act
Reporting of Child Abuse and Neglect Policy	§ 210.115, RSMo
Discipline Policy	§ 160.405, RSMo; § 167.117, RSMo
Threats of Violence Policy	N/A
Teacher Externship Policy	§ 168.025, RSMo
Flag of the United States of America and Pledge of Allegiance Policy	§ 171.021, RSMo
Eddie Eagle Gunsafe Program Policy	§ 171.410, RSMo
Weapons at School Policy	§ 571.03, RSMo
Student Safety Policy	Every Student Succeeds Act
Seclusion, Restraint and Corporal Punishment Policy	§ 160.263, RSMo
Cardiopulmonary Resuscitation Instruction Policy	§ 170.310, RSMo
Active Shooter Training and Drills Policy	§ 170.315, RSMo
Age Criteria for Kindergarten Admission Policy	§ 160.053, RSMo
Program for Homeless Students Policy	McKinney-Vento Homeless Assistance Act
Local Educational Agency Title I.A Parental Involvement Policy and School Title I.A Parental Involvement Policy	Every Student Succeeds Act
Migrant Procedure	Elementary and Secondary Education Act
Safe Place For Newborns Act Instruction Policy	§ 170.312, RSMo
Strip Searches Policy	§ 167.166, RSMo
Students with Diabetes Policy	§ § 167.800-.824, RSMo
Organ, Eye, and Tissue Donation Policy	§ 170.311, RSMo
Missouri Student Religious Liberties Act Policy	§ 160.2500, RSMo
Limited Public Forum Policy	§ 160.2500, RSMo
Interstate Compact on Educational Opportunity for Military Children Policy	§ 160.2000, RSMo
Get the Lead Out of School Drinking Water Act Policy	§ 160.077, RSMo
Community Engagement Policy	§ 162.058, RSMo
Parental Notification Policy	
Annual Performance Report Information Policy	§ 162.084, RSMo
Will's Law Policy	§ 167.625, RSMo

Identification Cards Policy	§ 170.048, RSMo
Mental Health Awareness Training Policy	§ 170.037, RSMo

SECTION 5: EDUCATIONAL INSTRUCTION

Course Requirements – Constitution, American History, Missouri Government, Civics Policy	§ § 170.011 and 170.345, RSMo
English Language Learners (ELL) Policy	Title VI of the Civil Rights Act
Missouri Course Access and Virtual School Program Policy	§ 161.670, RSMo
Academic and Career Counseling Program Policy	§ 167.266, RSMo
Braille Instruction Policy	§ 167.225, RSMo
Agriculture or Career and Technical Course Policy	§ 170.017, RSMo
Computer Science Course Credit Policy	§ 170.018 RSMo
Physiology Textbook Policy	§ 170.031, RSMo
Personal Plan of Study Policy	§ 167.903, RSMo
Reading Instruction Policy	§ 170.014, RSMo
Human Sexuality And Sexually Transmitted Diseases Instruction Policy	§ 170.015, RSMo
Services for Students with Disabilities Policy	§ 162.670-162.995, RSMo
Instruction for Students with Disabilities Policy	§ 162.670-162.995, RSMo
Instruction for At-Risk Students Policy	§ 167.905, RSMo
Dyslexia Screening Policy	§ 167.950, RSMo
English Language Learners Policy	Title VI
Missouri Course Access and Virtual School Program Policy	§ 161.670, RSMo
Academic and Career Counseling Program Policy	§ 167.266, RSMo
Braille Instructure Policy	§ 167.225, RSMo
Agriculture or Career and Technical Course Policy	§ 170.017, RSMo
Computer Science Course Credit Policy	§ 170.018, RSMo
Physiology Textbook Policy	§ 170.031, RSMo
Personal Plan of Study Policy	§ 167.903, RSMo
Show-Me Success Diploma Policy	§ 160.560, RSMo
Reading Success Plan Policy	§ 167.645, RSMo
Reading Instruction Act Policy	§ 170.014, RSMo
Computer Science Course Requirement Policy	§ 170.018, RSMo
Reading Assessment Policy	§ 167.645, RSMo

SECTION 1:

BOARD GOVERNANCE

Charter School Governing Board Roles and Responsibilities

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

A. Articles of Incorporation

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

B. Bylaws

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

<u>Board Members</u>

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

<u>Officers</u>

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

<u>Meetings</u>

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

C. The Missouri Sunshine Law

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

- Sunshine Law as provided in Chapter 610, RSMo

Adopting a Written Policy

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

Public Meetings

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

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

The following are exceptions to the open meeting requirement:

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

- A meeting regarding pending legal action.
  - However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a charter school or any agent or entity representing its interests or acting on its behalf or with its authority shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court. If the settlement agreement is closed by the court, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed.
- A meeting regarding hiring, firing, disciplining or promoting of particular employees by a charter school board when personal information about the employee (information relating to the performance or merit of individual employee) is discussed or recorded.

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

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

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

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

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

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

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

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

Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a board concurrent with the notice being made available to the members of the board and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the board holding the meeting, or if no such office exists, at the building in which the meeting is to be held.

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

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

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

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

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

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

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

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

Public Records

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

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

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

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

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

- Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again.
- Confidential or privileged communications between a charter school or its representatives and its attorneys.
- The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property.

- Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body.
- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
- Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:
    - Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;
    - When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records; and
    - Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed.

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

- Student education records that are specifically required by federal statute or regulation to be kept confidential, such as under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) (a general description of FERPA records issues can be found at: http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html);
    - Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them.
    - Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is at the discretion

of each school. Accordingly, unless the school has taken these steps, it is advised to keep school directory information confidential, citing FERPA.

- The Sunshine Law recognizes the existence of such confidentiality mandates through one of its exceptions:
  "Records which are protected from disclosure by law" § 610.021(14), RSMo.

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

Responding to a Records Request:

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

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

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

- If the records are open, and copies can reasonably be produced (or access provided) within 3 business days that should be done in the 3 business day response.
- If the records are closed, and that can be determined within the 3 business days, the 3 business day response should be that the records requested are closed, citing to the bases for closure within §610.021, RSMo (by subsection) and/or other applicable law (such as FERPA).
- If it will take more than 3 business days to access, review, and determine whether the records requested are open or closed, or portions may need to be redacted before providing access to or copies of the records, the 3 business day response should state as such, giving a detailed explanation of the cause for further delay and state when and where the records should be available for inspection or copying, providing a reasonable time estimate. Common examples where the custodian reasonably needs more than 3 business days to fully complete the response to the records request may be that the request is for a large volume of records that need to be reviewed and copied or for archived records that take time to be retrieved.

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

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

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

> Note: If someone demands to inspect copies of records because he or she does not want to pay for copies, but there is a serious concern about the security of the original records, the

best option may be to provide copies to the requester free of charge.

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

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

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

Prior to producing copies of the requested records, the person requesting the records may request the school to provide an estimate of the cost to the person requesting the records.
Documents may be furnished without charge or at a reduced charge when the requester seeks a fee waiver or reduction and the school/custodian determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the school and is not primarily in the commercial interest of the requester. The custodian may require payment of copying fees prior to the making of copies.

Second Amended Bylaws

of

HOGAN PREPARATORY ACADEMY

(A CHARTER SCHOOL)

ARTICLE I
OFFICES

The principal office of the not-for-profit Corporation shall be located at 1331 E. Meyer Blvd, Kansas City, Missouri 64131. The Corporation may have such other offices, either within or outside the State of Missouri, as the activities of the Corporation may require from time to time.

The registered agent of the Corporation as required by the governing statutes for not-for-profits operating in the State of Missouri is James W. Tippin & Associates, 601 East 63rd Street - Suite 310, Kansas City, Missouri 64110. The registered agent and the registered agent's address may be changed by the Board of Directors.

ARTICLE II
OBJECTIVES, PURPOSES & POWERS

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal tax code (the "Code"), including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) and 170(c)(2) of the Code.

The Corporation's purposes shall include, without limitation, the development and implementation of Missouri Charter School program. To enable the Corporation to carry out such purposes, it shall have the power to do any and all lawful acts necessary or convenient to conduct, promote or attain the purposes herein set out, and to that end:

a. To take, accept, hold, and acquire by bequest, devise, gift, purchase, loan, or lease. any property, real or personal, whether tangible or intangible, without limitation as to kind, amount or value.

b. To sell, convey, lease, or make loans, grants, or pledges of any such property, or any interest therein or proceeds therefrom, and to invest and reinvest the principal thereof and receipts therefrom, if any.

c. To borrow money upon and pledge or mortgage any such property for my purpose for which it is organized, and to issue notes, bonds, or other forms of indebtedness to secure any of its obligations.

d. To carry on any of the foregoing activities or purposes either directly or as agent for or with other persons, associations or corporations.

e. To carry on any activity and to deal with and expend any such property or income therefrom for any of the foregoing purposes without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, the Articles of Incorporation, the By-Laws of the Corporation, or any other limitations as are prescribed by law.

The Corporation will admit students of any race, color, nationality, ethnic origin, gender (including, but not limited to transgender, gender neutral and gender non-specific) or sexual orientation to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It will not discriminate on the basis of race, color, nationality ethnic origin, gender (including, but not limited to transgender, gender neutral and gender non-specific) or sexual orientation in administration of its educational policies, admission policies, scholarship and loan programs, and athletic or other school administered programs.

ARTICLE III
MEMBERS

The Corporations shall not have members.

ARTICLE IV
DIRECTORS

Section 1. General Powers: The affairs of the Corporation shall be managed by its self-perpetuating Board of Directors.

Section 2. Number: The number of persons to constitute the Board of Directors of the Corporation shall be no less than five (5) and no more than nine (9).

Section 3. Election and Term of Office: Directors shall be elected at the annual meeting. The term of office of each Director shall be for a period of three years. No director shall serve more than three consecutive terms. After 2027, currently serving Directors' terms shall be staggered in the following manner:

a. Board members shall be designated by section A, B or C. Members who join the Boar in 2025, or thereafter, will be assigned to a section upon their election to the Board.
b. Those Board members who are members of section A terms shall expire in 2028 with the option of being re-elected for two more terms, section A for the purpose of the 2024 amendment are members who came on the Board prior to or in 2022;
c. Those Board members who are members of Section B terms shall expire in 2029 with the option of being re-elected for one more term, section B for the purpose of the 2024 amendment are members who came on the Board in 2023 ;
d. Those Board members who are members of Section C terms shall expire in 2030 with no option of being re-elected, Section C, for the purpose of the 2024 amendment are members who came on the Board in 2024.

Section 4. Meetings: Meetings are not governed by Robert's Rules.

4.1 Annual Meeting: The annual meeting of the Board shall be held during the May meeting each year, at which meeting the election of Directors (when applicable) should occur and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held at the annual meeting the Board shall schedule the election to be held at a special meeting as soon thereafter as possible. The annual meeting may be conducted via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public

4.2 Regular Meetings: Regular meetings of the Board shall be held at a location determined by the Board. The number of meetings may be increased or decreased by agreement of the Board. The Board can also hold meetings via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public. The Board may provide, by resolution, the time and place for the holding of regular meetings, other than, the annual meeting, without notice other than such resolution.

4.3 Special Meetings: Special meetings of the Board may be called by or at the request of the President of the Board or any two Directors. A person(s) authorized to call special meetings may fix any place to have the meeting. The person(s) calling a special meeting shall notify the Secretary for the Board of the information required to be in the Notice. The Directors calling for the special meeting may fix any place within the State of Missouri, as the place for holding any special meeting of the Board. The meeting can be held via phone conference, video-conferencing or through the use of other technologies, as long as all of the participants have access to the technology being used for the meeting, including the public.

4.4 Emergency Meetings: Emergency meetings of the Board may be called by any Director when an emergency occurs at or in relation to one of the schools. An emergency includes, but is not limited to, the following: serious illness or death of key personnel; destruction or serious damage to any of the facilities; or the physical welfare or well-being of students or staff is in jeopardy.

Section *5.* Notice: All meeting notices shall use plain, concise English. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where 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. The Notice of Waiver does not have to include the business to be transacted at, nor the purpose of any regular, or emergency meeting of the Board to be valid.

5.1. Notice for Regular Meetings: The Directors and public shall receive notice of all regular meetings no later than twenty-four hours before the meeting, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. If the meeting is being held via the Internet or some other electronic means, the Notice shall provide information on how to join the meeting via the technology being used.

5.2. Notice for Special Meetings: The Notice for special meetings are to be sent to the Board via e-mail and posted for the public no later than twenty-four hours before the meeting, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.

5.3. Notice for Emergency Meetings: Notice may or may not be possible with an Emergency meeting. However, Notice shall be sent to the Board and posted for the public as soon as reasonably possible.

Section 6. Proxies: Proxies are not allowed for Missouri Charter School Board of Directors.

Section 7. Quorum & Voting: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meetings of the Board of Directors; provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without

further notice. Each Director present shall be entitled to one (1) vote upon each matter submitted to a vote at any such meeting. A quorum is not needed to transact business at an emergency meeting.

7.1. Each Director shall be entitled to one vote upon each matter submitted to a vote in person or by telephone or any video/audio meeting options available to all Directors.

7.2. Voting can be taken via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting. The emergency vote should be reviewed at the first subsequent regular meeting of the Board to be considered for rescission or ratification.

Section 8. Manner of Acting: The act of the majority of the Directors present at a Board meeting at which a quorum is present shall be the act of the Board.

Section 9. Consent Action: Any action which is to be or may be taken at a meeting of the Board, or my committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the board or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a Board meeting having been duly held.

Section 10. Compensation: Directors shall not receive salaries or compensation of any kind for their service on the Board of Directors. The Board of Directors may adopt a resolution providing for reimbursement payments according to State law to their Directors for any expenses incurred for attending the meetings of the Board of Directors. The Directors may adopt the reimbursement policy used by the school district employees/staff for Director's reimbursements, as long as it is compliant with the governing law for charter schools and not-for-profit boards operating in the State of Missouri.

Section 11. Vacancies on the Board:

11.1. Removal: The Board of Directors may vote to remove a Director at any time with or without cause. A meeting to consider the removal of a Director may be called and notice given, following the procedures provided in the Bylaws. The Notice of and Agenda for the meeting shall state the basis for possible removal of the Director, if any. A Director may be removed by the affirmative vote of the majority of the Board of Directors. A quorum must be

present for a vote of removal.

11.2. Removal by Sponsor: A Director may also be removed by written notice from the Sponsor of the Hogan Preparatory Charter School for cause specifically for breach of fiduciary duty or mismanagement of funds. Said Notice must include, with factual specificity the basis for the removal and after documented attempts to have the issues outlined addressed/resolved by the Board Member(s) in question.

11.3. Resignation/Death: In the event of the death or resignation of a Director, the seat shall be filled by a candidate elected by a majority of the remaining Directors to complete the unexpired term. A Director so elected is still able to serve up to an additional three terms after the completion of the unexpired term, if the time left on the unexpired term was less than eighteen (18) months.

ARTICLE V
OFFICERS

Section 1. Offices: The officers of the Corporation shall include a President; a Vice-President; a Treasurer; and a Secretary and such other officers as may be created by resolution of the Board of Directors.

Section 2. Election and Terms of Office: The officers shall be elected by the Board of Directors at its regularly scheduled May meeting or as soon thereafter as possible. New offices may be created and filled at any meeting of the Board of Directors. Officers' terms shall be two years with the no more than two terms.

Section 3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies: A vacancy in any office because of death, resignation, resignation otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President: The President shall be the chief executive officer of the

Corporation and shall supervise the affairs of the Corporation, subject to the authority of the Board of Directors. The President shall preside over all meetings of the Board of Directors and may sign, with the Secretary or Treasurer, or any other proper officer authorized by the Board of Directors any documents and instruments which the Board of Directors authorizes to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation., or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President: In the absence of the President, or in the event of his/her inability or refusal to act, the Vice-President shall perform the duties of the President, and when so doing, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer: The Treasurer, subject to the authority and approval of the Board of Directors:

(a) Shall have charge and custody of and be responsible for all funds and securities of the Corporation;

(b) Shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; provided, however, some or all of such duties, as the Board of Directors may determine, may be delegated to a custodian as provided in said Article VI and/or Article VIII here below;

(c) Shall see that all the duties incident to the office of Treasurer are completed; and

(d) Shall attend to such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sums and with such surety or sureties as the Board of Directors shall determine.

Section 8. Secretary: The Secretary shall be responsible for:

(a) Maintaining the minutes of the Board of Directors' meetings in one (1) or more books provided for that purpose;

(b) Ensuring that all (notices are duly given in accordance with the provisions of these Bylaws or as required by law);

(c) Ensuring the corporate records and of the seal of the Corporation are maintained;

(d) Ensuring that the seal of the Corporation is affixed to all documents, executed on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;

(e) Ensuring that a permanent record of all disbursements for religious, charitable, scientific, literary, or educational purposes made by the Board of Director and/or its duly appointed officers or agents in behalf of the Corporation; and

(f) Performing all duties incident to the office of Secretary and such other duties as from time to time may be signed to him/her by the President of by the Board of Directors, however, some or all of such duties, as the Board of Directors may determine, may be delegated to a designee as provided in said Article VI and/or Article VIII here below;.

Section 9. Compensation: Officers shall not receive salaries or compensation of any kind for their service on the Board of Directors. The Board of Directors may adopt a resolution providing for reimbursement payments according to State law to their Officers for any expenses incurred for attending the meetings of the Board of Directors. The Officers may adopt the reimbursement policy used by the school district employees/staff for Officer's reimbursements, as long as it is compliant with the governing law for charter schools and not-for-profit boards operating in the State of Missouri.

ARTICLE VI
TRANSACTIONS OF THE BOARD

Section 1. Contracts: The Board may authorize my officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances, that has been previously approved by the Board.

Section 2. Loans: No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to

specific instances.

Section 3. **Checks, Drafts, Etc.:** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. Custodians: The Board may from time to time designate a bank, trust company, or depository as custodian of all funds and properties of the Corporation, which custodian shall maintain a record of all receipts, expenditures, income and expenses of the Corporation and/or perform such ministerial duties as the Board by written direction may instruct. The custodian may receive fees for its services as may from time to time be agreed upon by the Board and the Custodian(s).

Section 6. Gifts: The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the Bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

Section 7. Potential Conflicts of Interest: The Corporation shall not make any loan to a Director or Officer of the corporation. The Corporation shall not borrow money from or otherwise transact business with a member, Director, Officer, or, committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Director, Officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction. Additionally, the Board of Directors shall be subject to the conflict of interest provisions of the Law.

Section 6. Conflicts of Interest Policy: The Board shall adopt a Conflicts of Interest Policy that is consistent with these Bylaws and the governing law for charter school boards and not-for-profit corporations operating within the State of Missouri. Said Conflicts of Interest policy will be reviewed at every annual meeting.

Section 7. Acknowledgement of Conflicts of Interest Policy: Board members will execute on an annual basis an acknowledgment of the Board's conflicts of interest policy, as well as, completing any State required conflicts of interest forms or information.

Section 8. Power of Attorney: A person/agent/attorney may execute any instrument related to the Corporation by means of a Power of Attorney executed by the proper Officers of the Corporation. However, an originally, executed copy of the Power of Attorney must be kept with the Corporation's records and a copy attached to any instrument executed under said power of attorney.

Section 9. Prohibited Acts/Actions/Activities: As long as the Corporation is in existence, and except with prior approval of the Board of Directors, no Director, Officer or committee member shall do the following:

(a) Do any act in violation of the Bylaws or a binding obligation of the Corporation;

(b) Do any act with the intention of harming the Corporation or any of its operations;

(c) Do any act that would make it impossible or unnecessarily difficult to carry-on the intended or ordinary business of the Corporation;

(d) Receive an improper benefit from the operation of the Corporation;

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;

(f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will;

(g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business; nor

(h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

If a Director, Officer or committee member violates these provisions, he or she shall be subject to immediate removal from his/her post.

ARTICLE VII
COMMITTEES

Section 1. Establishment of Committees: The Board of Directors may adopt a resolution establishing or disbanding committees. The Board of Directors may delegate specified authority to a committee and may appoint or remove members of a committee. A committee shall include two or more directors and may include persons who are not Directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of Directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated. Any authority delegated to a committee shall not relieve the Board of Directors, or any individual Director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

(a) Amend the Articles of Incorporation;
(b) Adopt a plan of merger or a plan of consolidation with another corporation;
(c) Authorize the sale, lease, exchange, or mortgage, of all or substantially all of the property and assets of the Corporation;
(d) Authorize the voluntary dissolution of the Corporation;
(e) Revoke proceedings for the voluntary dissolution of the Corporation;
(f) Adopt a plan for the distribution of the assets of the Corporation;
(g) Amend, alter, or repeal the Bylaws;
(h) Eject, appoint, or remove a member of a committee or a Director or Officer of the Corporation;
(i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interests as defined in paragraph 5.4, below;
(j) Amend, alter or appeal any resolution of the Board; nor
(k) Take any action outside the scope of authority delegated to it by the Board of Directors.

The designation and appointment of a committee and the delegation of authority to the committee shall not operate to relieve the Board or any individual Director of any responsibility imposed upon the Board or a Director by law.

Section 2. Authority to Appoint: The Board can designate committees on an ad hoc basis, as needed. The committees that can be appointed include, but are not limited to Finance, Faculty and External Affairs, and Governance and others as needed or determined by the Board. The Board of Directors shall define the activities and scope of authority of each committee designated or created and shall appoint the Chairman of the committee at the time of its formation.

Section 3. Committee Meetings & Quorum: Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than three (3) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called. Said Notice may be provided by mail, fax, email or some other Board agreed method. The Notice shall also be posted at least 24 hours

before said committee meeting in the manner of a Board of Directors meeting.

A majority of the number of persons shall constitute a quorum of a committee for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue the meeting even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If less than a quorum is present at any meeting, a majority of the committee members present may adjourn the meeting at any time without further notice.

Section 4. Actions of Committees: Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the Bylaws. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

Section 5. Proxies: Committee members may not vote by proxy.

Section 6. Compensation: Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for the payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member who is not a Board of Director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member who is not a Board of Director shall be commensurate with the services performed and shall be reasonable in amount.

The Directors may adopt the reimbursement policy used by the school district to reimburse employees/staff for reimbursement of Committee members, as long as it is compliant with the governing law for charter schools and not-for-profit corporations operating in the State of Missouri.

Section 7. Rules: Each committee may adopt its own rules for its own operation, as long as the rules adopted are not inconsistent with these Bylaws, rules adopted by the Board of Directors and are not inconsistent with scope of the committee's assignment. Rules adopted by a committee must be presented to the Board for final approval before being used or enforced by the committee. Said rules should be sent to the Board at least seven days in advance of the meeting where the committee is seeking approval of the same.

ARTICLE VIII
AGENTS & ATTORNEYS

The Board of Directors may appoint such agents, attorneys, and attorneys-in-fact of the Corporation as it may deem proper, and may, by written power of attorney, authorize such agents, attorneys or attorneys-in-fact to represent it and for it and in its name, place and stead, and for its use and benefit to transact any and all business which said Corporation is authorized to transfer or do by its Articles of Incorporation, and in its name, place and stead, and as its corporate act and deed, to sign, acknowledge and execute any and all contracts and instruments, in writing necessary or convenient in the transaction of such business as fully to all intents and purpose as said Corporation might or could do if it acted by and through its regularly elected and qualified officers.

ARTICLE IX
FISCAL YEAR

The fiscal year of the Corporation shall begin on July 1 of each year and end on June 30 of each year.

ARTICLE X
WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of The General Not for Profit Corporation Act of Missouri, waiver thereof in writing, signed by the person(s) entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI
SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall inscribed thereon the name of the Corporation and the words, "Corporate Seal."

ARTICLE XII
INDEMNIFICATION

Section 1. Indemnification, When: The Corporation shall indemnify a Director, Officer, committee member, employee or agent of the Corporation who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a Director, Officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted

in good faith and reasonably believed that the conduct was in the

Corporation's best interests. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found to be liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if (A) the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted or (B) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of polo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

Section 2. Indemnification, How: The Corporation shall pay or reimburse expenses incurred by a Director, Officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a Director, Officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Article XII Section 1, above. Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the Bylaws and as authorized by the Corporation, i.e. attorneys' fees etc. However, the Corporation shall not pay indemnification expenses directly to the person requesting reimbursement before the final disposition of a proceeding. If the person is a named defendant or respondent in a proceeding brought by the Corporation or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct that person will not be reimbursed and will be obligated to repay monies paid on their behalf pursuant to Article X Section 5, below.

Section 3. Indemnification, What: The Corporation may indemnify a person under the bylaws, the person may be indemnified against judgment, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 4. Determination of Reasonable Expenses: Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must determine that expenses to be reimbursed are reasonable, except as provided in paragraph, below. The Corporation may make these determinations and decisions by any one of the following procedures:

(i) By a majority vote of the quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding;

(ii) By a majority vote of the committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more who at the time of the vote is not named defendants or respondents in the proceeding;

(iii) If such a quorum cannot be obtained by the Directors and such a committee cannot be established, by a majority vote of all Directors then by determination of special legal counsel selected by a majority vote of all of the Board of Directors; and

(iv) If the party requesting indemnification submits with his/her request a notarized affirmation that he or she has met the standard of conduct necessary for indemnification under the Bylaws and executes a Promissory Note for each request for reimbursement that will be void if it is determined that the individual met the requirements for indemnification.

Section 5. Authorization of Payment. The Corporation shall authorize indemnification once it has been determined that the expenses are reasonable. Authorization shall be given if the facts then known to the Board would not preclude authorizing indemnification see paragraph Article X Section 1. The Corporation shall provide for repayment within thirty (30) days after authorization of payment by the Corporation. If it is ultimately determined that the person has not met the requirements for indemnification. The reimbursement shall be an unlimited general obligation of the person receiving said reimbursement. The obligation need not be secured, and it may be accepted without reference to financial ability to make repayment.

ARTICLE XIII
PROPERTY DEVOTED TO CORPORATE PURPOSES

All income and properties of the Corporation shall be devoted exclusively to the purposes provided in the Articles of Incorporation of the Corporation. The Board may adopt such policies, regulations and procedures governing the management and/or disbursement of funds for such purposes as in its opinion are reasonably calculated to carry out such purposes as set forth in said Articles.

ARTICLE XIV
DISSOLUTION

Upon dissolution of this corporation and after discharging all liabilities and obligations of this corporation (or making adequate provision therefor) and after the return, transfer or conveyance of all assets requiring return, transfer or conveyance

thereof because of the dissolution of this corporation and after taking any other action required by law, any remaining assets of this corporation that represent funding from or that were obtained by using federal or state funding shall be distributed to the State of Missouri, Department of Elementary and Secondary Education. The Board of Directors shall distribute the remainder of the assets of the corporation, if any, to one (1) or more qualifying organizations described in Section 501(c)(3), 170(c)(2), 2055(a) and 2522(a) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to this corporation. In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Missouri to be added to the general fund.

ARTICLE XV
AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the Board of Directors called for that purpose by the affirmative vote of a majority of the Board of Directors.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

Section 1. Governing Law: The Bylaws shall be construed in accordance with the laws of the State of Missouri. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Section 2. Legal Construction: If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalid, illegal, or unenforceable provision shall be excluded as if it had not been included and the remaining provisions and the Bylaws shall continue in full force.

Section 3. Headings: The headings used in the Bylaws are used for convenience and shall not be considered in contouring the terms of the Bylaws.

Section 4. Gender: Wherever the context requires, all words in the Bylaws in the male gender shall be deemed to include female or neutral gender, all singular words shall include the plural, and all plural words shall include the singular.

8.70 PARTIES BOUND. The Bylaws shall be binding upon and inure to the benefits of the Directors, Officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the Bylaws.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected secretary of Hogan Preparatory Academy and the foregoing amended Bylaws constitute the current Bylaws of the Corporation. The amended Bylaws were duly adopted at a meeting of the Board of Directors held on September 27, 2021.

Date: 10/25/21

_____

(Signature of Secretary)

_____

(Print name)

SEAL OF CORPORATION,
If applicable

_____

Board Resolution Adopting Policy

WHEREAS, on 11/25/2019 the board of Hogan Preparatory Academy ("Board") met at a publicly called meeting held in accordance with the Board's bylaws; and

WHEREAS, in accordance with the Board's bylaws, a quorum was present during the meeting held on 11/25/2019; and

WHEREAS, on 11/25/2019 the Board voted to adopt the policy titled "Board Policy Development, Adoption and Review", a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF HOGAN PREPARATORY ACADEMY that the policy "Board Policy Development, Adoption and Review" is hereby adopted as a Board policy of the Hogan Preparatory Academy.

THIS RESOLUTION IS HEREBY ADOPTED THIS 25th DAY OF November, 2019.

_____

Board Chair

Conflict of Interest Policy

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

Article I- Purpose

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

Article II- Definitions

1. Interested Person

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

2. Financial Interest

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

a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

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

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

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

Article III- Procedures

1. Duty to Disclose

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

2. Determining Whether a Conflict of Interest Exists

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

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

a. No member of the Board shall hold any other office or employment from the board while serving as a member of the board.

b. No member of the board shall have any substantial interest (see §105.450 RSMo) in any entity employed by or contracting with the board.

c. No member of the board shall be an employee of a company that provides substantial services to the charter school.

3. Procedures for Addressing the Conflict of Interest

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

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

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

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

4. Violations of the Conflicts of Interest Policy

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

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

Article IV- Records of Proceedings

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

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

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

Article V- Compensation

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

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization

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

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

Article VI- Annual Statements

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

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII-Periodic Reviews

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

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

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII- Use of Outside Experts

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

Conflicts of Interest Questionnaire[1]

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

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

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

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

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

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

_____
_____
_____
_____

Signed:

_____

_____
(Print or type title)

Date: _____

[1] BF, App. I.

Personal Financial Disclosure

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

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

Sunshine Law Policy

RESOLUTION

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That Board Clerk be and hereby is appointed custodian of the records of Hogan Preparatory Academy and that such custodian is located at Hogan Preparatory Academy High School, 1221 E. Meyer Blvd, Kansas City, MO.

2. That said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.

3. That the fees to be charged for access to or furnishing copies of records shall be as hereinafter provided:

    a. Paper copies - 10 cents per page for copies 9 x 14 or smaller

    b. Duplicating time - $15 per hour

    c. Research time - billed at actual cost`

4. That it is the policy ofHogan Preparatory Academy that meetings, records, votes, actions and deliberations of this body shall be open to the public unless otherwise provided by law.

5. That Hogan Preparatory Academy hereby closes all public records to the extent authorized by law.

6. That Hogan Preparatory Academy shall comply with sections 610.010 to 610.035, RSMo, the Sunshine Law, as now existing or hereafter amended.

Board Meeting Agenda Policy

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

SECTION 1. Development of Agendas

SECTION 1.1. Agendas shall be developed by the Board Chair, in consultation with the [School Leader or other title] and the Executive Committee.

SECTION 2. Agenda Format

SECTION 2.1. The agenda shall contain the following, as appropriate:

a) Call to order

b) Reading and acceptance of minutes from last meeting

c) Committee reports

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

e) Unfinished business

f) New business

g) Announcements

h) Open floor (optional)

i) Adjournment

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

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

Motion to Enter into Closed Session

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

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

> "I move that this meeting be closed, and that all records and votes, to the extent permitted by law, pertaining to and/or resulting from this closed meeting be closed under Section 610.021, subsection(s) ___, RSMo, for the purpose of (insert the language of the provision(s) cited)."[2]

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.

[2] 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

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

SECTION 1. Board Member Orientation

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

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

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

SECTION 2. Board Member Orientation Manual

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

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

Board Member Development Opportunities

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

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

SECTION 1. Board Development Requirements

SECTION 1.1. Each board member shall attend at least 1 day of professional training annually. First-year board members will receive 8 hours of training per year. Other board members will receive 4 hours of training per year. The school may require evidence of participation or certificates of completion to demonstrate the requirement has been satisfied.

SECTION 2. Scope of Activities

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

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

SECTION 3. Appropriation of Funds

SECTION 3.1. The Board shall appropriate adequate funds in 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

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

SECTION 1. Board Authority Over Individual Authority

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

SECTION 1.2. The board vests authority for management of the school in the Superintendent and in good faith, shall not undermine the authority of the Superintendent 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 Superintendent 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 Superintendent 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. 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 Superintendent.

SECTION 6.2. Consideration for employment of the Superintendent 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 8.4. Every member of the board shall annually file a written statement acknowledging that he or she is in compliance with this Code of Ethics and supports the responsibilities of board service.

Governing Board Records Policy

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

SECTION 1. Custody of Records
SECTION 1.1. All official records of the Governing Board shall be kept and safeguarded by the custodian of records, Jan Thomas 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 custodian of records, Jan Thomas or Superintendent 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.

Record Retention and Digitization Policy

Retention Requirements

Hogan maintains all records created or received as a result of school operations in accordance with state and federal laws and regulations.

Hogan retains records according to the Missouri Charter Public School Commission's Public School Record Retention Schedule, developed by the Missouri Local Records Board, and maintains the following records for the periods listed below:

Type	Record	Retention Period
Organizational	Articles of Incorporation	Permanent
Organizational	IRS determination letter	Permanent
Organizational	Board policies	2 years after superseded
Organizational	Board meeting agendas	10 years
Organizational	Board meeting minutes	10 years
Financial	Audit reports	10 years
Financial	Financial statements (year end)	5 years
Financial	Insurance policies	5 years after superseded
Financial	Real estate records	10 years
Financial	Tax returns	Permanent
Financial	Philanthropic grant records	3 years after closed
Financial	Banking statements	5 years
Financial	Credit card records	3 years
Financial	Procurement records	1 year after bid rejected or 2 years after accepted work completed

Record Digitization

Hogan shall digitize the records listed above in order to simplify school monitoring and reporting, and in order to more easily comply with public records requests and manage the transfer of records in case of school closure.

Nepotism Policy

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

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

Prohibited Expenditures Policy

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

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

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

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

SECTION 2:

BOARD FINANCE

Business Plan and Budget Process

A. Business Plan

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

The business plan should include the following:

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

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

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

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

   This section should also begin to address the financial management

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

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

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

A. Budget

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

1. Annual Operating Budget

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

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

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

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

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

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

The budget document itself shows revenues by source (e.g., state funding, federal funding, grants, fees, etc.) and expenditure by object (e.g., salaries, benefits, rent, materials, books, services, professional training, utilities, insurance, etc.) for the first through fifth year of operations. A resource for schools to use in order to determine startup costs can be found here:

https://charterschoolcenter.ed.gov/resource/cost-estimation-tool-charter-schools

2. Monthly Cash Flow Statements

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

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

System of Fiscal Controls

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

A. Bank Accounts and Procedures

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

B. System of Internal Controls

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

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

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

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

Audit and Annual Report Preparation

Annual Audit

Annually, the books and accounts of Hogan Preparatory Academy will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. The Chief Finance and Accountability Officer 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.

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

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

Annual Operating Budget Policy

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

SECTION 1. Budget Process

SECTION 1.1. The Superintendent or designee will ensure that Hogan Preparatory 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 Chief Finance and Accountability Officer 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 Chief Finance and Accountability Officer shall ensure that a needs assessment of Hogan Preparatory Academy, is drafted and finalized by a budget committee consisting of the CFO, the School Leader, 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 Superintendent and Chief Finance and Accountability Officer shall review with the Board the adopted budget in relationship to the beginning cash balances for each fund.

SECTION 2. Fiscal Compliance

The Chief Finance and Accountability Officer shall ensure that Hogan Preparatory Academy complies with all state and federal laws and rules concerning the budget and related processes of the school.

Bank Procedures Policy

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

SECTION 1. Bank Accounts

SECTION 1.1. The Board President and Superintendent of Hogan Preparatory Academy has the authority to open a business checking account, a business operating account, and a business line of credit on behalf of Hogan Preparatory Academy to be used to hold the school's assets.

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

SECTION 2. Checks

SECTION 2.1. Any authorized check drafted on the school's designated bank account over $5,000 shall require two signers from the Board. The following officers are authorized to sign checks from the bank account on behalf of the school:

Board President
Superintendent
Chief Operating Officer
Chief Finance and Accountability Officer
Chief Academic Officer

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

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

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

SECTION 2.4. Checks payable to cash are prohibited.

SECTION 3. Mail Procedures

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

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

SECTION 4. Bank Reconciliations

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

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

SECTION 5. Credit Card Procedures

It is the policy of Hogan Preparatory Academy that credit card use shall be limited and only the following employees or board members are authorized to use credit cards:

Superintendent
Chief Operations Officer
Chief Finance and Accountability Officer
Chief Academic Officer
Building Principals

Hogan Preparatory Academy will not use debit cards, and credit cards shall only be used by the following employees :

Superintendent
Chief Operations Officer
Chief Finance and Accountability Officer
Chief Academic Officer
Building Principals

for school business expenditures only. Credit cards may not be used for personal purchases and/or cash transactions and shall be maintained using the highest level of security. Credit card transactions in the range of $3,000 to $9,999 must receive prior board approval and credit card transactions exceeding $10,000 are prohibited

Employees issued a credit card must receive prior, documented approval from the School Leader or their designee before the use of the credit card. Each credit card transaction by any user must be accompanied by the original receipts documenting each transaction.

SECTION 6. Transfer Of Information

If the individual serving as the

Superintendent
Chief Operations Officer
Chief Finance and Accountability Officer
Chief Academic Officer
Building Principals

ends his or her term with the Board/employment with Hogan Preparatory Academy or is terminated by the school or otherwise removed from his or her duties, he or she shall immediately give the school management all necessary passwords and other related information. The school will change the passwords and other security information once the individual serving as the

Superintendent
Chief Operations Officer
Chief Finance and Accountability Officer
Chief Academic Officer
Building Principals

ends his or her employment with the school.

Cash Management Policy

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

SECTION 1. Accounting for Cash Transactions

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

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

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

SECTION 1.4. Segregation of Duties. The Superintendent or their designee of Hogan Preparatory Academy shall ensure that appropriate segregation of duties exists with regard to the handling of all money transactions including reconciliation.

SECTION 1.5. Petty Cash. Petty cash shall be maintained in a locked box in the School Leader's office in an amount not to exceed $100. All disbursements from petty cash shall be documented in writing, indicating the date, amount disbursed, the identity of the individual receiving the funds, and the reason for the disbursement. Receipts from purchases made with petty cash shall be remitted to the School Leader's office as soon as practicable. Petty cash funds shall not be used to cash checks.

School Accounting System Policy

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

SECTION 1. Fiscal Year

The Hogan Preparatory 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

Hogan Preparatory 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 canceled 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

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

SECTION 1. Annual Audit.

SECTION 1.1. Annually, the books and accounts of the School will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. The Business Manager 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 Hogan Preparatory 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 (insert title) shall ensure that a copy of the annual audit report is timely filed with the Sponsor.
The audit report should include a certificate signed by the Chair of the Board that the Board voted to accept the contents of the audit. If the Board did not accept the contents of the audit report, that should be noted with the submission.

SECTION 2. Annual Financial Statement.

Section 2.1. The Chief Finance and Accountability Officer 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 Superintendent shall ensure that the annual financial statement is submitted to the Sponsor in a timely manner pursuant to deadlines.

Payroll Policy

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

SECTION 1. Accurate & Timely Payroll.

The Chief Finance and Accountability Officer shall ensure that school employees are paid accurately and timely in accordance with applicable laws and rules.

SECTION 2. Payment of School Employees.

School employees shall be paid:

a. In United States currency;

b. By a written instrument (e.g. check) issued by the employer that is negotiable on demand at full face value for United State currency; or

c. By the electronic transfer of funds to the employee's bank pursuant to a direct deposit agreement signed by the employee.

SECTION 3. Paydays.

a. Exempt Employees. The paydays for exempt employees shall be on 15th and the 30th.

b. Non-exempt Employees. The paydays for non-exempt employees shall be on the 15th and 30th.

SECTION 4. Withholding of Wages.

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

a. The school is ordered to do so by a court of competent jurisdiction;
b. The school is authorized to do so by state or federal law; or
c. The school has written authorization from the employee to deduct part of their wages for a lawful purpose.

SECTION 5. Teachers Retirement System.

As prescribed by Statute, all teachers at Hogan Preparatory Academy shall be members of the Kansas City Public Schools 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

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

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

SECTION 1.1. Supplement not Supplant. Hogan Preparatory 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 Chief Finance and Accountability Officer.. The documentation must clearly demonstrate the supplementary nature of federal funds.

SECTION 2. Federal Grant Allowable Expenditures.

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

Section 2.1 Allowability.

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

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to the types or amount of cost items;
- Be consistent with the policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost;
- Be determined in accordance with generally accepted accounting principles (GAAP);
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
- Be adequately documents; and
- Be net of all applicable credits.

SECTION 3. Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430, OMNI DESE Memo FAS-15-003 Time and Effort under the OMNI Circular, April 2, 2015)

Time and Effort: Records are required for all employees, including teachers, paraprofessionals, administrators, and other staff that are paid with federal funds to

document the time and effort they spend within the program. The portion of the federally paid salary should be reflective of the actual activity, not budgeted, the individual has put forth for that federal program. Time and effort reporting is required when any part of an individual's salary is charged to a federal program or used as match for a federal program.

Semi-Annual Certification: Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications are required to be prepared at least semi-annually.

Monthly Personnel Activity Report (PAR): Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports (PARs). Salaries and wages of employees used in meeting cost sharing or matching requirements of Federal awards must be supported in the same manner as those claimed as allowable costs under Federal awards.
Charges for salaries must be based on records that accurately reflect the work performed. These records must be:

- Supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Incorporated into the official records;
- Reflecting the total activity for which the employee is compensated, not to exceed 100%;
- Encompassing all activities (federal and non-federal);
- Compliant with established accounting policies and practices; and
- Distributed among specific activities or cost objectives.

SECTION 4. Charter Schools Program (CSP), ESSA Title IV, Part C

SECTION 4.1. Compliance. If Hogan Preparatory Academy receives CSP grants, the Chief Finance and Accountability Officer shall ensure that Hogan Preparatory Academy shall comply and use the federal funds in accordance with all statutes, regulations, and approved applications.

SECTION 4.2. Fiscal Control. The Chief Finance and Accountability Officer shall directly administer or supervise the administration of any projects funding through CSP funds, and shall use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, federal funds.

SECTION 4.3. Procurement. When using CSP funds to enter into a contract for equipment or services the Chief Finance and Accountability Officer shall comply with the applicable federal procurement standards.

SECTION 5. Use of Federal Grant Funds for Procurement

SECTION 5.1. Open and Free Competition. The Chief Finance and Accountability Officer shall ensure that all procurement transactions are conducted in a manner that provides open and free competition. Awards must be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to Hogan Preparatory Academy considering price, quality, and other relevant factors deemed appropriate by theHogan Preparatory Academy.

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

SECTION 5.3. Solicitation of Bids or Offers

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

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

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

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

e. Procurement documents shall be made available, upon request, to appropriate government officials.

SECTION 5.4. Record Documentation. The Chief Finance and Accountability Officer shall ensure there is a cost or price analysis made and documented with every procurement action as well as appropriate documentation for the basis for contractor selection. The Chief Finance and Accountability Officer shall also ensure the evaluation of the contractor performance and document whether the contractor has met the terms, conditions, and specifications of the contract.

Section 5.5 All prequalified lists of persons, firms, or products which are used in acquiring goods and services must be reviewed and kept current and shall include enough qualified sources to ensure maximum open and free competition.

Section 5.6 The school shall utilize the most appropriate procurement method based on the particular procurement. The school utilize one of the following methods or any more restrictive method:

- Micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services which are up to $10,000. This purchase may be awarded without soliciting competitive quotations.
- Small purchase procedures. Small purchase procedures are those simple and informal procurements for securing services, supplies or other property that cost between $10,001 to $249,999. Price and rate quotations must be obtained from at least two qualified sources.
- Sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract is awarded. This method is preferred for procuring construction.
- Competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer and either a fixed price or cost reimbursement type of contract is awarded.
- Noncompetitive proposals. This is the solicitation of a proposal from only one source and may be used only when one or more of the following applies:
    - The item is available only from a single source;
    - The public emergency for the requirement will not permit a delay;
    - The pass-through entity authorizes noncompetitive proposals in response to a written request; and/or
    - After solicitation of a number of sources, competition is determined inadequate.

SECTION 6. Travel Costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. These costs are reimbursable with appropriate approval and documentation of expenses. Travel costs charged to Federal awards/funds must meet the requirements of 2 C.F.R. § 200.474.

Section 6.1 Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip and results in charges consistent with those normally allowed in like circumstances in the school's non-federally-funded activities and in accordance with the school's written travel reimbursement policies.

Section 6.2 Cost incurred by employees for travel, including costs of lodging, other subsistent, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school as a result of the school's written travel policy.

If these costs are charged to the Federal award, documentation must justify that (1) the Participation of the individual is necessary to the Federal award; and (2) the costs are reasonable and consistent with the school's travel policy. Document may include any or all of the following: an agenda; prior written approval; and/or written justification statement.

Section 6.3 The school shall not use its grant funds for temporary dependent care costs unless specifically permitted by the authorizing statute, regulation, and Department.

Section 7. Compliance with the Cash Management Improvement Act.

Section 7. 1. In order to comply with the Cash Management Improvement Act (CMIA) the Department of Elementary and Secondary Education will only make payments to the school for reimbursements. Reimbursements are only for funds "spent"—transactions that are recorded on the school's books and the funds delivered to the recipients.

Section 7.2. The school may only make requests for payment once an initial budget application for the grants has been approved and must only include actual cumulative expenditures up to the payment request submission date.

Section 7.3. The school must at least annually submit an accounting of any interest earned on any Federal funds to the federal Department of Health and Human Services through the Department of Elementary and Secondary Education. The school may retain up to $500 of earned interest annually on all combined Federal programs for administrative expenses. The school must document all administrative expenses in order to claim the interest offset. Under this section, the interest calculation is the amount of reimbursement times the annualized Federal interest rate for the fiscal year times the number of business days the funds were held until delivery. The federal interest rates may be found at http://www.fms.treas.gov/cmia/index.html.

Capital Assets Accounting Policy

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

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 Chief Finance and Accountability Office shall ensure that Hogan Preparatory Academy maintains accurate records of capital assets in accordance with applicable rules.

SECTION 1.3. Inventory. The Chief Finance and Accountability Officer 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

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

Section 1. Acceptance. All state funds will be accepted for the operation of the School 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 Principal or Business Manager is responsible for completing all required reports and forms to obtain state funds to which the School is entitled to receive according to developed rules and regulations.

State and Federal Projects Policy

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

Section 1. Authority to Operate.

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

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

Borrowed Funds Policy

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

Section 1. Borrowing Funds

State law authorizes the Board to borrow funds in anticipation of the collection of revenue in order to insure continuity in the operations of the School. 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

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

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

Authorized Signatures Policy

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

Section 1. The Board of Hogan Preparatory Academy shall designate at least one current board member to be included as an authorized signature on all financial accounts of the school.

Section 2. The Board shall notify all financial institutions that serve the school of the board member who is to be included as an authorized signature on financial accounts.

Section 3. The Board of Hogan Preparatory Academy shall annually certify to its sponsor that the financial institutions that serve the school have on file the authorization form for the board member who is to be the signature on all financial account.

Investment Policy

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

I. Scope

This policy applies to the investment of all operating funds of the [school].

Pooling of Funds
Except for cash in certain restricted and special funds, the Hogan Preparatory 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.

The [school] 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 the [entity] will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

The [school] 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 the [school].

Delegation of Authority

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

responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

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 Hogan Preparatory Academy's independent auditor. The internal control structure shall be designed to ensure that the assets of Hogan Preparatory Academy's 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 Hogan Preparatory 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 Hogan Preparatory Academy will consider and which shall be authorized for the investments of funds by Hogan Preparatory 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, Hogan Preparatory 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. Hogan Preparatory 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 the Hogan Preparatory 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 the Hogan Preparatory 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 the [entity]. 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.

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

School Closure Reserve Funds

During the next three years of operation, beginning July 1, 2024, and thereafter for the next two years, Hogan's governing board will annually reserve $25,000 per year in an escrow account or attorney trust account to be used for legal, accounting, and other expenses in case of the school's closure. These funds may be used to pay debts such as but not limited to the following:

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

SECTION 3:

HUMAN RESOURCES

Wage and Hour Requirements

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

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

Poster Requirements

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

For more information, see http://www.dol.gov/compliance/topics/posters.htm

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

https://labor.mo.gov/sites/labor/files/pubs_forms/LS-52-AI-2019.pdf

Child Labor

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

Federal: http://www.dol.gov/compliance/guide/childlbr.htm

Workers Compensation

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

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

Fair Credit Reporting Act

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

Garnishment

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

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

Employee Handbooks

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

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

Therefore, when preparing a handbook or policy you should:

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

An employee policy manual should include the following:

A. General Policies and Regulations

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

B. Employment Policies and Regulations

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

Family and Medical Leave Act[3]

Under the Family and Medical Leave Act of 1993 (FMLA)[4] employees of a covered employer are entitled to unpaid leave for certain family and medical reasons. An employer is covered under FMLA if, as of the date an employee gives notice of the need for leave, the employer maintained 50 or more employees on payroll during 20 or more calendar workweeks in either the current or preceding year.

Reasons for Leave

Eligible employees may take leave for the following reasons:

(1) To care for the employee's child after birth or placement for adoption or foster care of a child with the employee (must be completed within the 12-month period beginning on the date of birth or placement);

(2) To care for an immediate family member (spouse, child, parent) who has a serious health condition (does not include the employee's in-laws);

(3) To care for the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and

(4) Due to any **qualifying exigency** 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 contingency operation.

(5) To care for a covered service member with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin.

Medical Certification

An employer has the right to request medical certification from an employee's health care provider supporting the leave request. Under certain circumstances, employees may be required to provide recertification of the medical condition(s) giving rise to the need for leave.

Prohibited Employer Actions

It is unlawful for employers to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any

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[3] HR, 1.

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

practice made unlawful by FMLA or involvement in any preceding under or related to the FMLA.

Poster

All covered employers are required to display and keep on display a poster prepared by the Department of Labor summarizing the major provisions of FMLA and telling employees how to file a complaint. The poster must be displayed in a conspicuous place where employees and applicants for employment can see it. Although there is no particular size requirement, the poster and all the text must be large enough to be easily read. www.dol.gov/compliance/topics/posters.htm

Family and Medical Leave Act Policy

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

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

SECTION 1. Eligible Employees

SECTION 1.1. Employees of 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 school leader function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

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

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

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

Exhibit 1

FMLA Description Of Serious Health Condition[5]

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care
   Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment [6] in connection with or consequent to such inpatient care.

2. Absence Plus Treatment
   A period of incapacity of more than three full consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

   a) Treatment two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
   b) Treatment by a health care provider on at least one occasion which results in a regiment of continuing treatment[7] under the supervision of a health care provider.

   The requirements for treatment by a healthcare provider means an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

3. Pregnancy
   Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments
   A chronic condition which:

   a) Requires periodic visits (at least twice a year) for treatment by a healthcare provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider;

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[5] Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

[6] Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

[7] A regiment of continuing treatment includes, for example, a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to restore or alleviate the health condition. A regiment of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
c) May cause episodic rather than continuing period of incapacity[8] (e.g., asthma, diabetes, epilepsy).

5. Permanent/Long-term Conditions Requiring Supervision
   A period of incapacity[4] which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)
   Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a healthcare provider, either from restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity[4] of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), or kidney disease (dialysis).

[8] "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Exhibit 2:

FMLA Description of Qualifying Exigency

Eligible employees may take FMLA leave while the employee's spouse, son, daughter, or parent (i.e., the covered military member") is on active duty or call to covered active duty status as defined in 29 C.F.R.825.126(b)(2) for one or more of the following qualifying exigencies:

1. Short-Notice Deployment
   Any issue that arises from the fact that a covered military member is notified of an impending call or order to covered active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.

2. Military Events and Related Activities
   Leave to attend any official ceremony, program or event sponsored by the military that is related to active duty or call to covered active duty status of a covered military member; or leave to attend family support or assistance programs and informal briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to covered active duty status of a covered military member.

3. Childcare and School Activities
   When necessary due to circumstances arising from the active duty or call to covered active duty status of a covered military member – leave to arrange for alternative childcare; to enroll in or transfer the military service member's child to a new school or daycare; or to attend meetings with staff at a school or daycare facility concerning the covered member's child.

4. Financial and Legal Arrangements
   To make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing powers of attorney, transferring bank account signature authority, or preparing a living will or trust.

5. Counseling
   To attend counseling provided by someone other than a health care provider for oneself, for the covered military member. Or for the child of the covered military service member provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.

6. Rest and Recuperation
   To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.

7. Post-Deployment Activities
   To attend any official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status (i.e., arrival ceremonies or reintegration events); or to address issues that arise from the death of a covered military member while on active duty status.

8. Additional Activities
Other events that arise out of the covered military member's active duty or call to covered active duty status provided the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

Exhibit 3:

Family and Medical Leave Act (FMLA) Request Form

To be completed by employee and returned to their School Leader.

[School Name]

[School Address 1]

[School Address 2]

Employee Name	
Job Title	
Dated of Notification	

Reason for Leave:

□ Adoption of a Child

□ Placement of a Foster Child

□ Birth of a Child

□ Serious Health Condition of Employee

□ Serious Health Condition of Spouse, Child, or Parent

□ Qualifying exigency arising out of the fact that your □ Spouse □ Son/Daughter □ Parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves

□ You are the □ Spouse □ Son/Daughter □ Parent □ Next of kin of a covered service member with a serious injury or illness

Type of Leave Requested:

□ Continuous

□ Intermittent: Please explain: _____

□ Reduced Hours: Please explain: _____

Length of Request for Leave:

Date leave to start: _____

Date of anticipated return to work: _____

Other Pertinent Information:

Signature of Employee **Date**

Signature of (School Leader or other job title) **Date**

Exhibit 4:
Family and Medical Leave Act (FMLA)
Certification By Employee's Health Care Provider for Employee's Serious Illness
To be completed by employee's health care provider and returned to their School Leader.

Employee's Name	
Description of serious health condition (see attached description of "serious health condition" under FMLA.) Does the patient's condition qualify under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists. □ **Hospital Care** □ **Absence Plus treatment** □ **Pregnancy** □ **Chronic Conditions Requiring Treatments** □ **Permanent/Long-term Conditions Requiring Supervision** □ **Multiple Treatments (Non-Chronic Conditions)**	
Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):	
Date Condition Commenced:	
Probable Duration of Condition:	
Probable Duration of Present Incapacity (if different):	
Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee's serious health	

condition, including pregnancy? □ Yes □ No		
If so, please, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:		
Dates:		
Duration Per Episode:	**Hour(s) or**	**Day(s):**
Will the employee require leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups? □ Yes □ No		
If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):		
Frequency; Times Per	**Week(s)**	**Months(s)**
Duration Per Episode:	**Hours(s)**	**Day(s)**
Is the employee able to perform the essential functions of employee's position? **□ Yes □ No** **If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:**		
Health Care Provider's Name (please print):		
Health Care Provider's Signature:		
Date:		
Specialty/Type of Practice:		
Address:		
Phone Number:		
Fax Number:		

Exhibit 5:

Family and Medical Leave Act (FMLA)

Certification by Employee's Health Care Provider for Employee's Family Member Serious Illness

To be completed by employee's health care provider and returned to their School Leader.

Employee's Name	
Patient's Name	
Relationship to Employee	□ **Spouse** □ **Parent** □ **Child (under age 18 or if older and incapable of self care due to mental or physical disability)**
Description of serious health condition (see attached description of "serious health condition" under FMLA.) Does the patient's condition qualify under any of the categories described? If so, please check the applicable category. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists. □ **Hospital Care** □ **Absence Plus treatment** □ **Pregnancy** □ **Chronic Conditions Requiring Treatments** □ **Permanent/Long-term Conditions Requiring Supervision** □ **Multiple Treatments (Non-Chronic Conditions)**	
Describe the medical facts and/or treatment that meet the criteria of the serious health condition checked above (medical diagnosis/prognosis is not required):	

Date Condition Commenced:		
Probable Duration of Condition:		
Probable Duration of Present Incapacity (if different):		
Will the employee require leave on an intermittent or reduced schedule basis for planned medical treatment (e.g., follow-up treatment) of the employee's family member's serious health condition, including pregnancy? □ Yes □ No		
If so, please, please provide an estimate of the dates and duration of such treatment and any period(s) of recovery:		
Dates:		
Duration Per Episode:	**Hour(s) or**	**Day(s):**
Will the employee require leave on an intermittent or reduced schedule basis for the employee's family member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity (e.g. flare ups? □ Yes □ No		
If so, please provide an estimate of the frequency and duration of such episodes of incapacity (e.g., 3 times per 1 month lasting 1-2 days):		
Frequency; Times Per	**Week(s)**	**Months(s)**
Duration Per Episode:	**Hours(s)**	**Day(s)**
Is the employee able to perform the essential functions of employee's position? **□ Yes □ No** **If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:**		
Health Care Provider's Name (please print):		

Health Care Provider's Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	

Exhibit 6:

Family and Medical Leave Act (FMLA)

Certification by Employee of Qualifying Exigency for Military Family Leave

To be completed by employee's health care provider and returned to their School Leader.

Employee's Name:	
Name of Covered Military Member on Active Duty or Call to Active Duty Status:	
Relationship to Employee:	
Dates of Covered Military Member's Active Duty Service:	

Please check one of the following:

□ **A copy of the covered military member's active duty orders is attached.**

□ **Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.**

□ **I have previously provided my employer with sufficient documentation confirming the covered military member's active duty or call to covered active duty status in support of a contingency operation.**

Description of Qualifying Exigency (see attached description of a "qualifying exigency" under FMLA.) Does the need for leave qualify under any of the categories described? If so, please check the applicable category.

□ **Short Notice Deployment** □ **Military Events and Related Activities**

□ **Childcare and School Activities** □ **Financial and Legal Arrangements**

□ **Counseling** □ **Rest and Recuperation**

□ Post-Deployment Activities □ Additional Activities		
Please attach any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official, or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation is attached. □ Yes □ Not Available		
Approximate date exigency commenced or will commence:		
Probable duration of exigency:		
Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?	□ Yes □ No	
If so, estimate the beginning and ending dates for the period of absence:		
Will you need to be absent from work periodically to address this qualifying exigency?	□ Yes □ No	
Estimate the frequency and duration of each period of absence due to the qualifying exigency (e.g., 3x per month lasting 4 hours):		
Frequency; Times Per	Week(s)	Months(s)
Duration Per Event:	Hours(s)	Day(s)
Leave to Meet with a Third Party. Please complete this section if leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations). This information may be used by your employer to verify that the information contained on this form is accurate.		
Name of the Individual or Entity with whom you are meeting:	Title:	
Organization:		

Address:	
Telephone:	**Fax:**
Email:	
Briefly describe the purpose of the meeting:	
I certify that the information I provided above is true and correct to the best of my knowledge:	
Signature of Employee:	**Date:**

Exhibit 7:

Family and Medical Leave Act (FMLA)

Certification by Service Member's Health Care Provider for Caregiver Military Family Leave

Section 1. To be completed by the EMPLOYEE and/or the COVERED SERVICE MEMBER for whom the employee is requesting leave (This section must be completed before any of the below sections can be completed by a health care provider.]

Name of Employee Requesting Leave to Care for Covered Service Member:	
Name of Covered Military Service Member (for whom employee is requesting leave to care):	
Relationship to Employee:	□ **Spouse** □ **Parent** □ **Son** □ **Daughter** □ **Next of Kin**
Is the Covered Service Member a Current Member of the Regular Armed Forces, the National Guard or Reserves? □ **Yes** □ **No** **If yes, please provide the Covered Service Member's military branch, rank, and unit to which he/she is currently assigned:**	
Is the Covered Service Member assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? □ **Yes** □ **No** **If yes, please provide the name of the medical treatment facility or unit:**	

Is the Covered Service member on the Temporary Disability Retired List (TDRL)? **□ Yes □ No**
Describe the care to be provided to the Covered Service Member and an estimate of the leave needed to provide the care:

Section 2. For completed by: (1) a United Stated Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either (2) a United States Department of Veterans' Affairs ("VA") health care provider, (3) a DOD TRICARE network authorized healthcare provider; or (4) a DOD non-network TRICARE authorized private healthcare provider. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determination from an authorized DOD representative (such as a DOD recovery care coordinator). [Please ensure that Section 1 above has been completed before completing this section.] Please be sure to sign the form on the last page.

Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	
Specialty/Type of Practice:	
Address:	
Phone Number:	
Fax Number:	
Please check what type of provider you are:	□ **a DOD healthcare provider** □ **A VA healthcare provider** □ **a DOD TRICARE network authorized private healthcare provider** □ **a DOD non-network TRICARE authorized healthcare provider**
Medical Status	
Briefly state the medical facts regarding the Covered Service member's health condition for which FMLA leave is requested:	

Does the injury or illness render the Covered Service Member medically unfit to perform the duties of his or her office, grade, rank, or rating? □ Yes □ No
Was the condition for which the Covered Service member is being treated incurred in the line of duty on active duty in the armed forces? ? □ Yes □ No

Approximate date condition commenced:	
Probable duration of condition and/or need for care:	

Is the Covered Service member undergoing medical treatment, recuperation, or therapy? □ Yes □ No **If yes, please describe medical treatment, recuperation, or therapy:**
Covered Service Member's Need for Care By Family Member
Will the Covered Service Member need care for a single continuous period of time, including any time for treatment and recover? ? □ Yes □ No **If yes, estimate the beginning and ending dates for this period of time:** **Beginning:** **Ending:**
Will the Covered Service Member require periodic follow-up treatment appointments? **□ Yes □ No**
Is there a medical necessity for the Covered Service Member to have periodic care for these follow-up treatment appointments? ? □ Yes □ No
Is there a medical necessity for the Covered Service member to have periodic care other than for scheduled follow up treatment appointments (e.g., episodic flare-ups of medical condition)? This can include assisting in the Covered Service Member's recover.

□ **Yes** □ **No** **If yes, please estimate the frequency and duration of the periodic care (e.g., 2 times per month for 6 months lasting 3 days):**			
Frequency;	**Times Per**	**Week(s)**	**Months(s)**
Duration Per Event:		**Hours(s)**	**Day(s)**

Health Care Provider's Name (please print):	
Health Care Provider's Signature:	
Date:	

Equal Employment Opportunity

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

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

Discriminatory practices under these laws also include:

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

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

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

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

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

2. Title VII's prohibition against sex discrimination covers sexual harassment and pregnancy. Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Sexual harassment can occur in a variety of circumstances, including but not limited to:
    - The victim as well as the harasser may be a woman or man. The victim does not need to be of the opposite sex.
    - The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
    - The victim does not have to be the person harassed but could be anyone affected by the offensive conduct
    - Unlawful sexual harassment may occur without economic injury to or discharge of the victim
    - The harasser's conduct must be unwelcome.
    - Pregnancy, childbirth, and related medical conditions must be treated the same way as other temporary illnesses or conditions.

Age.

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

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

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

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

The ADEA is applicable to employers with 20 or more employees.
The Missouri Human Rights Act makes it a misdemeanor to discriminate in hiring and employment against individuals between the ages of 40 and 70.

Disability.

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

Drug and Alcohol Use.

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

Equal Pay.

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

1. Under the EPA, employers may not pay women and men different wags, where men and women perform work of similar skill, effort, and responsibility for the same employer under similar working conditions.
2. Employers may not reduce wages of either sex to equalize pay.

3. An employer may violate the EPA where a different wage was/is paid to a person who worked in the same job before or after an employee of the opposite sex.
4. An employer may also violate the EPA where a labor union causes the employer to violate the law.

Pregnancy.

The Pregnancy Discrimination Act (PDA) prohibits discrimination because of or on the basis of pregnancy, childbirth, or related medical conditions. Women affected by pregnancy, childbirth or related medical conditions must be treated the same for all employment-related purposes, including receipt of benefits, as other persons not so affected but similar in their ability or inability to work. PDA applies to employers with 15 or more employees.

Bankruptcy.

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

Equal Employment Opportunity Policy

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

SECTION 1. Equal Opportunity Employment
The School is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion, and contracted service. The School further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, national origin, or sexual orientation.

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

Workplace Harassment and Discrimination

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

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

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

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

Harassment Policy

NOTE: This policy and its exhibits DO NOT and should not be used to investigate a sexual harassment complaint under Title IX.****
The Board of Hogan Preparatory Academy adopts the following policy, effective on the date of adoption by the Board.

SECTION 1. Unlawful Harassment

SECTION 1.1. In accordance with applicable law, the Board of Hogan Preparatory 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. Hogan Preparatory 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. The Hogan Preparatory 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. Hogan Preparatory 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 Hogan Preparatory 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 School Leader, 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:

Gateway Tower II

400 State Ave., Suite 905

Kansas City, KS 66101

tel: 913-340-8810

Exhibit 1:

Responding to Agency Complaints of Harassment

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

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

8. Consider Obtaining Extensions of Time:
    - Be aware that agencies frequently will grant additional time for an employer to respond to the charge/complaint.
9. The EEOC Investigation:
    - The EEOC may dismiss the charges once it receives the school's response.
    - The next step may be a request for additional information or for interviews.
    - The EEOC will dismiss the charge if there is no evidence of harassment.
10. If the EEOC makes a cause determination, it will invite the employer to engage in settlement discussions prior to any litigation.

Exhibit 2:

Harassment Investigation Checklist

1. Decide upon the order in which investigation interviews will be conducted.
    - Complainant
    - Alleged harasser
    - Coworkers and other witnesses
    - Supervisors of the complainant and alleged harasser
    - Second interview with the alleged harasser to discuss any factual questions as a result of the investigation.

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

- Ask open ended, nonjudgmental questions.
- Use investigation interview forms where appropriate.
- Explain to all witnesses that retaliation will not be tolerated.
- Avoid the appearance of impropriety or favoritism in conducting interviews.
- Observe and record all physical and verbal reactions of witnesses.
- Do not record conclusions regarding credibility.
- Avoid judgmental statements or furthering of myths or stereotypes.
- Explore the effect of alleged harassment on the complainant and any others affected
  (*i.e.*, psychological, emotional, physical, and financial).

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

Drug Free Workplace

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

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

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

- A written notice advising applicants and employees that they will be subject to testing;
- a written policy statement disseminated to employees explaining the types of testing that will be conducted, how results will be kept confidential, disciplinary action that will be taken for confirmed test results or for refusing to take a test, the employee assistance program, and how to contest the results;
- testing of all applicants after extending an offer of employment;
- testing of any employee who is reasonably believed to be using drugs or alcohol based on observable facts;
- testing of any employee who causes or has contributed to a workplace injury resulting in loss of work time;
- testing of any employee after he or she completes a rehabilitation program (but not required if the employee voluntarily entered the rehabilitation program). If follow up testing is conducted, the frequency of testing shall be at least once a year for a two

year period following completion of the rehabilitation program and the employee shall not be given advance notice of the testing;

- proper collection and testing procedures (use of laboratories or onsite testing kits);

- maintenance of an employee assistance program or a resource file of independent assistance providers;

- semi-annual drug/alcohol abuse education programs for employees; and

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

Drug Free Workplace Policy

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

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

The School 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.

Hogan Preparatory 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. The School 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.

Jury Duty and Military Duty

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

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

Judicial, Military Duty, And Religious Leave Policy

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

SECTION 1. Purpose of Policy

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

SECTION 2. Types of Leave

SECTION 2.1. All Hogan Preparatory 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 Hogan Preparatory 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 Leader, but shall not be deducted from sick or personal leave

SECTION 3. Notice

SECTION 3.1. Employees shall provide in writing to their School Leader 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.

Employment at Will

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

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

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

Employment Status: At-Will or Contracted Employment Policy

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

SECTION 1. Employment Status.

SECTION 1.1. Employees of Hogan Preparatory Academy are considered (at-will or contracted) employees.

SECTION 1.2. Employees shall execute a(n) (At-Will Employment Agreement or Contract) demonstrating understanding of the conditions and expectations of employment at Hogan Preparatory Academy.

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

Exhibit 1:

Sample Employment At Will Agreement

This Employment Agreement ("Agreement") is made and entered into on _____, 20__ by and between Hogan Preparatory Academy whose place of business is located at 1331 East Meyer Blvd, Kansas City, MO 64131 (hereinafter referred to as "Employer") and _____ (insert employee's full name) whose present residence is _____ (insert employee address) ("hereinafter referred to as "Employee".)

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

1. DESCRIPTION OF DUTIES

A. Name of Position

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

B. Essential Job Functions and Duties

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

This will vary depending on the position.

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

C. Duty of Loyalty and Best Efforts

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that he or she shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business competitive with or contrary to Employer's business. The Employee further acknowledges

they will not engage in any form of activity that produces a "conflict of interest" with those of the Employer unless agreed to in advance and in writing.

D. Place and Hours of Employment

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

2. PERFORMANCE TERMS

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

Performance terms will vary.

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

3. COMPENSATION TERMS

A. Base Compensation

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

B. Additional Compensation [if applicable]

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

C. Exempt Status [if applicable]

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

OR

Non-Exempt Status [if applicable]

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

D. Incentive Programs

E. Expense Reimbursement

Employee [shall][shall not] be entitled to reimbursement of any or all authorized and reasonably incurred expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Employee must follow the school's financial policies and procedures with respect to advance authorization of reimbursed expenditures, and then timely provide Employer with an itemized account of all expenditures, along with suitable receipts.

F. Retirement

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

G. Salary Adjustments

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

4. BENEFITS

A. Insurance

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

B. Professional Licenses

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

C. Personal and Professional Leave

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

This policy covers all forms of personal leave including paid time off (PTO), holidays, bereavement, civic duty, and victim of crime leave.

Section 1. Paid Time Off (PTO)

1.1 **PTO must be earned before it can be used.**
The PTO benefit for all 10 and 11 month employees is intended for absences due to illness, personal emergencies, or for those rare special needs and obligations that cannot be addressed before or after the school day.

The PTO benefit for 12 month employees is an all-purpose time-off benefit to use for vacation, illness or injury, and personal business. Paid time off for eligible 12 month employees will begin to accumulate from the first day of the pay period coincident or following employment.

<u>10 and 11 Month Regular Full-Time Employees</u>

- 10 and 11 month regular full time employees will earn 8 hours a month for each month of their contract. 10 month regular full time employees will earn a total of 80 hours. 11 month employees will earn a total of 88 hours.

- 10 and 11 month regular full time employees may carry forward a total of 40 hours to the next fiscal year, beginning July 1st of each year.
- Excess hours for regular full time employees will be adjusted on June 30th and hours above the maximum carry forward amount of 40 hours may be eligible for reimbursement as described under PTO Reimbursement.

Regular Part-Time Employees

- Regular part time employees will earn a prorated number of hours a month based on the number of hours worked.
- Regular part time employees may carry forward a total of 40 hours to the next fiscal year, beginning July 1st of each year.
- Excess hours for regular part time employees will be adjusted on June 30th. Any excess hours above the maximum carry forward amount of 40 hours may be eligible for reimbursement as described under PTO Reimbursement.

12 Month Regular Full-Time Employees

- 12 month regular full time employees will earn hours based on the length of employment at HPA in accordance with the chart below:

Years of Service	Accrued Hours per Month	Accrued Hours per Year
1-3	10.7 hours	128.40 hours
4 & Beyond	14.7 hours	176.40 hours

- 12 month regular full-time employees may carry forward a total of 80 hours to the next fiscal year, beginning July 1st of each year.
- Excess hours for 12 month regular full time employees will be adjusted on June 30th and hours above the maximum carry forward amount of 80 hours may be eligible for reimbursement as described under PTO Reimbursement.

1.2 **PTO Reimbursement**

Reimbursement for employee unused PTO which is beyond the maximum carryover amount will be considered and approved by the HPA Board annually. This approval will be based on budget considerations and the financial health of the organization. The Board will vote on PTO reimbursement by no later than March of each fiscal year. **To the extent possible, the Board will work to approve some form of PTO reimbursement but will have the authority to modify the payout schedules shown below.*

- In order to qualify for PTO reimbursement, 10 and 11 month employees must not have taken any PTO after returning from spring break.

- If PTO reimbursement is approved, employees will receive their PTO reimbursement with the July 15th payroll.
- PTO reimbursement is based on the number of excess PTO hours and whether the employee will remain an HPA employee for the next fiscal year.
- PTO reimbursement for non-returning employees will be based on their total PTO hours.
- If the HPA Board approves PTO reimbursement, the payout will be determined as follows:

PTO REIMBURSEMENT FOR ALL STAFF LEAVING HPA

Number of Excess Hours	Reimbursement Amount*+
1-8 HOURS	$0
9-20 HOURS	$250
21-40 HOURS	$400
41-60 HOURS	$550
61-80 HOURS	$700
81-100 HOURS	$850
101-160 HOURS	$1000

PTO REIMBURSEMENT FOR ALL RETURNING STAFF

Number of Excess Hours	Reimbursement Amount*+
1-8 HOURS	$100
9-20 HOURS	$250
21-40 HOURS	$500
41-60 HOURS	$750
61+ HOURS	$1000

**** Reimbursement Amounts are provided as examples. Reimbursement amounts will be determined by the HPA Board as a part of their annual review of PTO reimbursement.***

+ 10 and 11 month employees who take PTO after spring break will not be eligible for PTO reimbursement.

Section 2. Holidays

HPA will grant paid time off to all full time employees on the holidays listed below, provided they fall within the normal work months for the individual. Part time employees are not eligible for holiday pay. Administration reserves the right to designate a holiday as a work day based on the needs of the school.

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Friday following Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)

Generally, a recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (such as PTO), holiday pay will be provided instead of the PTO benefit that would otherwise have applied. Holidays will not be counted as hours worked for the purposes of determining overtime pay.

Section 3. Bereavement

Up to 3 days of paid bereavement leave may be provided to regular full time employees. (If approved, this time is not counted against PTO balances.) HPA defines "immediate family" as spouse, partner, parent, grandparent, child, sibling, the employees' spouse's parent, partner, grandparent, child, or sibling. Employees may, with their supervisor's approval, use available PTO for additional time off as needed.

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. All requests for time off must be submitted through the current absence tracking software. Employees must provide documentation in the form of a funeral program or obituary to the office of Human Resources upon return to work.

Section 4. Civic Duty

4.1 Time Off to Vote

HPA encourages employees to fulfill their civic responsibilities by participating in elections.

Generally, employees are able to find time to vote either before or after their regular work schedule. In the unlikely event an employee's work schedule prevents him/her from voting during polling times, HPA will make arrangements for the employee to take time off to vote.

All requests for time off must be submitted through the current absence tracking software. Employees should request time off to vote at least two working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule. Time off for voting should be reported and coded appropriately on timekeeping records.

4.2 Time Off for Jury Duty

HPA encourages all employees to do their civic duty. HPA will cooperate fully with local, state and federal courts in allowing employees to serve on juries.

To qualify for paid jury or witness duty leave, employees must submit to his/her supervisor a copy of the summons as soon as it is received. All requests for time off must be submitted through the current absence tracking software. In addition, proof of service must be submitted to HPA HR when the period of jury or witness duty is completed. Of course, employees are expected to report for work whenever the court schedule permits.

Section 5. Time Off for Crime Victims

Employees who are crime victims will be allowed to take leave to consult with the district attorney or attend the criminal proceeding as provided under Missouri law. Documentation may be requested to support such requests for leave. HPA will comply with Missouri law regarding the granting of time off and the use of PTO for such time off.

D. Additional Benefits

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

SECTION 1. Eligible Employees

1.1 Employees of Hogan Preparatory Academy who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave and are employed at a 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.

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

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

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

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

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

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.

3.2 If both spouses work for Hogan Prep 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.

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.

3.4 Intermittent or Reduced Leave - An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. Hogan Prep will require a certification, in the form described in Section 3.7 below, to document the medical necessity of such intermittent leave.

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 their manager. 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.

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. HPA 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 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.

Hogan Prep 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 employer'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, Hogan Prep 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.

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 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.

Hogan Prep, at its own expense, may obtain the opinion of a second health care provider of its own choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, Hogan Prep may, at its own expense, obtain a third opinion from a health care provider upon which HPA and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both HPA and the employee.

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

Hogan Preparatory Academy may require an employee on FMLA leave to report periodically to their manager on the employee's status and intent to return to work.

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 of working days in the period during which the leave would extend, HPA 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, HPA 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.

In accordance with the Missouri Victims' Economic Security and Safety Act (VESSA), Hogan Preparatory 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

1.1 "Domestic violence" means abuse or stalking committed by a family or household member.

1.2 "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, and 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.

1.3 "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.

1.4 "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 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

3.1 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.

3.2 To obtain victim services from a victim services organization for the employee or their family or household member.

3.3 To obtain psychological or other counseling for the employee or their family or household member.

3.4 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.

3.5 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 scheduled 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 FMLA.

Section 5. Notice of need for Leave and Certification

Eligible employees must provide Hogan Preparatory 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 Deputy Superintendent 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, Hogan Preparatory 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 has sought assistance.
2. A police report or court record.
3. Other corroborating evidence.

This information must be provided to the Deputy Superintendent within a reasonable time after it is required by HPA. 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 Hogan Preparatory Academy. Employees seeking reasonable safety accommodation may be required by Hogan 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. If you believe you have been subject to retaliation or discrimination, you should report it to your manager.

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

5. TERMINATION

A. "At Will" Employment

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

6. COVENANTS

A. Non-Disclosure of Trade Secrets, Customer Lists, and Other Proprietary Information

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

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

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

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

***C.* Covenant to Notify Management of Unlawful Acts or Practices**

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

7. PROPERTY

A. Records and Work Products

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

B. Return Upon Termination

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

C. Copyrights, Inventions and Patents

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

8. INDEMNIFICATION FOR THIRD PARTY CLAIMS

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

9. MEDIATION AND BINDING ARBITRATION

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

10. LIMITATION OF DAMAGES

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

11. ATTORNEYS' FEES AND COSTS

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

12. MISCELLANEOUS PROVISIONS

A. Accuracy of Representations

Employee understands that any projections regarding the financial status or potential for growth of this Employer are matters of opinion only and do not constitute a legally binding representation. Employee agrees that they have had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

B. Notices

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

C. Entire Agreement

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

D. Modifications

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

E. Severability of Agreement

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

F. Waiver of Breach

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

G. Ambiguities Related to Drafting

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

H. Choice of Law, Jurisdiction and Venue

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

I. Submission to Drug Testing

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

J. Statute of Limitations

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

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

Prospective Employees

A. Interviewing

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

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

B. Offer Letters

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

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

C. Documentation

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

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

Additional information regarding new hire reporting can be found at the Missouri Department of Social Services New Hire Reporting website: http://dss.mo.gov/cse/newhire.htm

Federal immigration laws require employers to complete an INS Form I-9 to verify each employee's authorization to work in the U.S. The laws establish fines and criminal penalties for employers that knowingly hire unauthorized aliens. The laws also establish procedures for hiring on a temporary or permanent basis certain aliens, including skilled workers and professionals in occupations with shortages of qualified U.S. workers.

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

Professional Personnel Hiring and Recruitment Policy

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

SECTION 1. Authority to Hire
SECTION 1.1. The Governing Board shall approve through formal resolution or through an approved budget all positions for employment.
SECTION 2. Recruitment.
SECTION 2.1. All public announcements for positions and vacancies shall assure applicants of nondiscrimination on the basis of race, color, national origin, sex, age, religion, or handicap. Public announcements shall include only the following information: title of the position, full or part time status, salary range, job description, certification requirements, and start date.
SECTION 2.2. All job announcements for all certificated positions shall be published on the school's website and sent to appropriate third parties, including colleges, universities, The Missouri Charter Public School Association, and other agencies or employment organizations.
SECTION 2.3. Public notice shall be provided for no less than two weeks prior to hiring of a position.
SECTION 2.4. The School Leader or Governing Board may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.
SECTION 3. Qualifications
SECTION 3.1. Hogan Preparatory Academy shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. Hogan Preparatory Academy will give strong consideration to the following qualifications:

1. (**When applicable**) Demonstrated global awareness as evidenced by international travel or study abroad, ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences;
2. Advanced degrees;
3. High academic achievement;
4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds Hogan Preparatory Academy serves;
8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;
10. Demonstrated effective management and instructional practices;
11. Professionalism in demeanor and appearance;
12. Certification by a national certification agency;
13. Certification from the state of Missouri or eligibility for such; and
14. Willingness to work with athletics and extracurricular activities.

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

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

Personnel Evaluations Policy

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

SECTION 1. Staff Observations and Evaluations
SECTION 1.1. The Superintendent 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 their School Leader 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 their School Leader on at least an annual basis using an established evaluation instrument adopted by the Governing Board.
SECTION 1.4. The School Leader 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 the school's grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.

Employee Dress Code Policy

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

SECTION 1. Purpose of Employee Dress Code

SECTION 1.1. The purpose of establishing an employee dress code is to provide an example of appropriate attire that:

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

SECTION 1.2. All staff shall dress in a manner and style in accordance with administrative regulations set forth by the School Leader.

SECTION 2. Dress Code

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

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

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

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

- Shorts (except for physical education)
- Jeans, including overalls, of any color (acceptable only for special projects or activities or related to specific job assignments)
- Hats/headwraps
- Immodest dress such as a dress which is too short (more than three inches above the knees) or tight or otherwise revealing
- Oversized tee shirts and undershirts
- Leggings/spandex
- Tank tops
- See-through clothing
- Sundress without a jacket

- Clothing that exposes the midriff
- Extremely low cut dresses and blouses
- Exercise/jogging suit
- Other attire as deemed inappropriate by the School Leader

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

SECTION 2.5. In addition, some job functions necessitate attire that may otherwise be considered "inappropriate" (i.e., Physical Education teachers may wear exercise attire). Discretion of these instances is by the School Leader.

Staff Complaints And Grievances Policy

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

SECTION 1. Intent of the Policy
SECTION 1.1. The purpose of this policy is to provide a process for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.

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

SECTION 2. Definitions
SECTION 2.1. Complaint - A complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.

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

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

SECTION 2.4. School Leader - Employee possessing that degree of administrative authority.

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

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

SECTION 2.7. Board - The Governing Board of Hogan Preparatory Academy.
SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.
SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record
SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of Hogan Preparatory Academy who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements with which the school is required to comply.

SECTION 3.2 The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by Hogan Preparatory Academy's office via certified mail at the following address 1331 East Meyer Blvd, Kansas City, MO, 64131.

SECTION 4.2. The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

SECTION 4.3. The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

SECTION 4.4. The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

SECTION 4.5. At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.

SECTION 4.6 The overall time frame from the initiation of the complaint until rendition of the decision by the Governing Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

SECTION 4.7. Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be sent to the complainant by certified mail or hand delivered by a person designated by the School Leader within twenty (20) business days of the hearing.

SECTION 4.8. The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the School Leader either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

SECTION 4.9. If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Superintendent within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Superintendent will notify the School Leader or his/her designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to the School Leader.

SECTION 4.10 The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Governing Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the School Leader or the complainant.

SECTION 4.11. The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the School Leader presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing. A committee of the board will conduct the appeal proceeding within fifteen (15) working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

SECTION 4.12. The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

SECTION 5. Prohibited Reprisal Provision

SECTION 5.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant as a result of participation in the complaint process.

SECTION 6. Collection of Information

SECTION 6.1. Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.

Communicable Diseases Policy

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

SECTION 1. Purpose of Policy
SECTION 1.1. The Governing Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.
SECTION 2. Definitions.
SECTION 2.1. Communicable disease: a disease that can be directly or indirectly transmitted from one person to another.

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

SECTION 3. Protections

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

SECTION 3.2. A student or employee who is infected with a communicable disease or HIV infection will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Governing Board after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the School Leader it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

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

SECTION 4.1.1. Education and policy review shall include procedures to reduce the risk of transmitting communicable diseases and HIV infection, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.

SECTION 5. Identification of Potential Risks

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

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

SECTION 5.1. Once the student's or employee's medical condition has been determined, the School Leader shall consult with the student's or employee's physician, a public health official knowledgeable about the disease and/or a physician employed by the Governing Board at the option of the Board in order to determine whether reasonable accommodations will allow the student to perform in the classroom or other educational setting or the employee to meet the essential functions of his or her job.

SECTION 5.2. If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Governing Board programs or to be employed by the Board.

SECTION 5.3. In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a communicable disease, the School Leader is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

SECTION 5.4. The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

SECTION 6. Privacy Rights

SECTION 6.1. Neither the Board nor its employees shall disclose medical information about a student or employee with HIV infection or other communicable disease without the consent of the employee or the student or his or her parent or guardian, whichever is applicable, or only as required by law or court order.

Employment Application Policy

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

POSITION APPLIED FOR:_____

DATE: _____

Personal Data

_____

Last Name First Middle Social Security Number

_____

Street Address City State/Zip Code Telephone Number

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

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

_____

Are you available for out of town work?_____

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

When will you be able to start work?
_____

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

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

Have you ever applied to work here or worked here before? Yes /No

If yes, provide date: _____

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

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

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

Have you been convicted of a felony within the last seven years? Yes /No

Date of Conviction: _____ Note: Answering "yes" does not automatically exclude you from further consideration for the position. If yes, please explain on the Additional Comments section, including the penalty imposed. [**Note**: if in Kansas City, pursuant to ordinance 38-104, this question cannot be asked until after the applicant has been interviewed for the position]

Have you been convicted within the last seven years of misappropriation of funds, embezzlement or other dishonest conduct, an offense involving the use of a weapon, physical assault or other violent crimes? Yes No

If yes, please explain on the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Have you ever been a defendant in a civil action for an intentional tort (intentional commission of a wrongful act)? Yes/No

If yes, include nature of the intentional tort and the disposition of the action in the Additional Comments section. Note: Answering "yes" does not automatically exclude you from further consideration for the position.

Name:_____

Social Security:_____

Driving Record (Answer only if driving is a requirement of the job for which you are applying)

Do you have a valid drivers license? Yes /No

State_____ License No.:_____

Have you had any tickets? Yes /No

If yes, please explain:
_____
_____
_____

Has your license ever been suspended or revoked? Yes/ No

If yes, please explain:
_____
_____
_____

Do you have any DUI or DWI convictions? Yes/ No

If yes, please state when you were convicted and explain:
_____
_____
_____

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

_____
_____
_____
_____
_____

Education (May or may not be considered depending on job applied for)

Describe any educational degrees, skills, training or experience that are relevant to the job applied for:

Name, City and State of Educational Institution

Graduated? Yes /No

If no Degree, Credits earned

Type of Degree Received or Expected

Major

Minor

Grade Point

Overall GPA

High School

College or University

Technical/GED/Other

Licenses, Certifications/Other

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

School Name Telephone #

Address Dates EmployedFrom To

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

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State job titles and describe job duties

Reason for leaving

School Name Telephone #

Address Dates EmployedFrom To

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

---

State job titles and describe job duties

Reason for leaving

School Name Telephone #

Address Dates EmployedFrom To

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

---

State job titles and describe job duties

Reason for leaving

Please explain any gaps in your employment history:

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

Did you receive any discipline in the last 12 months of active employment? Yes /No

If yes, please explain:

_____
_____

_____

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

_____

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

_____

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

Military (Complete only if you served in the military)

Branch of Service:_____

Number of Years/Months of Service: _____

Rank at Discharge:_____

Date of Discharge:_____ Reason for leaving: _____

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

_____
_____
_____

APPLICANT'S ACKNOWLEDGMENT

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

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

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

I acknowledge that this application will remain active for 30 days from this date. If I have not heard from the School at the conclusion of this 30 day period, it is my responsibility to complete a new application if I still wish to be considered for employment.

Signature:_____

Date: _____

Employee Information Sharing Policy

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

Section 1. The School Leader 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. The School shall provide information about a former employee to another public school upon request.

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

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

Background Checks and Fingerprinting Policy

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

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. The School 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 the Deputy Superintendent and/or his or her designee (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. The School designates the following individuals to act as the LASO: Deputy Superintendent and/ or his or her designee.

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. Hogan Preparatory 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 Hogan Preparatory 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. Hogan Preparatory 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. The School 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 School LASO will contact the Missouri State Highway Patrol, CJIS Division, Trainer/auditor for assistance with Administrator rights to the MACHS portal.

14. The School 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

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

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

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 Hogan Preparatory 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 Deputy Superintendent 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, Hogan Preparatory 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 Deputy Superintendent within a reasonable time after it is required by Hogan Preparatory 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 onHogan Preparatory Academy. Employees seeking a reasonable safety accommodation may be required by Hogan Preparatory 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. If you believe you have been subject to retaliation or discrimination, you should report it to the Deputy Superintendent.

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

Digitization of Personnel Records

Hogan shall digitize personnel records in order to simplify school monitoring and reporting, and in order to more easily comply with public records requests and manage the transfer of records in case of school closure.

SECTION 4: SCHOOL OPERATIONS

Civil Rights, Title IX, Section 504 Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The School will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, prohibiting discrimination on the basis of disability in programs and activities receiving Federal financial assistance.

3. Title IX of the Education Amendments of 1972 (Title IX), as amended, prohibiting discrimination on the basis of sex in educational programs and activities receiving Federal financial assistance. The provisions of Title IX apply to students with regard to educational opportunities and freedom from harassment, employees with regard to employment opportunities and freedom from harassment, and to individuals with whom the Board does business.

4. The Age Discrimination Act of 1975, as amended, prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

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

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

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

Title IX Sexual Harassment Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

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

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

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

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

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

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

Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively 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 protest 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. Hogan Preparatory 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. The school shall provide notification to applicants for admission and employment, students, parents or legal guardians of students, and employees of the following:

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

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

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

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

Section 4. Response to Sexual Harassment
Section 4.1. If the school has actual knowledge of sexual harassment the school must respond promptly in a manner that is not deliberately indifferent.

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

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

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. The school 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 facility an inform 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. The school shall select an unbiased individual to serve as the decision-maker. This individual shall not be the Title IX coordinator or the investigator.

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

Section 5.5. Investigation of a Formal Complaint

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

Section 5.5.2. The school must obtain consent of a party to use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or paraprofessional acting 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. The school 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. The school may not limit who may be an advisor, however, the school may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions are applied equally.

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

Section 5.5.7. The school must provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the school does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party

can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the school must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The school must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

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.

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

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 the school'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.
- The school'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.

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

- Procedural irregularity that affected the outcome of the matter.

- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome.

- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

- The school may offer an appeal equally to both parties on additional bases.

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

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

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

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

Section 5.10. Consolidation.

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

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

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

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

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

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

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

Section 7. Recordkeeping
Section 7.1. The school must maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity.
- Any appeal and the result of that appeal.
- All training materials.

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

Antisemitism Model Policy

The Governing Board of Hogan Preparatory Academy] adopts the following policy effective in September , 2026 that the policy is adopted by the Board.

1. Purpose

All persons are equal before the law and are entitled to equal rights and opportunities under Article I, Section 2 of the Missouri Constitution and the Fourteenth Amendment to the United States Constitution. The School condemns discrimination in all forms.

Antisemitism is a form of discrimination. The purpose of this policy is to address discrimination, harassment, intimidation, and denial of equal access arising from antisemitism at the School, consistent with the constitutional rights of all persons and with Missouri House Bill 2061 (2026), which is now Missouri law at Sections 160.014 and 160.015, RSMo.

2. Definitions

2.1 "Antisemitism" means the International Holocaust Remembrance Alliance's (IHRA) Working Definition of Antisemitism, as adopted on May 26, 2016, and as required by Missouri House Bill 2061 (Section 160.014, RSMo): a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities. The following are examples: Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion. Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective —such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.

Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews. Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).

Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust. Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations. Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor. Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation. Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.

Drawing comparisons of contemporary Israeli policy to that of the Nazis. Holding Jews collectively responsible for actions of the state of Israel.

3. Prohibited Conduct

3.1 The definition of antisemitism in Section 2 of this policy, together with theprohibited conduct described in this Section 3, is incorporated into the School's student, faculty, and employee codes of conduct.

3.2 Any harassment of or discrimination against students or employees, or harassment or discrimination resulting from institutional policies or programs on the School's campus, that is motivated by or including antisemitism, shall be treated in an identical manner to discrimination motivated by race and shall be strictly prohibited.

3.3 Any conduct at or by the School that creates an atmosphere or circumstance in which individuals working at, visiting, or attending the School are impeded from their normal course of work, study, or access to the School and the School's services and facilities, either by physically impeding such activity or by creating an atmosphere of fear or intimidation, shall be strictly prohibited.

3.4 Prohibited conduct relating specifically to antisemitism is incorporated into the School's student, faculty, and employee codes of conduct and shall include penalties for harassment of and discrimination against Jewish students and employees, consistent with the antidiscrimination regulations promulgated under Title VI of the federal Civil Rights Act of 1964, as amended, by the United States Department of Education and the United States Department of Justice. Consistent with those regulations, the School may not, on the ground of race, color, or national origin, including conduct motivated by or including antisemitism, discriminate against any individual in the provision of any disposition, service, financial aid, or benefit under a School program or activity, including admission, participation, and access to School facilities.

3.5 Any student or employee who violates this policy, including by engaging in harassment of or discrimination against Jewish students or employees motivated by or including antisemitism, will be subject to disciplinary action consistent with the School's applicable disciplinary policies and codes of conduct, up to and including [insert maximum penalty] for students and up to and including [insert maximum penalty] for employees.

3.6 Criticism of Israel that is similar to criticism directed toward any other country shall not be construed to be antisemitic. In evaluating a complaint regarding speech that criticizes Israel, the School shall consider whether the speech is explicitly related to public policy or applies materially inconsistent standards, expectations, or condemnation to Israel as compared with other nations in comparable circumstances. Such consideration is one factor among the totality of the circumstances and is not independently determinative of whether the speech is antisemitic. This Section applies only if the conduct relating to the speech is also determined to create an atmosphere or circumstance in which individuals working at, visiting, or attending the School, or the School's services and facilities, are impeded either by physically impeding such activity or by creating an atmosphere of fear or intimidation.

3.7 This policy does not limit or restrict any right protected by the First Amendment to the United States Constitution or by the Constitution of Missouri.

3.8 This policy is intended to be consistent with, and does not conflict with, federal or state discrimination laws.

4. General Nondiscrimination Protections

4.1 The School must not discriminate against a student or employee based on race, ethnicity, national origin, sex, disability, religion, or marital status.

4.2 No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any School program or activity, or in any employment condition or practice at the School, based on race, ethnicity, national origin, sex, disability, religion, or marital status.

4.3 The School's admission criteria for any program or course must not have the effect of restricting access based on race, ethnicity, national origin, sex, disability, religion, or marital status.

4.4 All of the School's classes must be available to all students without regard to race, ethnicity, national origin, sex, disability, religion, or marital status. This does not eliminate programs designed to meet the needs of students with limited English proficiency, gifted students, students with disabilities, or students with other special needs.

4.5 Guidance, counseling, and financial assistance services at the School must be available to all students equally and provided the same way, regardless of race, ethnicity, national origin, sex, disability, religion, or marital status.

4.6 All education programs, activities, and opportunities offered by the School must be available without discrimination based on race, ethnicity, national origin, sex, disability, religion, or marital status.

4.7 Sections 3.7 and 3.8 of this policy — which protect First Amendment rights and confirm that this policy does not conflict with federal or state discrimination laws — also apply to this Section 4.

5. Complaints, Investigation, and Enforcement

5.1 The School must report incidents and complaints of antisemitic discrimination or harassment to the Title VI coordinator at the Missouri Department of Elementary and Secondary Education ("DESE"). Students, parents, faculty, and staff may submit complaints of antisemitic discrimination and harassment through DESE's Title VI coordinator's reporting process, or through the School's internal reporting channels.

5.2 If, after a reasonable investigation, DESE's Title VI coordinator finds that the School has engaged in, allowed, or failed to sufficiently prohibit antisemitic discrimination or harassment consistent with this policy, DESE

will notify the School in writing. The School must then address the issues identified within thirty (30) days after receiving that notice.

5.3 If, after that thirty-day period, DESE's Title VI coordinator determines that the School has not taken the necessary actions to address the issues identified, DESE will report that finding to the U.S. Department of

Education and the U.S. Department of Justice by filing a complaint under Title VI of the federal Civil Rights Act of 1964, as amended.

Official School Year And School Day Model Policy[9] [revised December 2024]

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The Board will annually adopt a school calendar that provides for 1,044 hours of pupil attendance and 169 school days. Hours and days, in excess of the state required minimum, may be recommended by the School Leader and approved by the Board.

The length of the school day shall be at least 6.5 hours per day after a lunch period has been subtracted.

The School shall be required to make up the first 36 hours of school lost or canceled due to inclement weather and half the number of hours lost or canceled in excess of the 36 make-up hours if the make-up of the hours is necessary to ensure the students attend a minimum of one hundred forty-two days of school and 1,044 hours for the school year.

The School shall be exempt from making up, up to 36 hours of school, lost or canceled to due to exceptional or emergency circumstances[10] if the School has an alternative methods of instruction plan approved by the department of elementary and secondary education.

[9] Op. App B.
[10] For purposes of this Policy, exceptional or emergency circumstances shall include, but not be limited to, inclement weather, a utility outage, or an outbreak of a contagious disease.

Alternative Methods of Instruction Plan Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Section 1. Alternative Methods of Instruction Plan Approval
Section 1.1. The School 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 the school 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 school 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. The school 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

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Approval of Annual Calendar
SECTION 1.1. The School Leader or his/her designee shall submit for approval by the Governing Board a calendar for the upcoming school year no later than February each preceding year. The calendar shall specify the dates of the school year for students, the work year for staff, holidays and breaks, and other critical activities and events. The annual calendar shall comply with the School's policies and applicable laws and regulations.

SECTION 1.2. No later than the last regularly scheduled board meeting in May, 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 August 15.

SECTION 2. Authorization to Revise the Annual Calendar
SECTION 2.1. The Governing Board, upon recommendation by the School Leader or his/her designee has the authority to make changes to the official school calendar through a duly adopted board resolution.

Fiscal Year Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

School Annual Report Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

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

Public Inspection Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

1. The School shall make available for public inspection, and provide upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the LEA in which the school is located the following information:

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 the School and the educational management organization or the charter management organization for services. The charter school may charge reasonable fees, not to exceed the rate specified in section 610.026, RSMo for furnishing copies of documents under this subsection.

2. The school website shall contain a searchable expenditure and revenue document or database detailing actual income, expenditures, and disbursements for the current calendar or fiscal year.

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.

Title I Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Section 1. Parent Involvement

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

Section 2. Reporting Requirements

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

Equal Educational Opportunity Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The School 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.

The School'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

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

Student Educational Records Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

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

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

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

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

Health Information Records Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

School Safety Plan and Emergency Closing Procedures Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. School Safety Plan:
The School will cooperate fully with local emergency management preparedness authorities to develop and implement an emergency management preparedness program addressing man-made and natural disasters.

SECTION 2. Emergency Suspension of School Operations or Activities
SECTION 2.1. The School shall abide by school closures for Kansas City Public School System.

SECTION 2.2. The Governing Board further authorizes the School Leader 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 School Leader 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 School Leader 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 Superintendent 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 School Leader or his/her designee shall communicate with students and parents in a timely manner regarding the cancellation of these activities.

Communicable Diseases Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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 School Leader 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.

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

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

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

The School will implement reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health publication PACH-16, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the office of the School Leader.

Distribution of Medicine Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. School Distribution and Administration of Medication
Section 1.1. The school nurse (or another employee designated by the School Leader 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:

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.

Section 1.2. The School reserves the right to refuse to administer certain types of medication (at the discretion of the school nurse or other employee authorized by the School Leader's or his/her designee) when such administration could prove harmful to staff or student without proper training or direction of a physician.

Section 2. Student Possession and Self-Administration of Medication
Section 2.1. The school shall grant any student authorization for the possession and self-administration of medication to treat the student's chronic health condition, including but not limited to asthma or anaphylaxis if:

Section 2.1.1. A licensed physician prescribed or ordered such medication for use by the pupil and instructed such pupil in the correct and responsible use of such medication;

Section 2.1.2. The pupil has demonstrated to the pupil's licensed physician or the licensed physician's designee, and the school nurse, if available, the skill level necessary to use the medication and any device necessary to administer such medication prescribed or ordered;

Section 2.1.3. The pupil's physician has approved and signed a written treatment plan for managing the pupil's chronic health condition, including asthma or

anaphylaxis episodes and for medication for use by the pupil. Such plan shall include a statement that the pupil is capable of self-administering the medication under the treatment plan;

Section 2.1.4. The pupil's parent or guardian has completed and submitted to the school any written documentation required by the school, including the treatment plan and the liability statement.

Section 2.1.5. The pupil's parent or guardian has signed a statement acknowledging that the school district and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil or the administration of such medication by school staff. Such statement shall not be construed to release the school district and its employees or agents from liability for negligence.

Section 2.2. Pupils authorized to possess and self-administer medication may possess and self-administer such medication while in school, at a school-sponsored activity, and in transit to or from school or school-sponsored activity

Section 2.3. Such authorization shall only be effective for the school year in which it is granted. Such authorization shall be renewed by the student's parent or guardian each subsequent school year.

Section 2.4. Any current duplicate prescription medical, if provided by a student's parent or guardian or by the school shall be kept at the school in a location at which the student or school staff has immediate access in the event of an asthma or anaphylaxis or other emergency.

Section 2.5. The written treatment plan, liability statement, and any other written documentation shall be kept on file at the school in a location easily accessible in the event of an emergency.

Immunizations Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. All students attending Hogan Preparatory Academy are required to be in compliance with state law mandating immunization against specific diseases. 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.

SECTION 2. The School Leader 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.

Transportation Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Car Riders
SECTION 1.1. When the parent or guardian chooses this method of alternative transportation the parent or guardian will drop off or pick up the student(s) to and from school daily.

SECTION 1.2. To ensure the safety of all students, staff, and visitors, the School Leader or his/her designee shall establish procedures including, but not limited to: authorization processes for drop off, dismissal, and pickup, drop off and pick up times, routes, supervision, and load/unload processes. These procedures shall be published in the student handbook each year and updated periodically as needed for efficiency and safety.

SECTION 1.3. Parents, guardians, day-care buses/vans, and other authorized individuals dropping off or picking up students shall comply with all procedures set forth by the School Leader or his/her designee. The School Leader or his/her designee is authorized to take measures (including prohibiting access to the property) to address habitual non-compliance with the School's transportation policy and procedures that jeopardizes the safety of students, staff, and visitors or impedes the efficiency of arrival and dismissal processes.

SECTION 1.4. The School will accept or release students from the car rider area only to the care of a parent or guardian or other individual previously approved in writing by the parent or guardian.

SECTION 2. Busing

SECTION 2.1. Students may be transported to and from school in vehicles owned by the local transportation companies or other approved vehicles, including charter buses or vans, which are compliant with applicable laws and regulations related to transporting students.

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

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

SECTION 3. Walking and Biking.
SECTION 3.1. Hogan Preparatory Academy's Governing Board recognizes the benefits of exercise, including walking and biking. However, to ensure the safety of all students, Hogan Preparatory Academy prohibits unaccompanied minors under the age of 18 from walking or biking to and from school where established cross walks, crossing guards, or signage on streets within 1 mile of the School are not present.

SECTION 4. Field Trips and Off-site Events

Section 4.1 For field trips and other off-site events where transportation is provided, Hogan Preparatory Academy shall procure the permission and medical release for students by parents or guardians and shall maintain records in accordance with the approved records retention schedule.

SECTION 4.2. Transportation for field trips and off-site events is subject to the requirements of this Policy.

SECTION 4.3 For school-sponsored events, such as field trips, priority of transportation to be used should be in the following order:

1. System or school owned buses
2. Alternate transportation
3. School employee's private vehicles
4. Parent's private vehicles

Building Maintenance Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date of adoption by the Board.

Safe and adequate grounds shall be maintained for the educational and recreational programs providing at the School. The Governing Board shall maintain the building(s) and equipment though a continuous program of assessment, repair, reconditioning, and remodeling. The Board's Facilities Committee, in collaboration with the School Leader or his/her designee shall develop and implement capital improvement projects that ensure proper maintenance of the school in accordance with the approved budget.

The School Leader or his/her designee shall manage janitorial and custodial staff in maintaining all school facilities and grounds.

Student Group Use of Facilities Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date of adoption by the Board.

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

Procurement Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date of adoption by the Board.

SECTION 1. Procurement of Goods and Services.

SECTION 1.1. Any procurement of goods and services up to $10,000 shall be made by the Superintendent, Chief Finance and Accountability Officer, and/or his or her designee. Any procurement of goods and services greater than $10,000 but less than $250,000 shall require price and rate quotes to be obtained from at least two qualified vendors. Any procurement of goods and services exceeding $250,000 shall require the release of a request for proposal (RFP), with the exception of renewal contracts in good standing. Renewal contracts in good standing—in excess of $10,000—only require Governing Board approval.

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

SECTION 2.2. The School shall not purchase any goods or services from any member of the Governing Board, an immediate family member of any member of the Governing Board nor from any entity in which any member of the Governing Board or an immediate family member of a Governing Board member may benefit from such a procurement, unless authorized by the Governing Board after a full disclosure of the conflict of interest or any potential conflict of interest and after the consideration set forth in Section 1.1.

SECTION 2. This policy applies to purchases made using non-federal funds. As a condition of the receipt of certain federal funds, federal procurement requirements still apply.

Policy updated May 18, 2026

Solicitations of Staff and Students Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Approval of Solicitation
SECTION 1.1. School employees have the right to privacy and shall have the freedom to perform professional duties in an environment uninterrupted by solicitations from colleagues or from outside agencies without approval of the School Leader or his/her designee. Solicitation within the school must have prior approval of the School Leader or his/her designee.

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

SECTION 1.3. No fundraising organizations shall be permitted to solicit funds from students or employees without prior approval from the School Leader or his/her designee. Charitable organizations' solicitations must be approved annually.

SECTION 1.4. Door-to-door collection shall be prohibited for all students.

Student and Classroom Observations Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Classroom Observations.
SECTION 1.1. While the School 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 the School 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 School Leader 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. School Leader 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 School Leader or his/her designee.

SECTION 1.5. Upon request, School Leader 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 School Leader 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

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The Board shall abide by the compulsory attendance laws of the state, with the exception of those students who may be excused from full-time attendance by the School Leader. Individual petitions for any deviation from full-time attendance shall be considered by the School Leader 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. Attendance Rules.

SECTION 4.1. Absences will be classified as excused or unexcused absences. The following circumstances are excused absences:

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

SECTION 4.2. Unexcused absences are all failures to attend school for a reason other than one listed in Section 4.1.

SECTION 4.3. If a student is absent from school, the student must bring a written excuse the day the student returns to school.

SECTION 4.4. When the student is absent, the school will attempt to contact the parent/guardian to determine the cause of absence. However, a written excuse must be brought, whether or not contact with a parent/guardian is made by phone. The School Leader's designee for absentee calls will maintain an accurate phone log.

SECTION 4.5. All school-work missed due to absence must be made up by the student within a reasonable time or the student risks not receiving credit for the missed work. It is the student's responsibility to make arrangements with the teacher for make-up work.

SECTION 4.6. In order to participate in an extracurricular or after school activity, a student must be in attendance on the school day of the activity.

SECTION 4.7. For each absence beyond ten (10), students must bring an excuse from a doctor, dentist, health center, etcetera, or court for the absence(s) to be excused.

Student Attendance and Accounting Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

An accurate accounting of student attendance, transportation, and food service shall be kept by the School. Such records shall be kept in accordance with all applicable laws and regulations.

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

Eye Protection Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Every student, teacher, and visitor is required to wear an industrial quality eye protective device when participating in or observing any of the following:
(1) Vocational, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: Hot molten metals, or other molten materials; milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding, or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials;
(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.

Textbooks Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

SECTION 1. The term "textbook" means workbooks, manuals, or other books, whether bound or in loose-leaf form, intended for use as a principal source of study material for a given class or group of students, a copy of which is expected to be available for the individual use of each pupil in such class or group.
SECTION 2. The school shall purchase and loan free all textbooks for all children who are enrolled in grades kindergarten through twelve, and may purchase textbooks and instructional materials for prekindergarten students.
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.

Parents and Student Complaints and Grievances Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

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

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

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

1. **Classroom related concerns** – teachers
2. **School related concerns** (including policies, procedures, administration, unresolved classroom related concerns, etc.) – School Leader
3. **Appeals** – Governing Board Grievance Committee

Decisions rendered by the Governing Board shall be considered final.

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

SECTION 3. All Appeals to the Governing Board Grievance Committee must be submitted in writing and submitted through the Superintendent or his/her designee to the Board requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board may be conducted in a closed session upon the request of either the Board or the complainant.

Technology Acceptable Use Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Internet Use and Safety.
The School recognizes that computers and the Internet have educational purpose when used properly. The School will take all measures necessary to provide individual users, both students and administrators, with the understanding and skills necessary to use the Internet appropriately in ways that meet educational needs and personal safety. However, there is always the risk that some students might encounter information on the Internet that could be of potential harm or inappropriate to the student. While the School will inform students on the appropriate use of email and Internet safety and will take all necessary measures to ensure students use computers and the Internet consistent with the terms of this policy, due to the uncontrollable nature inherent to the Internet, the School cannot guarantee the Internet and computer environment for its students. The School does comply with the Children's Internet Protection Act (CIPA) and uses available filtering software. Required (See Section 182.827 RSMO, if no filtering software is used the board must adopt additional policies).

SECTION 1.1. The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

SECTION 2. Staff Responsibilities for Use of Technology

- Develop and help students develop the skills needed to discriminate among information sources, to identify information appropriate to age and developmental levels, and to evaluate and use information to meet educational goals;
- Supervise and/or monitor all to whom one grants access to technology resources regarding implementation of this policy;
- Take an active role in ensuring that students and their parents are aware of the individual student's responsibility to use technology resources in an ethical and educational manner.
- Supervise student Internet and computer usage.

SECTION 3. Student Responsibilities for Use of Technology

- Obtain parental permission before using any school computer on the Internet
- Never give out personal or family information such as phone numbers, credit card numbers, or home addresses.
- Never arrange for a face-to-face meeting with a stranger and never respond to abusive or suggestive messages. Report all such instances immediately to a teacher or member of the technology staff.
- Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.

SECTION 4. Network User Responsibilities

- Use of the LEA's technology resources must be in support of education and research consistent with the educational objectives of the School.
- Comply with all rules and laws regarding access and copying of information as prescribed by Federal, State, or local law, and Internet providers.
- Be polite and appropriate. Adhere to all standards of courtesy, etiquette, and existing board policies as they may be interpreted to apply to technology resources.
- Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known breeches of security must be reported to the School Leader or authorized School Leader.
- Be aware that network files and electronic mail are not guaranteed to be private. School technology personnel shall have access to all files.
- Do not permit others to use your account.

SECTION 5. Unacceptable Uses Include, but are not limited to:

- Providing unauthorized or inappropriate access to LEA technology resources.
- Any attempt to harm or destroy data of another user or other networks connected to the Internet.
- Activities involving the loss or unauthorized use of others' work.
- Distribution or use of obscene, abusive, or threatening material, including child pornography and any other material that is harmful to minors Material that is harmful to minors is any picture, image, graphic image file, or other visual depiction that (a) taken as a whole and with respect to minors, appeals to the prurient interest in nudity, sex, or excretion; (b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
- Knowingly wasting technology resources.
- Physical abuse of the equipment.
- Using technology resources in ways that violate school policies and behavior standards.
- Degrading or disrupting equipment or system performance.
- Installing unauthorized software on school computers, or any violation of copyright established for computer software.
- Knowingly uploading or creating computer viruses.

SECTION 6. Internet Use Agreement

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

SECTION 7. Transmission of any material in violation of any federal or state regulation is prohibited.
This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

Drug Free Schools Policy

The Governing Board of Hogan Preparatory Academy adopts the following regulation effective on the date that the policy is adopted by the Board.

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, the School 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. The School 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. The School 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

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

No fees shall be charged for enrollment, supplies, 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. This would include their school issued laptop and/or hotspot(if needed) that requires a refundable deposit(as long as the equipment is free from damage except from normal wear and tear) so that the student will be able to complete course work at home.

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.

Student Records Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The School will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

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

SECTION 3. 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.

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

Record Digitization
Hogan shall digitize student records in order to simplify school monitoring and reporting, and in order to more easily comply with public records requests and manage the transfer of records in case of school closure.

Reporting of Child Abuse and Neglect Policy

The Governing Board of Hogan Preparatory Academy adopts the following regulation effective on the date that the policy is adopted by the Board.

SECTION 1. Mandatory Reporters
The following individuals are mandatory reporters:

1. Teacher
2. Principal
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 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.

Discipline Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Purpose
SECTION 1.1. The School'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, the School prefers to reassign disruptive students to alternative educational settings rather than to suspend or expel such students from school.

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

The Board authorizes the immediate removal of a student upon a finding by a School Leader 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 School Leader 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 School Leader. 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 School Leader 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 Leader 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 (or school bus) for one to ten school days. The School Leader 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 (or school bus) 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 School Leader 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 (or school bus) for a specified period of time beyond the current semester. Only the Student Evidentiary Hearing Committee or the school's Governing Board may impose expulsion.

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

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 School Leader, 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 the prom or graduation exercises] if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the School Leader for permission for the student to participate in school-sponsored activities. If denied permission by the School Leader, the parent or guardian may appeal to the school's Governing Board. The Board's decision shall be final.

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 School Leader 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 School Leader 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 School Leader, 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 the School's policy and must be documented in the student's discipline record in accordance with law:

1. Any act of school violence or violent behavior.

2. Any offense that occurs on school property, on school transportation or at any school activity and that is required by law to be reported to law enforcement officials.

3. Any offense that results in an out-of-school suspension for more than ten school days.

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 School Leader 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 School Leader 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 following are descriptions of prohibited conduct as well as potential consequences for violation. In addition to the consequences specified here, school officials will notify law enforcement and document violations in the student's discipline file pursuant to law and Board policy.

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion. Restitution if appropriate.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion. Restitution if appropriate.**

Assault

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

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

First Offense:	**Expulsion.**

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

First Offense:	**School Leader/Student conference, suspension or revocation of parking privileges, detention, in-school suspension, or 1-10 days out-of-school suspension.**
Subsequent Offense:	**Revocation of parking privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.**

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

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

Bus or Transportation Misconduct– Any offense committed by a student on, while waiting for, or entering transportation provided by or through the school shall be punished in the same manner as if the offense had been committed at the student's assigned school. In addition, transportation privileges may be suspended or revoked.

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

First Offense:	**Nullification of forged document. School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.**
Subsequent Offense:	**Nullification of forged document. Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.**
Subsequent Offense:	**Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Disruptive Conduct or Speech – Verbal, written, pictorial or symbolic language or gesture that is directed at any person and that is disrespectful, rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings or that materially and substantially disrupts classroom work, school activities or school functions. Students will not be disciplined for speech in situations where it is protected by law.

First Offense:	**School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.**
Subsequent Offense:	**Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Drugs/Alcohol

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

First Offense:	**School Leader/Student conference, in-school suspension or 1-180 days out-of-school suspension.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion.**

2. Possession, use of, or attendance while under the influence of or soon after consuming any unauthorized prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

First Offense:	**School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion.**

3. Sale, purchase, transfer or distribution of any prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

First Offense:	**Expulsion.**

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.**
Subsequent Offense:	**In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Failure to Meet Conditions of Suspension – Coming within 1,000 feet of any public school in the LEA while on suspension for an offense that requires reporting to law enforcement or for an act of school violence or drug-related activity. See section of this regulation entitled, "Prohibition Against Being On or Near School Property During Suspension."

In determining whether to suspend or expel a student, consideration shall be given to whether the student poses a threat to the safety of any child or school employee and

whether the student's presence within 1,000 feet of the school is disruptive to the educational process or undermines the effectiveness of the school's disciplinary policy.

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

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

First Offense:	**Restitution. School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**Restitution. In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.**
Subsequent Offense:	**In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Harassment/Discrimination– Use of verbal, written or symbolic language based on race, color, religion, sex, national origin, ancestry, disability, age or any other characteristic that

has the purpose or effect of unreasonably interfering with a student's educational environment or creates an intimidating, hostile or offensive educational environment. Examples of illegal harassment include, but are not limited to, graffiti, display of written material or pictures, name calling, slurs, jokes, gestures, threatening, intimidating or hostile acts, theft or damage to property.

First Offense:	**School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

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

First Offense:	**School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion.**

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.**
Subsequent Offense:	**Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Sexual Harassment/Discrimination

1. Use of unwelcome verbal, written or symbolic language based on gender or of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational environment or creates an intimidating, hostile or offensive educational environment. Examples of sexual harassment include, but are not limited to, sexual jokes or comments, requests for sexual favors and other unwelcome sexual advances.

First Offense:	**School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

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

First Offense:	**School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion.**

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

First Offense:	**School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Technology Misconduct

1. Unauthorized use of cellular telephones, personal computers, or unauthorized use of electronic devices during instructional time.

First Offense:	**Teacher/Student conference, temporary confiscation of device, and/or detention.**
Subsequent Offense:	**Teacher/Student conference, School Leader/Student conference, temporary confiscation of device, detention, or 1-180 days out-of-school suspension.**

2. Attempting, regardless of success, to gain unauthorized access to technology system or information; to use LEA technology to connect to other systems in evasion of the physical limitations of the remote system; to copy LEA files without authorization; to interfere with the ability of others to utilize LEA technology; to secure a higher level of privilege without authorization; to introduce computer "viruses," "hacking" tools, or other disruptive/destructive programs onto or using LEA technology; or to evade or disable a filtering/blocking device.

First Offense:	**Restitution. School Leader/Student conference, loss of user privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.**
Subsequent Offense:	**Restitution. Loss of user privileges, 1-180 days out-of-school suspension, or expulsion.**

3. Violation other than those listed in (2) or of the Board Technology Acceptable Use Policy or regulations, administrative procedures or netiquette rules governing student use of LEA technology.

First Offense:	**Restitution. School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.**
Subsequent Offense:	**Restitution. Loss of user privileges, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Theft

Theft, attempted theft or knowing possession of stolen property.

First Offense:	**Return of or restitution for property. School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.**
Subsequent Offense:	**Return of or restitution for property. 1-180 days out-of-school suspension or expulsion.**

Threats or Verbal Assault

Verbal, written, pictorial or symbolic language and/or gestures creating a reasonable fear of physical injury or causing school property damage. Threats by students, whether made on campus or off school grounds, which constitute a “true threat” against the LEA, its students or employees, will be immediately reported to law enforcement officials and will subject the student to suspension and a possible referral for expulsion. The definition of “true threat” shall be construed in accordance with applicable law and encompasses those statements that a reasonable recipient would view as a serious threat of violence or death.

First Offense:	**School expulsion.**

Subsequent Offense:	**In-school suspension, 1-180 dLeader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or eays out-of-school suspension, or expulsion.**

Tobacco

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

First Offense:	**School Leader/Student conference, in-school suspension or 1-180 days out-of-school suspension.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion.**

Truancy

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

First Offense:	**School Leader/Student conference, detention, or 1-3 days in-school suspension.**
Subsequent Offense:	**Detention or 3-10 days in-school suspension.**

Unauthorized Entry

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

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

Vandalism

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

First Offense:	**Restitution. School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**Restitution. In-school suspension, 1-180 days out-of-school suspension, or expulsion.**

Weapons

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

First Offense:	**School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension, or expulsion.**
Subsequent Offense:	**1-180 days out-of-school suspension or expulsion.**

2. Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in section 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)

First Offense:	**One calendar year suspension or expulsion, unless modified by the Board upon recommendation by the superintendent.**
Subsequent Offense:	**Expulsion.**

Threats of Violence Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Policy.
It is the policy of the Governing Board to take all reasonable steps to provide a safe environment for students and staff. To that end, any threat by any individual directed toward another which if carried out would pose a potential danger to the life and safety of students and/or staff should be regarded and treated seriously.

SECTION 2. Responsibility for Reporting
SECTION 2.1. Any student who receives information concerning such a threat should immediately report that information to a teacher, counselor, or school administrator. The failure of a student to report such information may be treated as a disciplinary problem.

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

SECTION 3. Administrative Action.
SECTION 3.1. The School Leader or his/her designee should take immediate steps to investigate and determine the factual circumstances of the threat and then determine the appropriate action to respond to it. Such action may include disciplining the student(s) involved as appropriate under school rules, contacting the parents of the student(s) involved, contacting appropriate law enforcement or other officials.

SECTION 3.2. Whenever the responsible Administrator(s) feels that it is necessary to contact outside officials to respond to a threat appropriately, the School Leader or his/her designee should also contact the Governing Board.

Teacher Externship Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

If Hogan Preparatory Academy uses a salary schedule in which a teacher receives a higher salary if he or she has earned credit hours in graduate-level courses, the school shall consider any teacher who has completed a certified teacher externship to have completed credit hours in graduate-level courses on its salary schedule in the manner prescribed by the equivalency schedule developed under this section and compensate the teacher accordingly.

Flag of the United States of America and Pledge of AllegiancePolicy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Display of Flag of the United States of America
Section 1.1. The School shall display in a prominent play either upon the outside of the school building or upon a pole erected in the school yard the flag of the United States of America.

Section 2. Pledge of Allegiance.
Section 2.1. The school shall ensure that the Pledge of Allegiance to the flag of the United States of America is recited in at least one scheduled class for every student enrolled in the school no less often than once per school day.

Section 2.2. No student shall be required to recite the Pledge of Allegiance.

Eddie Eagle Gunsafe Program Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Eddie Eagle Gunsafe Program
Section 1.1. The school may annually teach the Eddie Eagle Gunsafe Program to first grade students. The school is authorized to teach any substantially similar program of the same qualifications or any successor program in lieu of the Eddie Eagle Gunsafe Program.

Section 1.2. The purpose of the program is to promote the safety and protection of children. It shall emphasize how students should respond if they encounter a firearm.

Section 1.3. School personnel and program instructors shall not make value judgments about firearms.

Section 1.4. The school not include or use a firearm or demonstrate the use of a firearm when teaching the program.

Section 1.5. Students with disabilities shall participate to the extent appropriate as determined by the provisions of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

Volunteers and Chaperones Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The School 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.

SECTION 2. Chaperone Duties and Responsibilities.

SECTION 2.1. All students must ride in school provided transportation both to and from the field trip and during transport during a field trip to multiple locations. At no time will students ride in transportation not provided by the school unless prior approval by administration is granted in writing.

SECTION 2.2. School staff shall maintain a list of all chaperones and the students to which they are assigned. Chaperones are responsible specifically to supervision of these students; however, they also retain responsibility for general supervision and safety of all [school] students.

SECTION 2.3. Adults observing behavior by students or other adults that is contrary to school policy or procedure shall immediately report the incident to a [school] staff member or administration.

SECTION 2.4. School staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. School staff may not delegate this responsibility to a chaperone or any other person.

SECTION 2.5. The use of cell phones and texting should be for emergency use only when acting in a supervisory capacity.

SECTION 2.6. Chaperones should be strategically located on buses and at venues to ensure that students are adequately supervised at all times.

SECTION 2.7. Chaperones may not bring siblings of their child who is attending the trip.

SECTION 2.8. Chaperones may not leave the group or venue at any time during the course of a field trip from departure from the school to arrival at the school after the trip. Chaperones and School staff are expected to participate in all activities planned as part of a field trip itinerary.

SECTION 2.9. Chaperones may not drink alcoholic beverages, utilize illegal substances, smoke or chew tobacco, or use profanity at any time during the course of a fieldtrip from departure from the school to arrival at the school after the trip. Chaperones should refrain from socializing with other chaperones or School staff while supervising students.

SECTION 2.10. Chaperones should ensure that all students remain seated on the bus and monitor student behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.

SECTION 2.11. Students should be escorted into and out of public bathrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom.

SECTION 2.12. A School staff member or chaperone should never leave Students unattended.

SECTION 2.13. Students should remain with their specific chaperone unless authorized by a [school] staff member.

SECTION 2.14. Students who become ill during the course of a field trip should be brought to a Hogan Preparatory Academy staff member. Parents of the student should be promptly contacted by the Hogan Preparatory Academy staff member. The School staff member and chaperone will work collaboratively to ensure the child is properly attended.

SECTION 2.15. All procedures and rules specific to a field trip shall be strictly adhered to by all parents, students, and Hogan Preparatory Academy staff.

Weapons at School Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

The Board of Hogan Preparatory Academy adopts the following policy effective on the date of adoption by the Board.

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.

The School 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 and Restraint Policy (Policy 2605)

Updated 12/2023

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

Section 1. General Policy Provisions

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

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

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.

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 classroom.

Section 2. Physical Restraint

Physical restraint may be utilized only when the student is in immediate danger to self or others and the student is not responsive to less intensive behavioral interventions including verbal directives or other de-escalation techniques. This policy regarding physical restraint is applicable to staff, but not to third-party contractors who have been retained to provide security for school premises. Said third-party contractors shall be required to follow the training and requirements that govern their operations and professional training.

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

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

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

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

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

2.4.2 The school shall annually review the policies and procedures regarding the physical restraint of students. Any employee who is authorized to use restraints shall annually complete mandatory training in the restraint techniques the school uses.

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

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

2.6 The use of physical restraint on a student shall be monitored by another staff member or administrator. The use of physical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained. A report shall be completed that contains the following information:

- The date, time of day, location, duration, and description of the incident and interventions;
- Any event leading to the incident and the reason for using restraint;
- A description of the methods of restraint used;
- The nature and extent of an injury to the student;
- The names, roles, and certifications of each employee involved in the use of restraint
- The name, role, and signature of the person who prepared the report;
- The name of any employee whom the parent or guardian can contact regarding the incident and use of restraint;
- The name of an employee to contact if the parent or guardian wishes to file a complaint, and
- A statement directing parents and legal guardians to a sociological, emotional, or behavioral
support organization and a hotline number to report child abuse and neglect.

A copy of any report created under this section shall be given to the Department of Elementary and Secondary Education within thirty days of the incident.

2.7 Whenever physical restraint is used on a student the school or program where the restraint is administered shall notify the student's parent or legal guardian no later than one hour after the end of the school day in which the use of the restraint occurred. The notification may be oral or
electronic and shall include a statement that the report created under Section 2.6 will be provided within five school days. Any report created under Section 2.6 shall be provided to the parent or legal guardian within five school days.

2.8 An officer, administrator, or employee of the school is prohibited from retaliating against any person for having reported a violation of this policy; or providing information regarding a violation of this policy.

Section 3. Mechanical Restraint

Mechanical restraint can include but is not limited to handcuffs and zip ties. Mechanical restraint may be utilized only when the student is in immediate danger to self or others and the student is not responsive to less intensive behavioral interventions including physical restraint, verbal directives or other de-escalation techniques. This policy regarding mechanical restraint is applicable to authorized third-party contractors providing security, but not to staff. Said third-party contractors shall be required to follow the training and requirements that govern their operations and professional training, but under no circumstances will mechanical restraints be used in the elementary school (K-5).

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

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

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

3.3.2 The school shall annually review the policies and procedures regarding the mechanical restraint of students. Any third party who is authorized to use restraints shall annually complete mandatory training in the restraint techniques the school uses.

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

3.4 The use of mechanical restraint on a student shall be monitored by another staff member or
administrator. The use of mechanical restraint shall be documented by staff or faculty participating in or supervising the restraint for each student in each instance in which the student is restrained. A report shall be completed that contains the following information:

- The date, time of day, location, duration, and description of the incident and interventions;
- Any event leading to the incident and the reason for using restraint;
- A description of the methods of restraint used;
- The nature and extent of an injury to the student;
- The names, roles, and certifications of each employee involved in the use of restraint
- The name, role, and signature of the person who prepared the report;
- The name of any employee whom the parent or guardian can contact regarding the incident and use of restraint;
- The name of an employee to contact if the parent or guardian wishes to file a complaint, and
- A statement directing parents and legal guardians to a sociological, emotional, or behavioral
support organization and a hotline number to report child abuse and neglect.

A copy of any report created under this section shall be given to the Department of Elementary and Secondary Education within thirty days of the incident.

3.5 Whenever mechanical restraint is used on a student the school or program where the restraint is administered shall attempt to notify the student's parent or legal guardian on the date in which the use of the restraint occurred. Said attempt shall be documented including the date; time and method of contact. The notification may be oral or electronic and shall include a statement that the report created under Section 3.6 will be provided within five school days. Any report created under Section 3.6 shall be provided to the parent or legal guardian within five school days.

3.6 An officer, administrator, or employee of the school is prohibited from retaliating against any person for having reported a violation of this policy; or providing information regarding a violation of this policy.

Section 4. Time-Out

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

Section 5. Student Fights or Altercations

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

Section 6. Physical or Mechanical Restraints

The decision whether or not to use physical or mechanical restraint is necessary to protect students or others from imminent harm or bodily injury, and taking the actions deemed necessary to protect students or others from imminent harm or bodily injury, are actions that involve the performance of discretionary, no ministerial, duties.

Section 7. Law Enforcement or Emergency Medical Personnel Assistance

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

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

Section 8. Corporal Punishment

8.1 For the purposes of this policy, corporal punishment is a form of physical punishment administered by an adult to the body of a child for the purpose of discipline or reformation, or to deter attitudes or behaviors deemed unacceptable. No person employed or volunteering on behalf of the School shall administer corporal punishment or cause corporal punishment to be administered upon a student attending LEA schools.

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

Cardiopulmonary Resuscitation Instruction Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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

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

Active Shooter Training and Drills Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

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

Age Criteria for Kindergarten Admission Model 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 Governing Board of Hogan Preparatory 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.

Program for Homeless Students Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Hogan Preparatory Academy (LEA) recognizes that homelessness alone should not be a sufficient reason to separate students from the mainstream school environment. Therefore, Hogan Preparatory Academy (LEA), in accordance with state and federal law (Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act) and the Missouri State Plan for Homeless Children and Youth, will give special attention to ensure that homeless children in the LEA have access to free, appropriate public education.

Definitions:

A "homeless child" or "homeless youth" is one who:

A. lacks a fixed, regular, and adequate nighttime residence; and

B. includes--

i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals;

ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

iv. migratory children or youths who qualify as homeless because they are living in circumstances described in subdivisions (i) to (iii) above.

The first category may include some individuals who have moved in with others. Consideration of each individual case, along with the permanency of the situation, will be needed in order to identify those who are homeless.

The terms "enroll" and "enrollment" include attending classes and participating fully in school activities.

The “school of origin” is the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Enrollment and Placement:

Homeless children and youth frequently move, and maintaining a stable school environment is critical to their success in school. To ensure this stability, LEAs must make school placement determinations on the basis of the “best interest” of the homeless child or youth. Using this standard, Hogan Preparatory Academy (LEA) must:

(a) Continue the child’s or youth’s education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; or for the remainder of the academic year if the child or youth becomes permanently housed during an academic year; or

(b) Enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

In determining what is a child or youth’s best interest, Hogan Preparatory Academy (LEA) must, to the extent feasible, keep a homeless child or youth in the school of origin, unless doing so is contrary to the wishes of the child or youth’s parent or guardian. If Hogan Preparatory Academy (LEA) wishes to send a homeless child or youth to a school other than the school of origin or a school requested by the parent or guardian, Hogan Preparatory Academy (LEA) must provide a written explanation of its decision to the parent or guardian, together with a statement regarding the right to appeal the placement decision.

Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived if allowed by law. Hogan Preparatory Academy (LEA) may, however, require contact information.

If Hogan Preparatory Academy (LEA) is unable to determine the grade level of the student because of missing or incomplete records, Hogan Preparatory Academy (LEA) shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child/youth.

Transportation:

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

- If the homeless child or youth continues to live in the area served by the LEA in which the school of origin is located, that LEA must provide or arrange for the child's or youth's transportation to or from the school of origin.

- If the homeless child or youth continues his or her education in the school of origin but begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living must agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.

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

Services:

Each homeless child or youth shall be provided services comparable to services offered to other students in the LEA including, but not limited to, transportation services, educational services for which the child meets the eligibility criteria, such as educational programs for children with disabilities, English learners, programs in career and technical education, programs for gifted and talented students, before-and-after school programs, school nutrition programs, and transportation.

Homeless students will not be segregated in a separate school or in a separate program within a school based on the students' status as homeless.

In the event that it is in the best interest of the homeless child or youth to attend the school of origin, it shall be the responsibility of this LEA to provide for the transportation of the student. This may be achieved through the transportation services of this LEA, the school of origin, or another outside agency.

Records:

Once LEA officials have determined that an enrolling student is homeless, the LEA's homeless coordinator must assist the student in obtaining his/her education, immunization, medical, and other records. According to McKinney-Vento, the student must be enrolled in the interim.

Immunization:

If the homeless coordinator is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program; the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided for in §section167.181.3, RSMo.

Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records, and evaluation for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the student, so that necessary referrals can be made, and so that records may be transferred in a timely fashion when homeless children or youth enters a new LEA. Copies of records shall be made available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act.

Coordinator:

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

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

Resolving Grievances:

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

Level II - Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Superintendent or his/her designee by filing a written

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

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

Level IV - If the complainant is dissatisfied with the action taken by the Governing Board of the LEA, a written notice stating the reasons for the dissatisfaction may be filed with the state director of special federal instructional programs. The state director will initiate an investigation, determine the facts relating to the complaint, and issue notice of his or her findings within thirty (30) days to the LEA and the complainant. If the findings support the action taken by the LEA, such action will be confirmed. If the findings support the allegations of the complainant, the LEA will be directed to take corrective action. An appeal of this decision can be made within ten (10) days to the Deputy Commissioner of Education. Within thirty (30) days after receiving an appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.

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

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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

I. LOCAL EDUCATIONAL AGENCY POLICY.

In General: A local educational agency may receive Title I, Part A funds only if such agency Conducts outreach to all parents and family members and implements programs, activities, and procedures for the involvement of parents and family members consistent with the provisions below. Such programs, activities, and procedures shall be planned and implemented with meaningful consultations with parents of participating children.

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

- involve parents and family members in the joint development of the plan under section 1112, and the support and improvement plans under section 1111;

- provide the coordination, technical assistance, and other support necessary to assist and build the capacity participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance,; which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;

- coordinate and integrate parent and family involvement strategies under this part with parent and family engagement strategies under relevant federal, state, and local programs, such as the Head Start program, Reading First program, Early Reading First program, Even Start program, Parents as Teachers program, and

Home Instruction Program for Preschool Youngsters, and State-run preschool programs;

- conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the quality of the schools served under this part, including identifying barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions. The LEA should use the findings of such evaluation to design evidence- based strategies for more effective parental involvement, and to revise, if necessary, the parental and family engagement policies described in this section; and

- involve parents in the activities of the schools served under Title I, Part A, which may include establishing a parental advisory board comprised of a sufficient number and representative group of parents or family members served by the local educational agency to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy.

Reservation of Funds.

Each local educational agency shall reserve at least 1 percent of such agency's allocation under Title I, Part A, subpart 2 to carry out parental and family involvement, including family literacy and parenting skills, (unless 1 percent of such agency's allocation under Title I, Part A, subpart 2 for the fiscal year for which the determination is made is $5,000 or less.)

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

II. SCHOOL PARENTAL INVOLVEMENT POLICY.

Each school served under Title I, Part A shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents, that shall describe the means for carrying out the requirements of Policy Involvement, Shared Responsibilities for High Student Academic Achievement, and Building Capacity for Involvement and Accessibility..

Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

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

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

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

Policy Involvement.

Each school served under Title I, Part A shall:

(1) convene an annual meeting, at a convenient time, at the beginning of the school year, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A and to explain Title I, Part A, its requirements, and their right to be involved. The school shall have sign-in sheets for this meeting and retain such sign-in sheets, the agenda for the meeting and minutes of the meeting for audit purposes by DESE;

(2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement;

(3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of its programs, the school may use that process, if such process includes an adequate representation of parents of participating children;

(4) provide parents of participating children--

(A) timely information about programs under this part;

(B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and

(C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and

(5) if the schoolwide program plan under section 1114(b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local educational agency.

Shared Responsibilities for High Student Academic Achievement.

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

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

(2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:

(A) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;

(B) frequent reports to parents on their children's progress; and

(C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and

(D) ensuring regular two-way meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

Building Capacity for Involvement.

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

(1) shall provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children;

(2) shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement;

(3) shall educate teachers, specialized instructional support personnel, principals, and other School Leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;

(4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children;

(5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;

(6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;

(7) may provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;

(8) may pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;

(9) may train parents to enhance the involvement of other parents;

(10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;

(11) may adopt and implement model approaches to improving parental involvement;

(12) may establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;

(13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and

(14) shall provide such other reasonable support for parental involvement activities under this section as parents may request.

III. ACCESSIBILITY.

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

Migrant Procedure

Identification

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

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

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

Services

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

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

Safe Place For Newborns Act Instruction Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Safe Place for Newborns Act Instruction

Section 1.1. The school may provide annually to high school students enrolled in health education at least thirty minutes of age- and grade- appropriate classroom instruction relative to the safe place for newborns act of 2002, which provides a mechanism whereby any parent may relinquish care of an infant to the state in safety and anonymity and without fear of prosecution under curtained specified conditions.

Section 1.2. Such instruction shall include the following information:

1. An explanation that relinquishment of an infant means to give over possession or control of the infant to other specified persons as provided by law with the settled intent to forego all parental responsibilities.
2. The process to be followed by a parent in making a relinquishment;
3. The general locations where an infant may be left in the care of certain people;
4. The available options if a parent is unable to travel to a designated emergency care facility; and
5. The process by which a relinquishing parent may reclaim parental rights to the infant and the time lines for taking this action.

Strip Searches Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Strip Searches

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

Section 1.2. A student may be striped search by or under the authority of a commissioned law enforcement officer.

Section 1.3. A student may be strip searched by a school employee only if a commissioned law enforcement office is not immediately available and if 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 of 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.

Students with Diabetes Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

SECTION 1. Training

SECTION 1.1. School will provide training developed by the Department of Elementary and Secondary Education to a minimum of three school employees if the school has a student with diabetes.

SECTION 1.2. If at any time fewer than three school employees are available to be trained at such a school, the school leader shall distribute to all staff members a written notice seeking volunteers to serve as diabetes care personnel. The notice shall inform staff of the following:

(1) The school shall provide diabetes care to one or more students with diabetes and is seeking personnel willing to be trained to provide that care;

(2) The tasks to be performed;

(3) Participation is voluntary and the school district or school shall take no action against any staff member who does not volunteer to be designated;

(4) Training shall be provided to employees who volunteer to provide care;

(5) Trained personnel are protected from liability under section 167.821; and
(6) The identity and contact information of the individual who should be contacted to volunteer.

SECTION 1.3. School employees shall not be subject to any penalty or disciplinary action for refusing to serve as trained diabetes care personnel nor shall a school or school district discourage employees from volunteering for training.

SECTION 1.4. The training shall be coordinated by a school nurse, if the school has a school nurse, and provided by a school nurse or another health care professional with expertise in diabetes.

SECTION 1.5. Such training shall take place prior to the commencement of each school year, or as needed when a student with diabetes is newly enrolled at a school or a student is newly diagnosed with diabetes, but in no event more than thirty days following such enrollment or diagnosis.

SECTION 1.6 The school nurse or another health care professional with expertise in diabetes shall promptly provide follow-up training and supervision as needed. Coordination, delegation, and supervision of care shall be performed by a school nurse or other qualified health care professional.

SECTION 1.7. The school may provide training in the recognition of hypoglycemia and hyperglycemia and actions to take in response to emergency situations to all school personnel who have primary responsibility for supervising a child with diabetes during some portion of the school day and to bus drivers responsible for the transportation of a student with diabetes.

SECTION 2. Diabetes Plan

SECTION 2.1. The parent or guardian of each student with diabetes who seeks diabetes care while at school should submit to the school a diabetes medical management plan, which upon receipt shall be reviewed by the school.

SECTION 3. Diabetes Care

SECTION 3.1. The school may provide all students with diabetes in the school appropriate and needed diabetes care as specified in their diabetes medical management plan.

SECTION 3.2. In accordance with the request of the parent or guardian of a student with diabetes and the student's diabetes medical management plan, the school nurse or, in the absence of the school nurse, trained diabetes care personnel may perform diabetes care functions including, but not limited to:

(1) Checking and recording blood glucose levels and ketone levels or assisting a student with such checking and recording;

(2) Responding to blood glucose levels that are outside of the student's target range;

(3) Administering glucagon and other emergency treatments as prescribed;

(4) Administering insulin or assisting a student in administering insulin through the insulin delivery system the student uses;

(5) Providing oral diabetes medications; and

(6) Following instructions regarding meals, snacks, and physical activity.

SECTION 3.3. The school nurse or at least one of the trained diabetes care personnel may be on site and available to provide care to each student with diabetes during regular school hours and during all school-sponsored activities, including school-sponsored before-school and after-school care programs, field trips, extended off-site excursions, extracurricular activities, and on buses when the bus driver has not completed the necessary training.

SECTION 4. Student Self-Care

SECTION 4.1. Upon written request of the parent or guardian and authorization by the student's diabetes medical management plan, a student with diabetes shall be permitted to perform blood glucose checks, administer insulin through the insulin delivery system the student uses, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of his or her diabetes in the classroom, in any area of the school or school grounds, and at any school-related activity, and to possess on his or her person at all times all necessary supplies and equipment to perform these monitoring and treatment functions.

SECTION 4.2. If the parent or student so requests, the student shall have access to a private area for performing diabetes care tasks.

Organ, Eye, and Tissue Donation Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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

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

Section 1.2. The Board shall consider the information presented and decide whether to present such information to students and parents in 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.

School Admissions Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. The School shall enroll only:

- Students who reside in the Kansas City, Missouri School district in which Hogan Preparatory 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.

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

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

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

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: Children of full time faculty and full time instructional staff.
3. SIBLINGS: Siblings of students currently enrolled on the date of the lottery
4. OTHERS: All other eligible students

SECTION 3. Lottery.

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

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

SECTION 4. Wait List.

SECTION 4.1. Lottery positions and waiting list positions will not be secured from year to year. Those offered the opportunity to enroll from the waiting list will have five 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. Hogan Preparatory Academy's 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 the School and make a decision to accept the opening. If contact or a decision is not made within this time frame, the next student on the wait list is extended the offer.

SECTION 5. Registration.

SECTION 5.1. All applications and required uploaded documents for Hogan Preparatory Academy must be completed online via Hogan Preparatory Academy designated online and received by on or before 5 p.m. on February 28. In the event School is closed on February 28, all applications and required documents must be received by 5 p.m. the Monday immediately following February 28.

SECTION 5.2. All applications must be complete. Regardless of reason, failure to have a completed application package in the office of Hogan Preparatory Academy by this deadline may constitute a waiver of inclusion in the lottery for the following school year.

SECTION 5.3. In order to complete the registration process the following must be received by [School]: 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 School Leader or his/her designee with a right of appeal to the Governing Board.

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

SECTION 5.5. The School's admission procedures will be published annually.

SECTION 5.6. A register of all complete applications, received in a timely manner, will be maintained in the School's office for review by applicants. Applicants are required to assure their application is registered prior to the deadline.

Missouri Student Religious Liberties Act Policy

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

Section 1. Anti-Discrimination

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

Section 1.1. Hogan Preparatory Academy shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner [school] 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 Hogan Preparatory 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, Hogan Preparatory 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 Hogan Preparatory 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 non curricular 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 non curricular 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. Hogan Preparatory Academy may only disclaim sponsorship of non curricular 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 Hogan Preparatory 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 Hogan Preparatory Academy from maintaining order and discipline in a content and viewpoint neutral manner
- Prohibit Hogan Preparatory Academy from protecting the safety of students, employees, and visitors of Hogan Preparatory Academy
- Prohibit Hogan Preparatory Academy from adopting and enforcing policies and procedures regarding student speech at school, provided that the policies and procedures do not violate the rights of students as guaranteed by law.

Limited Public Forum Policy

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

Section 1. Establishment of Limited Public Forum

Section 1.1. A limited public forum is hereby established for student speakers at all [school] events at which a student is to publicly speak.

Section 2. Student Speakers

Section 2.1. Students speakers at school events and graduation ceremonies shall be selected using the following neutral criteria:

- Student GPA
- Student attendance
- Student participation in HPA extracurricular activities

Section 2.2. Student speakers are prohibited from engaging in obscene, vulgar, offensively lewd, or indecent speech.

Section 2.3. Student expression in the limited public forum on an otherwise permissible subject shall not be excluded from the limited public forum because the subject is expressed from a religious viewpoint.

Section 3. Disclaimer

Section 3.1. Any student speech at a school event or graduation ceremony does not reflect the endorsement, sponsorship, position, or expression of Hogan Preparatory Academy.

Section 3.2. Such disclaimer shall be made in writing, orally, or both prior to a student speech at any school event or graduation ceremony.

Interstate Compact on Educational Opportunity for Military Children Policy

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

This policy implements the obligations of Hogan Preparatory 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 Hogan Preparatory Academy, school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.

Section 3.2. Simultaneous with enrollment and conditional placement of student, Hogan Preparatory Academy shall request the student's official education record from the school in the sending state. If Hogan Preparatory Academy is the school in the sending state, Hogan Preparatory 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. Hogan Preparatory 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 Hogan Preparatory 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. Hogan Preparatory 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, Hogan Preparatory 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 Hogan Preparatory Academy from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

Section 4.2. Hogan Preparatory 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 Hogan Preparatory Academy from performing subsequent evaluations to ensure appropriate placement of the student.

Section 4.3. Hogan Preparatory Academy shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP). Hogan Preparatory 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 Hogan Preparatory Academy from performing subsequent evaluations to ensure appropriate placement of the student. Nothing in this section exempts Hogan Preparatory Academy from the requirements of federal and state law.

Section 4.4. Hogan Preparatory Academy may waive course/programs perquisites, or other preconditions for placement in courses/programs.

Section 4.5. A student whose parent or legal guardian is an active duty member of the uniformed services, as defined in this policy, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of Hogan Preparatory 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. Hogan Preparatory 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, Hogan Preparatory Academy shall provide an alternative means of acquiring coursework so that graduation may occur on time.

Section 5.2. Should a military student transferring at the beginning or during his or her senior year of high school be ineligible to graduate from the receiving local education agency after all alternatives have been considered, the sending and receiving local education agencies shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. Hogan Preparatory Academy shall ensure cooperation, as either the sending or receiving local education agency, in the event of the situation described in this section.

Use of Social Media by Teachers, Staff, and Students Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The Board of Hogan Preparatory Academy understands the value of social media and the benefits offered by digital communication devices for providing quick and easy interaction among peers, students, and families. This policy is intended to support teachers, staff, and students by ensuring that all teachers, staff, and students clearly understand the many factors and possible ramifications to consider when using social media. This policy is in addition to, and complements, existing and future Board of Education policies.

Teachers and Staff

The Board of Hogan Preparatory Academy does not take a position on teachers and staff using social media for personal use on personal time. If teachers and staff choose to do so, they should keep in mind the following:

- Teachers and staff should not use personal social media accounts to communicate with students and families regarding topics pertaining to your work with Hogan Preparatory Academy.
- Do not “friend,” “follow” or otherwise interact with students from personal social media accounts.
- Always write in the first person and make it clear that you are speaking for yourself and not on behalf of the school
- Do not post school related information including but not limited to student information, pictures, and work-product exemplars on personal social media sites.
- Do not share confidential information about internal school discussions.
- Avoid communicating with students and families using personal social media sites, personal email accounts or personal phone numbers.

Social media is an excellent way to share information with families and students. If teachers and staff choose to utilize social media for school related purposes, teachers and staff should utilize the same professional standards, respect, and integrity as if it were a face-to-face communication.

- Use school contact information (email, address, phone, etc…) for creating and maintaining accounts, including student accounts.
- Inform parents of social media created for classroom use and its educational purpose.

- Respect copyright and fair use guidelines. Be sure to cite your source when quoting and use Creative Commons[11] licensing when possible.

- If you make a mistake, admit it and correct it quickly. Clearly state if you've corrected a previous post and apologize if appropriate.

- Treat social media created for school related purposes like a classroom. Monitor closely the interactions between students and deal with inappropriate use immediately.

- When using social media, never reveal information about students including but not limited to their grades, course enrollments, and class schedules. Doing so could be a FERPA violation.

- If posting photos and videos of fellow staff and teachers, seek their permission before posing.

- If posting photos and videos of students, ensure there is a signed parent/guardian permission form on file for each student.

STUDENTS

As a Hogan Preparatory Academy student you represent your school even when you are not posting to social media sites during class time. You should follow these guidelines anytime you post material that could identify you or your relationship to the school.

- Be aware of what you post online-- social media is public. Do not post anything you don't want friends, parents, teachers, or a future employer to see.

- Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions, however, do it in a respectful way. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.

- Do not share your password with anyone other than your teachers and parents.

- Do your own work. Do not use other people's work without their permission. Be aware that it is a violation of copyright law to copy and paste someone else's thoughts. It is good practice to hyperlink to your sources.

- Do not use pictures, videos, songs, and audio clips you do not have permission to use. This may be a violation of copyright laws.

- Social media posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation.

- If you come across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your teacher or parent/guardian right away.

[11] https://creativecommons.org/

E-Learning Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The purpose of e-learning is to ensure that students continue to build conceptual understanding and skill development even though they are not able to attend school in person. Students will receive course expectations, class announcements, and learning objectives in a digital format. Students will participate in a variety of activities, but not all will be digital in nature. The purpose of this policy is to outline procedures and expectations for e-learning.

Delivery of Instructional Materials

Instructional materials, including course expectations, class announcements, learning objectives, and class assignments, will be delivered to students on a regular basis. Materials will be delivered via online e-learning portal.

Attendance

Attendance is recorded based on work completed each week. In order to be considered present, a student must complete at least one required assignment each week. A week for the purposes of this policy begins Sunday and ends Saturday.

Live Classroom Sessions

[Google Meet/Zoom/other platform of Hogan Preparatory Academy's choosing] will be used to host live class sessions. If your child is unable to attend a live session, the teacher will provide a recorded version of the video conference.

Schools may choose to publish a schedule of live sessions. For example:

First Hour Class	9:00-9:30 am	Fourth Hour Class	1:00-1:30 pm
Second Hour Class	9:30-10:00 am	Fifth Hour Class	1:30-2:00 pm
Third Hour Class	10:00-10:30 am	Sixth Hour Class	2:00-2:30 pm

Teacher Office Hours

Teachers will be available by email or phone (via voicemail). Teachers will respond to all communication requests within 24 hours during office hours via phone or email.

Teachers will provide their email and phone number to all parents/guardians. Schools may choose to provide their teachers with google meet phone numbers so teachers do not have to provide parents/guardians with their home/cell phone number.

Accommodation Support

Teacher or School Administrator will hold a telephone conference with the parent(s)/guardian(s) of each student who has accommodations to discuss how the school will provide instruction to that student.

Special education students will receive accommodations outlined in their Individualized Educational Plan (IEP). English Learners will receive accommodations according to their Individual Learning Plan (ILP). Students with Section 504 Plans will receive appropriate accommodations outlined in their 504 Plan.

Take Home Device Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

1. Introduction

Hogan Preparatory Academy may provide a laptop computer, tablet, hot-spot, or other device ("school provided devices") for a student's educational use at home with a refundable deposit. The use of this equipment is meant to enrich the learning experience for the student as they work to acquire the necessary skills and knowledge to become successful in school and in life. To that end, only the student may use a school provided device.

When using a school provided device at home, students must adhere to the same standards as if they were using the device at school. Students must continue to follow the technology use policy located in their student handbook. This policy and agreement is meant to supplement that policy.

2. Guidelines and Rules for Use of School Provided Devices

2.1. Internet Safety

- Act responsibly and safely
- School provided devices should be used only for school related purposes.
- Ask a trusted adult if you are unsure about something related to the use of your computer or electronic resources.
- Do not share your account information or the account information of others.
- Never post or share pictures or video of yourself or others unless you have school permission.
- Tell a trusted adult if you come across something that is dangerous or disturbing.
- All school rules for how you behave and how you treat others apply to all forms of electronic communication.

2.2. Security, Filtering, and Monitoring

- Students are expected to comply with all security and filtering requirements that would be in place if the device were used on school property.

- Parents/guardians are expected to monitor the student's use of the internet at home so that the device is not used to access illegal or inappropriate websites or download any material from those sites.

- School provided devices may not be used for:
    - Commercial or personal gain.
    - Political purposes, such as trying to influence an election.
    - Any illegal or indecent such as bullying, inappropriate images or text, or passing along information that is harmful or inappropriate.
    - Any activity intended to alter, bypass, or attempt to bypass the school's network, security settings, filters, safety settings, or user roles.
    - Personal software or applications, games, or operating systems.

2.3. Device Use and Care

- When not in use, keep your school provided device in its protective sleeve or bag.

- Leave all school ID tags or stickers in place; notify a teacher or [school administrator] if they appear to be loose.

- Do not apply stickers or permanently mark your device.

- Do not eat or drink near your device.

- Use a soft cloth to clean the screens and device; use only technology-specific cleaning products; do not use water or household cleaners.

- Please let your teacher or [school administrator] know if your device is not working properly, or is lost, damaged, or stolen.

2.4. Loss or Damage of School Provided Device

If a school provided device is lost or damaged, report the situation to your child's teacher and [school administrator] immediately. If a device is stolen, please also notify local law enforcement and submit a copy of the report to [school administrator].

If a school provided device is damaged, a reasonable effort will be made to repair the equipment. A family may be held responsible for the cost of repair beyond normal wear and tear or the cost of a replacement device if the device cannot be repaired. In addition the family will forfeit the refundable deposit.

Parents/guardians—please review this policy with your child. By signing this policy, you and your child agree to abide by it and any other school policies relating to technology use. Any activity that violates this or any other technology use policy may be subject to disciplinary action. If you have any questions, please contact your child's teacher, technology, or [school administrator].

_____

Student Name (Printed)

_____ _____

Student Signature Date

_____

Parent/Guardian Name (Printed)

_____ _____

Parent/Guardian Signature Date

_____

Parent/Guardian Phone Number

_____

Parent/Guardian Email Address

Telework Policy

I. Purpose

Approved telework is provided to assure the goals and mission of Hogan Preparatory Academy are accomplished in a productive, thoughtful, and economical manner. Teleworking can increase employee productivity when there is a beneficial match between the needs of Hogan Preparatory Academy and the employee.

II. Definitions

a. Approved alternate location is a work location approved by [school] that is not the employee's designated office or residence.

b. An approved telework position is an existing position that has been approved for teleworking by school administrator. The duties and responsibilities of eligible positions shall be suitable for telework. Individual telework schedules must fit the needs of Hogan Preparatory Academy and employees.

c. Designated office is the employee's usual and customary Hogan Preparatory Academy work address.

d. A home-based office is an area in an employee's residence used for work during teleworking hours.

e. Teleworking or telecommuting, is the practice of working from a remote work location such as a home-based office or an approved alternate location.

f. Teleworking schedule is a flexible deployment of staff to meet [school] and employee needs. Telework may occur on either a regular schedule or episodic schedule. Teleworking may be less than full-time, supplemented by working at the designated office.

III. Procedures

a. Telework Agreement

i. Teleworking at Hogan Preparatory Academy is a management option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that management uses whenever there is agreement between the employee and the appropriate administrator that telework is most appropriate for the situation and circumstances.

ii. This is a voluntary program both for Hogan Preparatory Academy and the employee, and the arrangement can be terminated by either party.

iii. The employee shall complete a Telework Agreement form and return it to school administrator. Employees shall complete a new Telework Agreement form each year.

iv. In the event of a mandatory school shutdown, it is a management option to allow employees to telework. In that circumstance, any employee who teleworks is still subject to this policy.

b. Employee Duties and Responsibilities

i. All applicable federal, state, and local laws, and Hogan Preparatory Academy policies apply to teleworkers.

c. Training

i. Teleworkers will participate in specialized telework training, including strategies, expectations, commitment, and logistics.

ii. In the event of an emergency school shutdown, school administrator may waive any and all training requirements.

d. Authorized Expenses

i. Hogan Preparatory Academy administrator may authorize expenditures using established procedures and based on available funding for office equipment, software, communication devices and office supplies needed by teleworkers at their remote work place.

e. User Responsibilities for Computer Systems and Network Security

i. Hogan Preparatory Academy retains ownership of all equipment provided for telework. When Hogan Preparatory Academy's equipment is used at a remote work location, the employee is financially responsible for that equipment if it is lost, stolen, or damaged because of that employee's negligence, misuse, or abuse. The use of any personal equipment by the employee for purposes of telework is done solely at the employee's risk.

ii. Teleworkers must protect information and resources against theft, unauthorized access, tampering, and loss.

iii. Teleworkers must comply with any and all school policies relating to computer and network use.

Telework Agreement

1. Introduction

    1.1. This Agreement establishes the respective obligations of the parties under the Hogan Preparatory Academy telework program. The employee has been authorized to telework at a location other than their designated office, such location being described in this Agreement.

    1.2. This Agreement is neither an employment contract nor a guarantee of employment. The unenforceability of any provision of this Agreement shall not affect the remainder of the Agreement.

    1.3. Both parties will abide by Hogan Preparatory Academy policies and any changes thereto.

    1.4. Teleworking at Hogan Preparatory Academy is a management option, not an employee right. It is a voluntary option extended to employees with the clear understanding that every job and every employee may not be adaptable for remote work. Telework is not an option that an employee can demand or has a right to expect. Instead, it is an option that management uses whenever there is agreement between the employee and the school administrator that telework is most appropriate for the situation and circumstances. The teleworking arrangement can be terminated by either the employee or school administrator at any time, using the process outlined in this Agreement. Termination of an employee's participation in the telework program is not by itself grounds for an administrative complaint or subject to appeal.

2. Work Location

    2.1. The terms "remote work location" or "remote workplace" shall mean the employee's home-based office or approved alternate location. "Offsite" is a general term to describe any work location other than the designated office, which shall mean the employee's usual and customary [school] work address.

    2.2. The employee agrees that Hogan Preparatory Academy may make on-site visits to the remote workplace during the employee's work hours. Any visits shall be made at a mutually-agreeable time for the purpose of picking up or delivering work, equipment, materials, evaluating the telework arrangement, or checking or maintaining Hogan Preparatory Academy owned equipment.

    2.3. The employee must work at the designated office or other Hogan Preparatory Academy assigned location when not at the remote workplace.

3. Supplies and Equipment

    3.1. All Hogan Preparatory Academy policies and procedures relating to supplies and equipment applicable to employees who work at their designated office, apply to employees who telework.

3.2. The costs associated with internet and telephone service will be the sole responsibility of the employee. Further, the employee understands that [school] is not responsible for the operation or troubleshooting of remote networking environments.

3.3. Equipment, software, and supplies provided by Hogan Preparatory Academy for use at the remote workplace shall be limited to use by authorized persons for purposes related to official Hogan Preparatory Academy business, including professional development training and tasks sponsored by Hogan Preparatory Academy.

3.4. Employee agrees that all Hogan Preparatory Academy-owned data, software, equipment, facilities, and supplies will be properly protected and secured. Hogan Preparatory Academy-owned data, software, equipment, and supplies shall not be used to create employee-owned software or personal data. Hogan Preparatory Academy software shall not be duplicated. Products and programs developed while telecommuting for Hogan Preparatory Academy shall become the property of Hogan Preparatory Academy.

3.5. In the event of Hogan Preparatory Academy-owned equipment failure or malfunction, the employee shall immediately notify Hogan Preparatory Academy so that the equipment may be repaired or replaced, as necessary. In the event of delay in repair or replacement, or any other circumstances under which it would be impossible or impractical for the employee to telework, the employee will be assigned other work and/or assigned to another work location, at the sole discretion of Hogan Preparatory Academy.

3.6. Upon separation of employment, Hogan Preparatory Academy equipment will be returned to the Hogan Preparatory Academy IT Department within five (5) business days, or within a timeframe previously arranged and agreed upon by the school administrator and the IT Department. In the event that legal action is required to regain possession of property owned by Hogan Preparatory Academy, the employee shall pay all costs incurred by Hogan Preparatory Academy, including attorney's fees, should Hogan Preparatory Academy prevail.

4. Work Hours and Compensation

4.1. School administrator shall validate the employee's time and work accomplished at the remote workplace.

4.2. Schedule changes may be made at the school administrator's discretion. In every case, the operational needs of Hogan Preparatory Academy shall take precedence over telework arrangements.

4.3. Work hours and vacation schedules shall conform to existing policies and procedures and the terms of this Agreement. Before overtime is worked, approval must be obtained from school administrator. The employee's salary, retirement, and benefits remain unchanged.

5. Safety and Liability

5.1. The employee and Hogan Preparatory Academy liability and obligations shall be governed by all applicable federal, state, and local laws and regulations.

5.2. Hogan Preparatory Academy does not assume liability for loss, damage, or wear of employee-owned equipment. The employee is responsible for proper operation of Hogan Preparatory Academy equipment and shall be liable for any damage or loss caused by the employee's intentional wrongful or negligent act. The employee is not required to insure Hogan Preparatory Academy-owned property; however, any loss of Hogan Preparatory Academy property that is paid by the employee's homeowner's or renter's insurance policy will be reimbursed to Hogan Preparatory Academy.

5.3. The employee shall designate a workspace within the remote workplace and shall maintain this workspace in a safe condition—free from hazards and other dangers to the employee and equipment.

5.4. The employee shall maintain the same environment in the remote workspace as they would at the designated office. Employees are subject to the same Hogan Preparatory Academy policies, regulations, and procedures regardless of work location.

5.5. Furniture, lighting, environmental protection, and household safety equipment incidental to use to Hogan Preparatory Academy equipment, software, and supplies shall be appropriate for its intended use and shall be used and maintained in a safe condition, free form defects and hazards.

5.6. The employee shall notify the school administrator immediately in case of injury that occurs while conducting Hogan Preparatory Academy business in the remote work location designated in this document.

6. Employee Duties and Obligations

6.1. The employee shall adhere to the agreed upon alternate work arrangement details specified in the Work Assignment and Conditions Addendum.

6.2. The employee shall be held responsible for official documents and shall be subject to disciplinary action for any loss of these documents that is attributable to the employee’s actions or negligence.

6.3. The employee shall be held responsible to ensure all documents, such as requisitions, payroll-related forms, reimbursement requests, etc., are processed in a timely manner and not hindered by the employee’s location away from Hogan Preparatory Academy.

6.4. The employee agrees to come to their designated office for meetings on offsite work days with a minimum of twenty-four (24) hours advance notice by school administrator.

6.5. The employee shall submit a plan to the school administrator indicating how daily mail/email will be handled and how other time-sensitive documents will be handled to ensure a timely process. Such plan shall be addressed in the Work Assignment and Conditions Addendum..

6.6. The employee agrees to obtain from the designated office all supplies needed for work at the remote workplace. Out-of-pocket expenses for supplies will be reimbursed only upon prior approval by school administrator.

6.7. The employee shall comply with all applicable laws, policies, regulations, and instructions regarding ethics, conflicts of interest and confidentiality.

6.8. The employee shall participate in all required telework surveys, reports, or analysis relating to teleworking for Hogan Preparatory Academy.

6.9. The employee shall comply with all Hogan Preparatory Academy rules, policies, regulations, procedures, instructions, telework policies, and this Agreement. The employee understands that violation of such may result in cancellation of this Agreement and/or disciplinary action, up to and including termination of employment

7. Termination of Agreement

7.1. This agreement shall remain in effect for no more than one year, beginning _____,20___ and ending _____, 20____, unless terminated by either party under the terms set forth in this Agreement. The employee understands that they must re-apply each year for the privilege of teleworking.

7.2. Teleworking is a voluntary program. Hogan Preparatory Academy reserves the right to terminate this Agreement at any time for any individual employee or as a program, and will provide written notice of terminations within ten (10) business days. In cases of termination for cause, this Agreement may be terminated without prior notice, according to Hogan Preparatory Academy policies. The employee may terminate this Agreement at any time, and will provide written notice of termination within ten (10) business days.

7.3. Hogan Preparatory Academy will not be held responsible for costs, damages, or losses associated with the termination of this Agreement.

7.4. Upon termination of this Agreement by either party, the employee shall return to their designated office all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, supplies, and all other Hogan Preparatory Academy documents in the employee's possession or control at the alternate work location within five (5) days of termination.

I affirm by my signature below that I have read this agreement and agree to the terms specified herein and in the Work Assignment and Conditions Addendum.

_____ _____

Employee Printed Name Date

_____ _____

Employee Signature Date

I have reviewed and accepted this alternate work arrangement.

_____ _____

Administrator Printed Name Date

_____ _____

Administrator Signature Date

WORK ASSIGNMENT AND CONDITIONS ADDENDUM

The following telecommuting assignment and conditions must be completed by the employee and initialed by both the employee and School administrator.

1. The employee agrees to work via telecommuting at the following location(s):

   _____Residence / Address:

   _____Alternate Location / Address:

2. The employee will telecommute ____ days per week, or as agreed upon with [school administrator] and specified below:

3. The employee's work hours will be as follows:

   Days/Hours at designated office:

   ___Monday ___Tuesday ___Wednesday ___Thursday ___Friday

   Hours per day ____ Start time: _____ a.m. / p.m. Finish time: _____ a.m. / p.m.

   Days/Hours at offsite location:

   ___Monday ___Tuesday ___Wednesday ___Thursday ___Friday

   Hours per day ____ Start time: _____ a.m. / p.m. Finish time: _____ a.m. / p.m.

   The employee will be accessible during work hours via the following contact information:

   Phone(s): _____

   Work Email: _____

   Alternate Email: _____

4. The employee agrees to come into their designated office for meetings on offsite work days with _____ hours advance notice. Hogan Preparatory Academy will provide a minimum of twenty-four (24) hour notice.)

5. The following Hogan Preparatory Academy-owned* or employee-owned equipment will be used by the employee at the remote work location(s):

Description	Company/Item#	Serial#	Owned By

**The employee is financially liable for loss or damage to VSD-owned equipment if the loss or damage results from the employee's negligence, intentional act, or failure to exercise reasonable care, safeguarding, maintenance, or service of this equipment.*

6. The following arrangement is agreed upon for handling telephone calls made by the employee from the remote work location for Hogan Preparatory Academy business:

7. The following plan will ensure timely paperwork processing and flow for mail, reimbursements, requisitions, payroll-related forms, etc. Conditions agreed upon by the employee and the school administrator are as follows:

Get the Lead Out of School Drinking Water Act Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Beginning in the 2023-2024 school year and every subsequent school year, the School 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, the School shall:

    a. Conduct an inventory of all drinking water outlets.

    b. Develop a plan for testing every water outlet inventoried under paragraph (a) above and make such plan available to the public; and

    c. Provide general information on the health effects of lead contamination and additional informational resources for employees and parents if information is requested.

3. Before August 1, 2024, or the first day on which students will be present, the School 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. The School is not required to replace drinking water outlets or water coolers that are 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 the School;

b. Install a filter 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, the School shall:

    a. Install a filter at each point at which the water supply enters the School; 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; or

    c. Remove the outlet from service.

6. Any pipe, solder, fitting, or fixture replaced as part of remediation shall be lead free, as such term is defined in 40 CFR 143.12, as amended.

7. If test results show lead concentration that exceeds five parts per billion, the School 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, the School shall also provide bottled water if there is not enough water to meet the drinking water needs of students, teachers, and staff.

9. The School shall test for lead annually, however, if the School tests and does not find a drinking water source with a lead concentration above 5 parts per billion, the School is only required to test every five years.

Updated August 25, 2025

Community Engagement Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory Academy shall adopt a community engagement policy that provides residents of the district with methods of communicating with the Board of Hogan Preparatory Academy and the School's administration.

2. Hogan Preparatory 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 the School;

    b. Hogan Preparatory Academy may require a resident to meet with the head of the school 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 place 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. Hogan Preparatory Academy shall adopt a community engagement policy no later than July 1, 2023.

Parental Notification Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Any time Hogan Preparatory Academy is determined to be in the bottom five percent of scores on the annual performance report, Hogan Preparatory Academy shall mail a letter to the parents and guardians of each student in Hogan Preparatory Academy.

2. Such letter shall include:

    a. That Hogan Preparatory 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 Hogan Preparatory Academy's current status.

Annual Performance Report Information Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory Academy shall display the following information on its website:

    a. Hogan Preparatory Academy's annual performance rating and ranking percentage; and

    b. A list of the bottom five percent of scores for all schools and all local educational agencies.

Will's Law Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Definitions

    a. "Individualized emergency health care plan" means a document developed by the School 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 School Nurse, or the School Administrator or the Administrator's designee in the absence of the School 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 School Nurse or the School Administrator or the Administrator's designee in the absence of the School Nurse.

2. If any parent of a student of Hogan Preparatory Academy seeks epilepsy or seizure disorder care, the School 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 School 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 School Nurse or School Administrator or the Administrator's designee in the absence of the School 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 School Nurse, School Administrator or Administrator's designee in the absence of the School Nurse to share medical information with other school employees as necessary.

7. The School Nurse shall coordinate the provision of epilepsy and seizure disorder care at the School.

8. The School 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. School 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.

Identification Cards Model Policy [only required for schools that serve pupils in grades 7-12 and issue school IDs][revised December 2024]

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Beginning July 1, 2025, the School shall print on either side of the card (1) 988; (2) the nonemergency telephone number of the local police department; (3) 741741; and (4) the telephone number of a local suicide prevention hotline, if such hotline is available. 988 is the three-digit dialing code that directs calls and routes text messages to the Suicide and Crisis Lifeline. 741741 is the six digit dialing code that routes text messages to the Crisis Text Line.

2. If on July 1, 2025, the School has issued student identification cards that do not have the 988 code on them, the School shall issue those cards until the supply is depleted.

Mental Health Awareness Training Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. For each school year beginning in the 2022-2023 school year, Hogan Preparatory Academy shall provide mental health awareness training to students.

2. Each student shall have received mental health awareness training any time during their four years of high school.

3. Such training shall be included in Hogan Preparatory Academy's existing health or physical education curriculum. Such training shall be based on a program established by the Department of Elementary and Secondary Education.

Name and Pronoun Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Definitions
    a. "Gender identity" means a person's deeply held sense or psychological knowledge or his or her gender, regardless of the gender he or she was assigned at birth.

    b. "Transgender" means people whose gender identity is different from the gender assigned to them at birth.

    c. "Gender Expression" means the way a person expresses gender, such as clothing, hairstyles, activities, or mannerism.

    d. "Gender Nonconforming" means the description of people whose gender expression differs from stereotypical expectations.

2. Request to Change Name and Pronoun

    a. Any student may initiate a request to change their name and/or pronouns that the school uses to address them. If the student is under the age of 18, the school administrator shall communicate with the parent(s) and/or guardian(s) of the student and seek permission for the student to make a change to their name and/or pronouns used by the school.

    b. If the student is over the age of 18, the school shall use the name and/or pronouns the student requests. Hogan Preparatory Academy administrator shall not seek parental and/or guardian permission to make such a change. In order to maintain the student's privacy, in communications with the student's parent(s) and/or guardian(s) the school shall use the student's legal name and the pronouns corresponding to the student's gender assigned at birth, unless the student has given the school permission to use the student's preferred name and/or pronouns.

3. Official Records

    a. Hogan Preparatory Academy is required to maintain a mandatory, permanent pupil records that includes a student's legal name and legal gender. The school shall change the legal name and legal gender of the student in the student's permanent pupil record upon receipt of documentation that such change has been made pursuant to a court order.

    b. Hogan Preparatory Academy shall also use a student's legal name and legal gender on any other documentation as required by law.

Special Education Records Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. A student special education record is:
    a. an individualized education program (IEP), as such term is defined in 20 U.S.C. Section 1401, as amended;
    b. an individualized family service plan (IFSP), as such term is defined in 20 U.S.C. Section 1401, as amended; and
    c. c. a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, as amended.
2. A student special education record is a permanent record and Hogan Preparatory Academy will maintain such a record as part of a student's cumulative scholastic record.
3. Notwithstanding any other policy, including a records retention policy, Hogan Preparatory Academy will not destroy a student's most recent student special education record.

Electronic Personal Communication Device Policy

To support school environments in which students can fully engage with their classmates, their teachers, and instruction, the Board of Directors of Hogan Preparatory Academy has determined the use of electronic personal communication devices by students during school hours should be limited.

The objective of this policy is to strengthen Hogan Preparatory Academy's focus on learning.

I. Research

Research shows that student use of electronic personal communication devices in schools has negative effects on student performance and mental health. Electronic personal communication devices distract students from classroom instruction, resulting in smaller learning gains and lower test scores. Increased cell phone use has led to higher levels of depression, anxiety, and other mental health disorders in children.

II. Definitions

Electronic Personal Communication Device is a portal device that is used to initiate, receive, store or view communication, information, images or data electronically, to include, but not limited to cellular phones and tablets.

Instructional Time means time during which the district/school is responsible for a student and the student is required or expected to be actively engaged in a learning activity. It includes, but is not limited to, instructional activities in the classroom or study hall during regularly scheduled hours, required activities outside the classroom, and counseling, private conferences, or tutoring provided by school employees or volunteers acting in their official capacities during or outside of regular school hours.

III. Applicability

This policy applies to the use of electronic personal communication devices by students while on school property during instructional time (as defined above).

IV. Use of electronic personal communication devices

Students are prohibited from using electronic personal communication devices during instructional time.

V. Exception

Nothing in this policy prohibits a student from using an electronic personal communication device for a purpose documented in the student's individualized education program developed under or a plan developed under section 504 of the "Rehabilitation Act of 1973," 29 U.S.C. 794.

A student may use an electronic personal communication device to monitor or address a health concern.

Students will be provided with a school provided pass to use their electronic personal communication devices under these exceptions that they must keep with them at all times.

VI.* Electronic Personal Communication Device S*torage

Students shall keep their electronic personal communication devices in a storage device provided by the district, at all times when electronic personal communication devices use is prohibited.

VII. Discipline

If a student violates this policy, a teacher or administrator have the following disciplinary measures at their disposal up to and including long-term suspension or expulsion, depending on the severity of the behavior. Typically a progressive disciplinary track would be recommended, as outlined below:

- Give the student a verbal warning and require the student to store the student's electronic personal communication device in accordance with this policy.
- Securely store the student's electronic personal communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.
- Place the student's electronic personal communication device in the school's central office for the remainder of the school day.
- Place the student's electronic personal communication device in the school's central office to be picked up by the student's parent or guardian.
- Schedule a conference with the student's parent or guardian to discuss the student's electronic personal communication device use.
- Other.

Updated July 28, 2025

School Safety Coordinator Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory Academy shall designate a primary and secondary school safety coordinator. Such coordinators shall have a thorough knowledge of all federal, state, and local school violence prevention programs and resources available to students, teachers, or staff in the school.
2. The school safety coordinators and other designated personnel, as necessary, shall complete the following, within one year of being designated as Coordinators:

a. The Federal Emergency Management Administration's IS-100.C: Introduction to the Incident Command System, ICS 100, or its successor course and The Federal Emergency Management Administration's IS-200: Basic Incident Command System for Initial Response, ICS-200, or its successor course; or

b. The Incident Command System for Schools course provided by the Missouri School Boards' Association's Center for Education Safety, or its successor course created by CES to replace the ICS for Schools course.

Updated July 28, 2025

Activity and Event Participation of Non-Students Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. A student who is receiving instruction at a Family Paced Education ("FPE") school, home school, or virtual school as a full-time equivalent student shall be allowed the opportunity to try-out for (if applicable) or to participate in any event or activity offered by Hogan Preparatory Academy in accordance with the following conditions:

    a. The student provides proof of residency within the boundaries of the school district within which Hogan Preparatory Academy sits;

    b. If participating in athletics, documentation of a physical, including details on any underlying conditions relevant to such participation;

    c. The student shall adhere to the same behavior, responsibility, performance, and code of conduct standards directly related to the event or activity as those students enrolled in Hogan Preparatory Academy; and

    d. The student shall fulfill the same financial requirements as those required of students enrolled in Hogan Preparatory Academy.

2. If such student requests to participate in a fine arts activity, such student shall be required to participate in and complete any integral components of instruction provided during a course held during the school day, if applicable.

3. If such student requests to participate in a career or technical student organization, such student shall be required to participate in any applied learning and engagement which are integral components of instructions for an approved career and technical education program in Missouri, if applicable.

4. If such student requests to participate in an integrated cocurricular activity, such student shall be required to participate in any appropriate coursework and preparation of the related activities during the school day, if applicable.

5. If a student whose academic performance or disciplinary status would preclude such student from eligibility to participate in any extracurricular event or activity at Hogan Preparatory Academy disenrolls from Hogan Preparatory Academy in order to receive instruction at an FPE school, home school, or virtual school as a full-time equivalent student, such student shall not be eligible to participate in any event or activity at Hogan Preparatory Academy for twelve months from the date of disenrollment.

6. Any records created or retained pursuant to this policy shall not be disclosed unless required by federal or state law.

7. For purposes of this policy, the following terms mean:

a. Athletics, "any interscholastic athletic games, contests, programs, activities, exhibitions, or other similar competitions for students;

b. "Event or activity", athletics, fine arts activities, integrated cocurricular activities, or other extracurricular occurrences directly related to such athletics, fine arts activities, or integrated cocurricular activities that are sponsored, organized, or provided for students by Hogan Preparatory Academy;

c. "FPE school", a school, whether incorporated or unincorporated that: (1) has its primary purpose the provision of private or religious-based instruction; enrolls children between the ages of seven years and the compulsory attendance age for the school district in which the FPE school is located, of which no more than four are unrelated by affinity or consanguinity in the third degree; does not charge or receive consideration in the form of tuition, fees, or other remuneration in a genuine and fair exchange for provision of instruction; and may enroll children who participate in the Missouri Empowerment Scholarships Account Program;

d. "Full-time equivalent", a student who is enrolled in the instructional equivalent of six credits per regular term;

e. "Home school", a school, whether incorporated or unincorporated that: (1) has its primary purpose the provision of private or religious-based instruction; enrolls children between the ages of seven years and the compulsory attendance age for the school district in which the home school is located, of which no more than four are unrelated by affinity or consanguinity in the third degree; does not charge or receive consideration in the form of tuition, fees, or other remuneration in a genuine and fair exchange for provision of instruction; does not enroll children who participate in the Missouri Empowerment Scholarships Account Program; and is not an FPE school;

f. "Integrated cocurricular activities", activities that are outside of the regular school curriculum but complement and supplement such curriculum.

Approved August 25, 2025

ANTI-INTRUDER LOCK POLICY

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Definitions
    a. "Anti-intruder door lock", a mechanical or electronic door-locking mechanism on an interior door that is designed to keep an intruder from entering an interior room that shall:
        i. Be capable of
            1. Locking from inside or outside the room;
            2. Unlocking from outside the room with a key or other approved means; and
            3. Locking or unlocking from inside the room without the use of a key or special knowledge or effort; and
        ii. Control access to the room
    b. "Exterior door or entryway", any location of normal ingress and egress into or out of a school building
    c. "Interior door", an egress door from a classroom, office, or other occupied room that provides access to the interior of a building
    d. "Master key box", an exterior secure master key box that meets the standards prescribed under Underwriters Laboratories Standard 1037 for use by fire protection and law enforcement.
2. Each interior door of the school shall be equipped with an anti-intruder lock.
3. The school may be equipped with one or more master key boxes to contain the necessary keys and access tools for fire protection and law enforcement agencies to gain access to exterior or interior doors or entryways, including those equipped with an anti-intruder lock.
4. Before or in conjunction with installing such anti-intruder locks, [SCHOOL] shall develop and implement school building access policies or practices that control access to individual classrooms, if such policies have not been implemented.

Approved August 25, 2025

Cardiac Emergency Response Policy

The Governing Board of Hogan Prep Academy adopts the following policy effective on that date that the policy is adopted by the Board.

This policy provides direction and detailed guidance for responding to a sudden cardiac arrest ("SCA") through a Cardiac Emergency Response Plan ("CERP"). This plan outlines Cardiac Emergency Response Teams ("CERTs"), AED maintenance and locations, CERP protocol and related staff training/certification.

SECTION 1. Developing a Cardiac Emergency Response Team (CERT)

1) Designate one person as the Cardiac Emergency Response Team Coordinator who oversees CPR-AED program activities, training, education, and evaluation.
2) Appoint at least 10% of staff to participate in the CERT.
3) All individuals on CERT should have current CPR/AED training from a nationally recognized organization.
4) Designate individuals to promptly call 9-1-1 and direct EMS to the location

SECTION 2. Automated External Defibrillators (AEDs) – Placement, Installation and Maintenance

1) Minimum recommended number of AEDs for [SCHOOL] include inside the building and outside the building:
    a) *Inside the building* – The number of AEDs shall be sufficient to enable a person to retrieve an AED and deliver it to any location within the building, ideally within 3 minutes of being notified of a possible cardiac emergency. AED should be clearly marked in a backpack or hard case.
    b) *Outside the building* (e.g., on school grounds, venues, or athletic fields) – The number of AEDs, either stationary or in the possession of an on-site athletic trainer, coach, or other qualified person, shall be sufficient to enable the delivery of an AED to any location outside of the building including any venue, athletic field, or school grounds, ideally within 3 minutes of being notified of a possible cardiac emergency. AED should be clearly marked in a backpack or hard case.
2) Regularly check and maintain each AED in accordance with the AED's operating manual and maintain a log of the maintenance activity including periods of time where the building or location will not be used for long periods of time, such as

summer months when school is not in session or community locations only opened at certain times of the year.

3) CERT coordinator should set up a process for verifying and tracking equipment readiness and maintenance.
4) Additional Resuscitation Equipment: A resuscitation kit shall be connected to the AED carry case. The kit shall contain latex-free gloves, razor, scissors, towel, antiseptic wipes, a CPR barrier mask, and consider an extra set of AED pads. Consider storing other medical equipment with the AED or kit such as Naloxone and Epinephrine autoinjector.
5) AEDs should not be locked in an office. It should be stored in a location that is always easily and quickly accessible.
6) AEDs shall be accessible for responding to a cardiac emergency during day and night activities (e.g., sports activities) and after-hours activities (e.g., after-school activities) in accordance with this CERP.
7) Each AED should have one set of AED pads with the device.
8) Signage: All AEDs should have clear AED signage to be easily identified. These should be visible from the normal path of travel. A projecting (three-dimensional) universal AED sign shall be installed above cabinet or bracket/wall rack clearly marking the location of AED(s).
9) Remove warning "for professional use only" on AED cabinets as AEDs provide instructions for use.
10) Locations of the AEDs are to be listed in the CERP Protocol with Building Location Information, AED locations, and Maps.

SECTION 3. Communication of CERP Protocol

1) The CERP Protocol should be posted in places such as (but not limited to):
    a) In each classroom, cafeteria, restroom, health room, break room and in all offices or other occupied spaces.
    b) Adjacent to each AED.
    c) Adjacent to each public telephone.
    d) In the gym, near the swimming pool, and in all other indoor locations where athletic activities take place.

e) At other strategic locations, including outdoor physical education and athletic venues and facilities.
f) Attached to all portable AEDs.

2) The CERP protocol should be distributed to:
   a) All staff and administrators at the start of each year (or school year), with updates distributed as made. In workplace and recreation centers, the CERP protocol should be made available annually and when updates are made.
   b) All staff should be educated on the CERP protocol in their school yearly.
   c) All staff should be educated on recognizing the signs of a cardiac emergency that is or may become a SCA, how to activate a response, location of AEDs, and ideally have an introduction to at least hands-only CPR and AED use.
   d) New staff members should receive the CERP protocol in their orientation materials.

SECTION 4. Training in Cardiopulmonary Resuscitation (CPR) and AED Use

1) Staff training
   a) The CERT team and at least ten percent of the staff staff should be trained in cardiopulmonary resuscitation (CPR) and in the use of an AED. Training shall be renewed at least every two years.
   b) The school or organization should designate the person responsible for coordinating staff training and the medical contact for AEDs, if available.
   c) Training may be traditional classroom, on-line, or blended instruction but should include cognitive learning, hands-on practice, and testing.
   d) All staff and appropriate volunteers, regardless of if they are a CERT member, should receive annual training on SCA and understand how to recognize a cardiac arrest, how to initiate the response team, and where the AEDs in the building are located.
   e) Include as many other people as possible (staff, faculty, coaches, volunteers, students, parents, etc.) who can receive additional CPR/AED education and awareness of the plan.

SECTION 5. Local Emergency Medical Services (EMS) Integration with the School Plan

1) Provide a copy of this Cardiac Emergency Response Plan to local emergency response and dispatch agencies (e.g., the 9-1-1 response system), which may include local police and fire departments and local EMS.
2) The development and implementation of the CERP shall be coordinated with the local EMS Agency, organization safety officials, on-site first responders, administrators, organizational leadership, athletic trainers, school nurses, and other members of the school or community medical team.
3) Work with local emergency response agencies to 1) coordinate this Plan with the local emergency response system and 2) to inform local emergency response system of the number and location of on-site AEDs.

SECTION 6. Conduct Practice Drills

1) Please refer to the 'Cardiac Emergency Drills' section on the Project ADAM website for more information.
2) Cardiac Emergency Response Drills are an essential component of this Plan. The [SCHOOL] should perform at least one successful drill each year (two or more are recommended) with the participation of staff, safety officials and other targeted responders. A successful Cardiac Emergency Response Drill is defined as full and successful completion of the Drill in 5 minutes or less. One drill may include a tabletop exercise with all the staff and CERP members present.

SECTION 7. Annual Review and Evaluation of the Plan

1) Conduct an annual internal review of the Cardiac Emergency Response Plan (CERP) for schools. The annual review should focus on ways to improve the response process, to include:
    a) A *post-event review* following an event. This includes review of existing documentation for any identified cardiac emergency that occurred at the location or at any sanctioned function. There should be a designated person responsible for establishing the documentation process.
2) Post-event documentation and action shall include the following:
    a) A contact list of individuals to be notified in case of a cardiac emergency.
    b) Determine the procedures for the release of information regarding cardiac emergencies.

c) Date, time, and location of the cardiac emergency and the steps taken to respond to the cardiac emergency.
d) The identification of the person(s) who responded to the emergency.
e) The outcome of the cardiac emergency. This shall include but not be limited to a summary of the presumed medical condition of the person who experienced the cardiac emergency to the extent that the information is publicly available. Personal identifiers should not be collected unless the information is publicly available.
f) An evaluation of whether the CERP and CERP Protocol was sufficient to enable an appropriate response to the specific cardiac emergency. The review shall include recommendations for improvements to the CERP and CERP Protocol and in its implementation if the plan was not optimally suited for the specific incident. The post-event review may include discussions with medical personnel (ideally through the school's medical counsel) to help in the debriefing process and to address any concerns regarding on-site medical management and coordination.
g) An evaluation of the debriefing process for responders and post-event support. This shall include the identification of aftercare services including crisis counselors and/or other local resources.
h) A review of the documentation for all Cardiac Emergency Response Drills performed during the year. Consider pre-established Drill report forms to be completed by all responders.
i) A determination, at least annually, as to whether additions, changes or modifications to the Plan are needed. Reasons for a change in the Plan may result from a change in established guidelines, an internal review following an actual cardiac emergency, or from changes in facilities, equipment, processes, technology, administration, or personnel.
j) After an actual emergency event occurs, you may need assistance in downloading and storing information from the AED to aid in the patient's continued medical care.
k) If the AED is taken with the patient or is removed from its cabinet, please place a sign about where the next closest one is located until there is an AED

put back in the cabinet. Consider having a process or checklist for AEDs that have been used to verify all parts have been checked and replaced.

SCTION 8. Activation of Cardiac Emergency Response Team During an Identified Cardiac Emergency

1) Activate the Cardiac Emergency Response Team immediately when a cardiac emergency is suspected.
2) The Protocol for responding to a cardiac emergency should be posted and readily accessible to anyone.

Approved August 25, 2025

Comprehensive Emergency Operations Plan Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. The School shall adopt a comprehensive emergency operations plan to address:
    a. School safety, crises, and emergency operations;
    b. Prevention, preparation, operations, and follow-up;
    c. Collaboration with local law enforcement, providers of fire protection services, and emergency management; and
    d. Consideration of supporting mental health needs of all involved in a crisis.
2. The emergency operations plan shall be shared with local law enforcement, providers of fire protection services, and emergency management.
3. A physical security site assessment shall be conducted annually.
4. The Department of Elementary and Secondary Education will publish standards for emergency operations plans and annual physical security site assessment. The School will review and adopt such standards to the extent such standards meet the needs of the School.

Approved August 25, 2025

Stop the Bleed Act Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Hogan Preparatory Academy shall adopt the traumatic blood loss protocol developed by the Department of Elementary and Secondary Education. Upon adoption of this protocol, Hogan Preparatory Academy shall post the protocol on its website.

Approved August 25, 2025

Student Enrollment Behavioral Threat Assessments and Personal Safety Plans Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. If applicable, prior to enrolling a student, the school shall request, from any such student's prior local educational agency, records of any behavioral threat assessments and personal safety plans for the student if the student is currently subject to an active personal safety plan or has been subject to a personal safety plan in the previous twelve months.
2. For purposes of this policy, the following terms mean:
    a. "Behavioral threat assessment", records associated with an evaluation of a student who has shown or demonstrated: (a) Homicidal or suicidal ideation; (b) Planning an attack on a school, other students, faculty, staff, or administration; or (c) Behavior that puts students, faculty, staff, or administration at risk for harm;
    b. "Personal safety plan", an agreement based upon the findings of the behavioral threat assessment record between the school and the students' parents or guardians, or between the school and the student if the student is emancipated or an unaccompanied youth as defined in section 210.121, that: (a) Stipulates rules for attendance at the school; (b) Provides benchmarks that allow for the student to be released from the personal safety plan over time; and (c) Provides immediate access to a trusted adult for the student with the personal safety plan.

Approved August 25, 2025

Zero Tolerance Discipline Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Hogan Preparatory Academy shall not implement, utilize, or otherwise any zero-tolerance disciplinary policy or practice of discipline that results in an automatic disciplinary consequence against a pupil without the discretion to modify such disciplinary consequence on a case-by-case basis, such as automatic detention, suspension, or expulsion or the automatic imposition of other disciplinary measures.

Approved August 25, 2025

CROWN Act Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. No person shall be discriminated against based on the person's hair texture or protective hairstyle, if that protective hairstyle or texture is commonly associated with a particular race or origin.

2. The School may require the use of hair nets or coverings or may require that hair be secured for safety purposes in any career and technical training course or class to comply with safety regulations and standards of the course or class throughout the duration of the course or class.

Approved October 27, 2025

Records Retention Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

The School shall effectively maintain and manage its records, including all electronic records, in accordance with state and federal law. The School is subject to the Missouri Records Retention Law and Local Record Retention Schedule for Public School Districts as provided by the Missouri Secretary of State.

For purposes of this policy, the term “record” is defined as any document, including in electronic format, which was made or received pursuant to law or in connection with the transaction of official business.

Approved October 27, 2025

Corporal Punishment Policy

No persons, including parent(s) or guardian(s) of a student shall be allowed to come on any campus of HPA to administer or cause corporal punishment to be administered upon a student attending HPA on the any of the premises of HPA. Any parent or guardian who engages in corporal punishment upon a student attending HPA shall be subject to the mandatory reporting requirements per the State's statutes for schools and/or reporting to local police.

Approved November 2025

Bus Driver Background Check Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. A MACHS criminal background and Family Registry background check shall be conducted for all school bus drivers and drivers of other vehicles owned by the School or operated under contract with the School and used for the purpose of transporting school children.

2. It shall be the responsibility of the School to conduct the background check for all drivers employed by the School.

3. It shall be the responsibility of the transportation company to conduct the background check for all drivers employed or contracted by the transportation company.

Updated December 2025

Students in Foster Care Policy

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

I. Educational Liaison for Foster Care Children

A. The School Leaders shall designate a staff person as the educational liaison for foster care children.

B. The liaison shall do the following in an advisory capacity:

a. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of foster children;

b. Assist students in foster care when transferring from one school to another or from one school district to another, by ensuring proper transfer of credits, records, and grades;

c. Request school records within two business days of placement of a foster care pupil in a school; and

d. Submit school records of foster care pupils within three business days of receiving a request for school records.

II. Enrollment of Students in Foster Care

A. Any student in foster care shall be immediately enrolled at the School and the Educational Liaison for Foster Care Children the School shall coordinate such enrollment.

B. The Educational Liaison for Foster Care Children shall coordinate with the Missouri Department of Social Services to ensure the educational stability of children in foster care.

C. The Educational Liaison for Foster Care Children shall make all such assurances to the Missouri Department of Social Services that:

1. A child in foster care will remain in the child's school of origin unless a determination is made that it is not in such child's best interest to attend the school of origin, which decision shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational

setting and the proximity to the school in which the child is enrolled at the time of placement;

2. When a determination is made that it is not in such child's best interest to remain in the school of origin, the child is immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment.

3. The enrolling school shall immediately contact the school last attended by any such child to obtain relevant academic and other records

Updated January 2026

SECTION 5:

EDUCATIONAL

INSTRUCTION

Course Requirements – Constitution, American History,

Missouri Government, Civics Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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. Curriculum for grades 9 through 12 shall include a course of instruction in the institutions, branches, and functions of the government of the state of Missouri, including local governments, and of the government of the United States, and in the electoral process. Each pupil who receives a high school diploma or certificate of graduation shall satisfactorily complete such a course of study. Such course shall be of at least one semester in length and may be two semesters in length. The School may waive the requirements of this subsection for any student who transfers from outside the state to the School if the student can furnish documentation deemed acceptable by the School of the student's successful completion in any year from the ninth through the twelfth grade of a course of instruction in the institutions, branches, and functions of state government, including local governments, and of the government of the United States, and in the electoral process.

3. 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.

4. No pupil shall receive a certificate of graduation unless he has satisfactorily passed an examination on the provisions and principles of the Constitution of the United States and of the state of Missouri, and in American history and American institutions, and American civics. The civics portion of the examination shall consist of one hundred questions similar to the one hundred questions used by the United States Citizenship and Immigration Services administered to applicants for United States citizenship. The civics examination requirement may be waived for any student with a disability if recommended by the student's IEP committee. [12]

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Reading Instruction Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

The School shall have reading programs in kindergarten through grade three based in scientific research. Such programs shall include the essential components of phonemic awareness, phonics, fluency, vocabulary, and comprehension, and all new teachers who teach reading in kindergarten through grade three shall receive adequate training in these areas.

The program may include "explicit systematic phonics", which, for the purposes of this section, shall mean the methodology of pronouncing and reading words by learning the phonetic sound association of individual letters, letter groups, and syllables, and the principles governing these associations.

Human Sexuality And Sexually Transmitted Diseases Instruction Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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

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

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

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

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

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

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

(7) Teach pupils about the dangers of sexual predators, including online predators when using electronic communication methods such as the internet, cell phones, text messages, chat rooms, email, and instant messaging programs. Pupils shall be taught how to behave

responsibly and remain safe on the internet and the importance of having open communication with responsible adults and reporting any inappropriate situation, activity, or abuse to a responsible adult, and depending on intent and content, to local law enforcement, the Federal Bureau of Investigation, or the National Center for Missing & Exploited Children's CyberTipline;

(8) Teach pupils about the consequences, both personal and legal, of inappropriate text messaging, even amount friends;

(9) Teach pupils about sexual harassment, sexual violence, and consent:

(a) "Consent" means a freely given agreement to the conduct at issue by a competent person. An expression of lack of consent through words or conduct means there is no consent. Lack of verbal of 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. The School shall notify the parent or legal guardian of each student enrolled in the school of:

(1) The basic content of the district's or school's human sexuality instruction to be provided to the student; and

(2) The parent's right to remove the student from any part of the district's or school's human sexuality instruction.

(3) All curriculum materials used in the human sexuality instruction shall be available for public inspection pursuant to chapter 610 prior to the use of such materials in actual instruction.

(4) The School will not provide abortion services, or permit a person or entity to offer, sponsor, or furnish in any manner any course materials or instruction relating to human sexuality or sexually transmitted diseases to its students if such person or entity is a provider of abortion services.

Grading and Reporting Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Grading.

SECTION 1.1. The School Leader or his/her designee shall be responsible for developing a grading scale which comports with the School's instructional philosophy, curriculum, and state mandates.

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

SECTION 2. Reporting Student Progress.

SECTION 2.1. A report card will go home every [quarter].

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

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

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

Field Trips and Enrichment Activities Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Field Trips and Enrichment Activities.

SECTION 1.1 All field trips and enrichment activities should be a cooperative activity involving teachers, pupils, administrators, and parents. Trips/activities should be carefully planned for timely implementation as part of the instructional, co-curricular, or extracurricular programs of the school.

SECTION 1.2. The School Leader or his/her designee has the responsibility of developing a field trip and enrichment activity manual. This handbook furnishes guidelines for field trips and enrichment activities including planning information, parental permission forms, solicitation letters, and approved categorized lists of recommended field trips/activities. The handbook is to be revised and approved annually when necessary.

SECTION 1.3. Annual field trip plans for school day instructional trips should be developed by each teacher early in the school year and submitted to the School Leader or his/her designee.

SECTION 2. Board Notification.

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

SECTION 3. Documentation.

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

SECTION 4. Unauthorized Field Trips.

Unless approved by the Administrator(s), trips organized by teachers in conjunction with parents or other non-school organizations to any destinations during holiday periods (for example, Summer, Thanksgiving, Winter Break, Spring Break) will not be recognized by the Governing Board as approved field trips. The Governing Board assumes no liability for such trips. The use of school staff during the regular work day, school facilities, and school supplies for planning such trips is prohibited. The recruitment of students for such trips, or communicating information related to such trips should not occur on school property.

Services for Students with Disabilities Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

The School does not have a general curriculum for students with disabilities. Instead, it is the policy of the School 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.

The School 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 School Leader, 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 Students with Disabilities Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date the policy is adopted by the Board.

It is the policy of Hogan Preparatory 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.

The School 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.

Instruction for At-Risk Students Policy

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. At-risk students are those whose educational outcomes are in jeopardy because they are experiencing academic deficits, have become disaffected with school and learning, or impacted by other factors which impede education and social development.

SECTION 2. Hogan Preparatory 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

The Board of Hogan Preparatory Academy adopts the following policy effective on the date that the policy is adopted by the Board.

SECTION 1. Hogan Preparatory 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 Hogan Preparatory Academy shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

SECTION 3. Hogan Preparatory 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

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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

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 Chief Academic Officer.

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 Building Principals 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

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Course Access and Virtual School Enrollment
As required by Missouri statute, any student under the age of twenty-one in grades kindergarten through twelve shall be allowed to enroll in Missouri course access and virtual school program courses of his or her choice as part of the student's annual course load each year or a full-time virtual school option.

Section 2. Costs
The school shall pay the costs associated with the course or courses if:

The student is enrolled full-time in and has attended, for at least one semester immediately prior to enrolling in the Missouri course access and virtual school program, a public school except if the student has a documented medical or psychological diagnosis or condition that prevented the student from attending a school in the community the previous semester; and

The school approves the student's enrollment in a Missouri course access and virtual school program course or courses. If the school disapproves the student's enrollment, the school shall provide the reason in writing and it shall be for "good cause." “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.

[*Note: The School can use the same appeal process as long as it is tailored for considerations regarding virtual school as described in this policy.].

Section 3. Notice of Right to Participate
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. A+ Students
If a student is a candidate for A+ tuition reimbursement, the school shall attribute no less than ninety-five percent attendance to any such student has who completed a virtual course.

Section 6. Transfer Students
Pursuant to rules to be promulgated by the department of elementary and secondary education, 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 7. Monitoring Student Progress
The school shall monitor student progress and success, and take into account the department of elementary and secondary education's and provider's recommendations regarding a student's enrollment in the program. The school may terminate or alter the course offering if it is found the course or full-time virtual school is not meeting the educational needs of the students enrolled in the course.

The school shall monitor student progress and success, and course or full-time virtual school quality, and annually provide feedback to the department of elementary and secondary education regarding course quality

Academic and Career Counseling Program Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

A school that is a local educational authority may establish an academic and career counseling program. This program must be established in cooperation with parents and the local community to meet the needs of the students in the community. The school may use the Missouri comprehensive school counseling program as a resource for developing their program.

Braille Instruction Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Definitions

- **"Accessible assistive technology device"**, an assistive technology device, as defined in 20 U.S.C. Section 1401, as amended, that provides blind or visually impaired students the benefits of an educational program in an equally effective and integrated manner as that provided to nondisabled students;

- **"Adequate instruction"**, the quality teaching of blind or visually impaired students, as it pertains to general education and necessary blindness skills, in alignment with the U.S. Department of Education's definition of free appropriate public education, as defined in 20 U.S.C. Section 1401, as amended;

- **"Blind or visually impaired student"**: A child who: (i) Has an individualized education program (IEP) or an individualized family service plan (IFSP), as such terms are defined in 20 U.S.C. Section 1401, as amended, or a 504 plan created under Section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended; and (ii) Is identified as having the disability of visual impairment (including blindness) within the definition of child with a disability in 20 U.S.C. Section 1401, as amended; OR An individual who is deaf-blind under the federal Individuals with Disabilities Education Act (IDEA), as amended, or other federal law;

- **"Braille"**, the system of reading and writing through touch;

- **"Expanded core curriculum"**, a disability-specific curriculum that compensates for vision loss, is foundational to all other learning, and that covers the nine essential areas of compensatory access, sensory efficiency, assistive technology, orientation and mobility, social interaction, recreation and leisure, independent living, self-determination, and career education;

- **"Grade level instruction"**, instruction that aligns with state-designated content standards and curricula for students of the same age or level of maturity, based on the development of intellectual, emotional, physical, and behavioral capacity that is typical for the student's age or age group;

- **"Local educational agency"** or **"LEA"**, the same definition as in 20 U.S.C. Section 1401, as amended;

- **"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.

Agriculture or Career and Technical Course Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Agriculture or Career and Technical Course Substitution
Section 1.1 In accordance with applicable laws and regulations, the school shall allow a student to fulfill one unit of academic credit with a school approved agriculture or career and technical education course.

Section 1.2. An agriculture or career and technical education course may be substituted for any communication arts, mathematics, science or social studies unit required for high school graduation in any combination up to fulfilling one requirement in each of the four subject areas.

Section 1.3. The substitute may not be made where the course for which the agriculture or career and technical education course is being substitute requires and end-of- course statewide assessment.

Computer Science Course Credit Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Computer Science Course Substitution
Section 1.1. In accordance with applicable laws and regulations the school shall allow a student to fulfill one unit of academic credit with a school approved computer science course for any mathematics, science, or practical arts unit required for high school graduation.

Section 1.2. Any student wanting to substitute a computer science course shall have either taken all courses the require end-of-course examination for math and science or is on track to take all courses that require end-of-course examinations for math and science.

Section 1.3 The school shall communicate to students electing to use a computer science course for a mathematics unit that some institutions of higher education may require four units of academic credit in mathematics for college admission. The parent, guardian, or legal custodian of each student who chooses to take a computer science course to fulfill a unit of academic credit in mathematics shall sign and submit to the school a document containing a statement acknowledging that taking a computer science course to fulfill a unit of academic credit in mathematics may have an adverse effect on college admission decisions.

Physiology Textbook Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

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.

Personal Plan of Study Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Section 1. Personal Plan of Study

Section 1.1. Each student in the school, prior to his or her ninth grade year may develop with help from the school's guidance counselors a personal plan of student, which shall be reviewed regularly, as needed by school personnel and the student's parents or guardian and updated based upon the needs of the student.

Section 1.2. A personal plan of study shall present a sequence of courses and experiences that conclude with the student reaching his or her postsecondary goals, with implementation of the plan of study transferring to the program of postsecondary education or training upon the student's high school graduation.

Section 1.3. A student's person plan of study shall include, but not be limited to the following information:

1. Requirements for graduation from the school district or charter school;
2. Career or postsecondary goals;
3. Coursework or program of study related to career and postsecondary goals, which shall include, if relevant, opportunities that the district or school may not directly offer;
4. Grade-appropriate and career-related experiences, as outlined in the grade-level expectations of the Missouri comprehensive guidance program; and
5. Student assessments, interest inventories, or academic results needed to develop, review, and revise the personal plan of study, which shall include, if relevant, assessments, inventories, or academic results that the school district or charter school may not offer.

Section 2. Waiver for Students with IEPs

Section 2.1. The school shall waive the requirements of this Policy for any student with a disability if recommended by the student's IEP committee.

Show-Me Success Diploma Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory Academy may offer a course of student designed to meet the requirements of the Show-Me Success Diploma program as established by the Department of Elementary and Secondary Education.
2. If Hogan Preparatory Academy offers the Show-Me Success diploma, such diploma shall be available to any student until the end of that student's twelfth grade year.
3. Any student who earns a Show-Me Success diploma may remain at the School and participate in programs of study offered by Hogan Preparatory Academy until the student would otherwise have graduated at the end of twelfth grade.

Reading Success Plan Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory Academy shall adopt and have on file a policy for reading success plans.
2. Hogan Preparatory Academy shall provide all parents and guardians, including students who have a substantial deficiency in reading, with suggestions for regular parent-guided home reading.

Reading Instruction Act Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. "Evidence-based reading instruction" includes practices that have been proven effective through evaluation of the outcomes for large numbers of students and are highly likely to be effective in improving reading if implemented with fidelity.

2. Hogan Preparatory 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 give shall receive training in the areas required under the evidence based reading instruction program.

Computer Science Course Requirement Policy

[required for high school]

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory Academy shall offer at least one computer science course in an in-person setting or as a virtual or distance course option.
2. Such course shall:
    a. Meet the State Board of Education's definition of high quality;
    b. Meet or exceed the computer science performance standards developed and adopted by the Department of Elementary and Secondary Education; and
    c. Be offered in Hogan Preparatory Academy's course catalog

Reading Assessment Policy

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

1. Hogan Preparatory 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. The School shall also assess any newly enrolled student in grades one through five.

2. At the beginning of the school year, Hogan Preparatory 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. Hogan Preparatory 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 Hogan Preparatory 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, Hogan Preparatory 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. If the summer school program is available Hogan Preparatory 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, the School 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, Hogan Preparatory 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, Hogan Preparatory Academy shall notify the parent or guardian of academic or other progress being made by the student. This notification shall include any other information Hogan Preparatory Academy wishes to provide the parent or guardian.

10. Hogan Preparatory Academy shall provide all parents and guardians with a plan that includes suggestions for regular parent or guardian-guided home reading.

11. Hogan Preparatory 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. Hogan Preparatory Academy provide a report to the Department of Elementary and Secondary Education regarding specific intensive reading interventions and supports the School implemented as well as the reading assessment data collected for grades kindergarten through five.

SECTIONS 6:
Hogan Preparatory Academy
Specific Policies

POLICY 1431 – SCHOOL/COMMUNITY RELATIONS – CODE OF CONDUCT - ADULTS

(Last approved: 9/27/2021)

The Board of Directors is committed to providing a safe, harassment-free environment for students and employees, which promotes mutual respect, civility and orderly conduct among Hogan Preparatory Academy employees, parents and the public. Hogan Preparatory Academy discourages uncivil behavior. This policy is not intended to deprive any person of his or her freedom of expression, but rather to maintain a safe, orderly educational environment for our students.

Therefore, the Board has established a code of conduct for parents, patrons, and visitors during communications as well as while on school premises and at school activities. All parents, patrons, and visitors will be expected to conduct themselves in a manner reflective of a positive role model for children. Uncivil behavior shall be defined as any behavior that is (1) physically or verbally threatening, either overtly or implicitly, as well as behavior that is aggressive, hostile, volatile, coercive, intimidating, violent, harassing or bullying, and (2) directed toward employees, students, parents, patrons, visitors or anyone having business with Hogan Preparatory Academy.

Examples of uncivil behavior include, but are not limited to, the use of profanity, disrupting or threatening to disrupt school or office operations, threatening the health or safety of others, willfully causing property damage, loud or offensive language that might provoke a violent reaction, personally insulting remarks, attacks regarding a person's race, gender, nationality, religion, disabling condition or any other personal characteristic, or behavior that is out of control. Uncivil behavior may be verbal or nonverbal and can occur during face-to-face or written communications, telephone conversations, voice mail messages, and any other electronic means or medium of communication.

Any individual who engages in uncivil behavior will be advised by the employee to whom the remarks are directed to communicate in a civil manner. If the individual does not stop the uncivil behavior, the Hogan Prep employee will notify the individual that the meeting and/or communication is terminated, and shall notify his/her supervisor of such incident immediately. If the uncivil behavior occurs on school property or during a school activity, the individual will be directed to leave promptly. The supervisor shall make a determination on the method of any future communication which may include advising the individual that they are not allowed on school property or at school activities until further notice and that any future communication be directed only to the supervisor.

Physical or violent behavior will result in a ban by the Superintendent from school premises and activities and will be referred to law enforcement and any other relevant agency. The Superintendent, in consultation with the Board, will determine the length of the ban. Failure to comply with the restricted access provided in this policy will result in the filing of civil and/or criminal charges.

POLICY 2520 – STUDENT ACADEMIC ACHIEVEMENT

(Last approved: 05/24/21)

The Governing Board of Hogan Preparatory Academy adopts the following policy effective on that date that the policy is adopted by the Board.

Promotion and Retention

The purpose of promotion and retention is to provide maximum consideration for the long-range welfare of the student and to provide an opportunity for each student to progress through school according to his/her own needs and abilities.

Academic Probation

A student is on academic probation if he/she fails 3 (three) or greater classes in a semester. During academic probation a student is subject to academic monitoring if the condition(s) of his/her probation is/are not removed by the end of the next term. In addition, the student may be required to:

- Participate in a meeting with an administrator and parent/guardian
- Suspend participation in all extra-curricular activities until progress report time
- Fulfill the requirements of an academic probation contract
- Participate in tutoring or study sessions before/after school
- Repeated placement on academic probation may result in further actions

Graduation

Graduation: The state minimum high school graduation requirements comprise 24 units of credit that must be earned to graduate. At Hogan Preparatory Academy, scholars must earn a minimum of 24 units of credit to graduate with their high school diploma. Scholars will retain the option to earn 26 units of credit based on their Individual Career & Academic Plan (ICAP) in accordance to their postsecondary goals.

Graduation Requirements:

Language Arts: 4 Credits

Mathematics: 3 Credits (3 Must be Algebra 1 or higher)

Social Studies: 3 Credits

Science: 3 Credits

Fine Arts: 1 Credit

Physical Education: 1 Credit

Practical Arts: 1 Credit

Health: .5 Credit

Personal Finance: .5 Credit

Electives: 7 Credits

*Of the 8 credits, 2 consecutive credits of foreign language are strongly recommended as well as 3 credits in preparation of their career exploration and early college opportunities (MVAs).

Total: 24 units of credit

POLICY 6570 - INSTRUCTION: SCHOOL FLEX PROGRAM POLICY

(Last approved: 10/23/2023)

Hogan Preparatory Academy strives to provide a diverse range of courses to meet student needs and interests. In addition to traditional course options, Hogan encourages staff to seek methods of instruction outside the traditional classroom setting when doing so would assist students toward graduation or provide postsecondary and vocational preparation. Hogan may also utilize diverse instruction options for students Hogan determines to be in need of alternative instructional arrangements.

Unless otherwise required by law, participation in nontraditional instruction programs is a privilege. Students who do not succeed in alternative instructional environments may be transferred to other programs, including Hogan's standard program. Students are subject to Hogan's Student Code of Conduct while participating in nontraditional programs.

School Flex Program

Hogan Preparatory Academy may participate in a program that allows a student to be employed or attend an off-campus college or a technical/career program while still being considered a full-time student of the school system. The program is open only to seniors who have approval from the principal and their parents/guardians. To participate in the program, the student must:

1. Have an ICAP that meets DESE's criteria.

2. Attend school in person a minimum of fifteen (15) instructional hours per week.

3. Pursue a timely graduation through enrollment in required classes in order to meet graduation requirements.

4. Provide evidence of college or technical/career education enrollment and attendance or proof of employment and labor that is aligned with the student's ICAP developed in conjunction with the school.

5. Refrain from being expelled or suspended while participating in the program.

6. Maintain a 95 percent attendance rate.

Students participating in the School Flex Program will be considered full-time Hogan students and will receive academic credit for off-campus education or employment.

POLICY 6580 - INSTRUCTION: EARLY GRADUATION

(Last approved: 10/23/2023)

The District will provide monetary support to the extent possible in order to provide instruction for students identified as gifted in a manner that attains the standards for a state-approved program. However, for the 2024-2025 and all subsequent school years, if 3% or more of students enrolled are identified as gifted and their development requires programs or services beyond the level of those ordinarily provided, the District will establish a state-approved program.

Procedures for the identification and selection of students for participation in any program for gifted students will be developed by the District and approved by the Board.

In the event the District decides a student does not qualify to receive services through the District's program for gifted students, parents/guardians may request a review of that decision by contacting the Director of Student Services or designee. The Director of Student Services will review the eligibility determination process and the student's assessment or evaluation with the parents/guardians and will uphold the decision unless an error in the eligibility determination for the student is identified. If such an error is identified, the Director of Student Servicer may arrange to have the student re-evaluated.

POLICY 6271 - INSTRUCTION: INSTRUCTION FOR GIFTED STUDENTS

(Last approved: 8/28/2023) The District will provide monetary support to the extent possible in order to provide instruction for students identified as gifted in a manner that attains the standards for a state-approved program. However, for the 2024-2025 and all subsequent school years, if 3% or more of students enrolled are identified as gifted and their development requires programs or services beyond the level of those ordinarily provided, the District will establish a state-approved gifted program. Procedures for the identification and selection of students for participation in any program for gifted students will be developed by the District and approved by the Board. In the event the District decides a student does not qualify to receive services through the District's program for gifted students, parents/guardians may request a review of that decision by contacting the Director of Student Services or designee. The Director of Student Services will review the eligibility determination process and the student's assessment or evaluation with the parents/guardians and will uphold the decision unless an error in the eligibility determination for the student is identified. If such an error is identified, the Director of Student Servicer may arrange to have the student re-evaluated.