

The ARCH Community School School Board Policies

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I Governance Policy Section

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Governance: 1000

**Title: Bylaws of The ARCH
Community School**

**BYLAWS
OF
THE ARCH COMMUNITY SCHOOL**

ARTICLE ONE

Offices

Section 1. Principal Office. The principal office of the Corporation shall be at such place as the Board of Directors may from time to time determine. The Corporation may have such other offices as the Board of Directors may determine or as the affairs of the Corporation may require from time to time. Any office of the Corporation may be located within or outside of the State of Missouri.

Section 2. Registered Office and Agent. The Corporation shall have and continuously maintain in the State of Missouri a registered office and a registered agent within the State of Missouri. The Board of Directors, from time to time by resolution, may change the registered agent and the address of the registered office.

ARTICLE TWO

Members

The Corporation shall have no members. All corporate powers of the Corporation shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, the Corporation's self-perpetuating Board of Directors.

ARTICLE THREE

Board of Directors

Section 1. Number. The Board of Directors shall consist of three (3) to fifteen (15) individuals. The number of Directors to constitute the Board of Directors may be increased or decreased from time to time by amendment to these Bylaws or resolution of the Board of Directors, but at no time shall be decreased to fewer than three (3) directors.

The initial Board of Directors was appointed by the Incorporator. All directors shall hold office until their successors have been elected and qualified.

Section 2. Election. The Board of Directors, at any meeting, shall, by the affirmative vote of a majority of the Directors present at such meeting, elect persons to fill existing vacancies. Such positions shall be filled from a slate of nominees submitted by the nominating committee (if any) established by the Board of Directors pursuant to Article Five, or nominated at such meeting by any member of the Board of Directors

Section 3. Terms. Except as otherwise provided in these bylaws, the term of office of each Director shall be three (3) years. Directors may be elected to additional three (3) year terms. The initial term of a Director may vary to establish approximately one-third (1/3) of the Board standing for election each year.

Section 4. Resignation. Any Director may resign at any time by giving written notice of such resignation to the President of the Corporation or the Secretary of the Corporation. The written notice shall state the effective date of such resignation, and the office of such Director shall be deemed vacant on the stated effective date. If no effective date is specified in the written notice of resignation, such resignation shall be effective as of the date the notice is first delivered.

Section 5. Removal. A Director may be removed by the affirmative vote of sixty percent (60%) of the Directors then in office by action taken at a duly called and convened meeting of the Board of Directors. A Director whose removal is at issue shall not vote with respect to his or her removal and shall not be deemed a Director then in office for the purposes of any such action. Before any vote on such removal is taken, the Director upon whom the vote is to be taken must be given at least seven (7) days written notice of such proposed removal. If a Director is removed, then his or her successor shall be elected as provided in Section 2 of this Article Three.

Section 6. Vacancy. Any vacancy occurring among the elected members of the Board of Directors, including a vacancy created by an increase in the number of elected Directors effectuated by amendment of these Bylaws, may be filled (if desired by the majority of the Board) by the election of a successor or additional Director by the affirmative vote of a majority of the Directors then in office. The name(s) of the person(s) elected to fill any such vacancy shall have been provided to the Board of Directors by the nominating committee (if any) or by any member of the Board of Directors at the meeting at which the election is held. An election to fill a vacancy resulting from a resignation may be held in advance of the effective date of such resignation, as stated in the written notice of resignation, but the successor Director so elected shall not begin his or her term of office until the effective date of the resignation of his or her predecessor. An elected Director who has given written notice of his or her resignation shall not vote in the election of his or her successor, or in the election of any other Director, and shall not be deemed a Director then in office for the purposes of any such election.

Section 7. Annual Meeting. The annual meeting of the Board of Directors shall be held during the month of May of each year, at such place and time and on a date as designated by the President.

Section 8. Officers of the Board. Officers of the Board will be President, Vice President, Secretary, and Treasurer and will be elected annually.

Section 9. Regular Meetings. Additional regular meetings of the Board of Directors shall be held at the discretion of the Board of Directors, at such place and time and on a date as designated by the President of the Board.

Section 10. Special Meetings. The President of the Board may call special meetings of the Board of Directors. The President shall be required to call a special meeting of the Board of Directors upon the written request of one-third (1/3) or more of the members of the Board of Directors then in office. Special meetings shall be held at the place, time and date designated in the notice of the special meeting.

Section 11. Notice of Meetings. Notice of all meetings of the Board of Directors shall be given by mailing the same at least seven (7) days, or by telegraphing, electronic mailing, telephoning or faxing the same at least three (3) days, but, in any case, not more than forty (40) days, before the meeting to the usual business or residence address of each Director. Such notice may be waived by any Director in writing, which written waiver must be signed by such Director and filed with the minutes of the meeting or in the corporate records. A Director's attendance at, or participation in, a meeting also constitutes a waiver of any required notice of the meeting, unless the Director, upon arriving at the meeting or prior to the vote on any matter as to which proper notice was not given, objects to the lack of notice and does not vote for or assent to the action as to which the Director asserts lack of required notice. Any business may be transacted at any meeting of the Board of Directors.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office, present either in person or by telephone conference call or by such other means of communication by which all of the participants may simultaneously hear each other during the meeting, shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of the majority of the Directors present, either in person or by telephone conference call or by such other means of communication by which all of the participants may simultaneously hear each other during the meeting, at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by these Bylaws. If fewer Directors than a quorum are present at any meeting, a majority of those present may adjourn the meeting to a different place, date and/or time, without further notice to any Director present at the time the meeting is adjourned; provided, however, that notice of the place, date and time to which such meeting is adjourned shall be given to each Director who is not present at the time the meeting is adjourned, which notice shall comply with the requirements of Section 10 of this Article Three.

Section 13. Informal Action by Directors and Attendance by Telephone Conference. Any action which is required to be or may be taken at a meeting of the Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all the Directors. The consents shall have the same force and effect as a unanimous vote of the Directors at a meeting duly held, and may be stated as such in any certificate or document filed under the provisions of the Missouri General Not for Profit Corporation Law. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors. A Director may also participate in meetings of the Board by means of conference telephone or other communications equipment whereby all

persons participating in the meeting can hear each other, and participation in a meeting in such manner shall be deemed presence in person at the meeting for all purposes.

Section 14. Compensation. The Directors shall not receive any salaries, fees or compensation for their service as Directors or their attendance at any meeting of Directors or committee meetings.

Section 15. Power and Delegation. All of the corporate powers, including those otherwise provided for in these Bylaws and by the laws of the State of Missouri, shall be, and are hereby, vested in, and shall be exercised by, the Board of Directors. The Board of Directors may, by general resolution, delegate to committees and/or to officers of the Corporation such powers as the Board of Directors may see fit.

Section 16. Compliance with Laws. The Corporation shall comply with Chapter 610 of the Missouri Revised Statutes, as amended (commonly known as the Sunshine Laws).

ARTICLE FOUR

Officers

Section 1. Election or Appointment. The Board of Directors shall elect or appoint the officers of the Corporation from a slate of nominations prepared by a nominating committee (if any) established by the Board of Directors pursuant to Article Five or from nominations from the floor. Such election or appointment shall regularly take place at the annual meeting of the Board of Directors provided, however, that the election or appointment of officers may be held at any other meeting of the Board of Directors. The officers of the Corporation shall be the President, Vice President, Secretary and Treasurer. The Board of Directors may appoint such other officers and assistants as it shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Directors. Any two offices, except those of President and Secretary, may be held by the same person.

Section 2. Election of Officers. The officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors and shall hold office until the next annual meeting of the Board of Directors and until their successors are elected and qualified. The Board of Directors may remove any officer at any time, with or without cause, by a vote of a majority of Directors at a meeting where a quorum is present. The Board of Directors may fill any vacancy in any office occurring from whatever cause.

Section 3. Duties of the President. The President shall preside over meetings of the Board of Directors and conduct business in an orderly fashion. When the group is not in session, the President's duties may include acting as the Board's representative and/or its spokesperson. The President shall sign all contracts, notes, deeds, or other papers requiring the President's signature.

Section 4. Duties of Vice President. The Vice President shall have the powers of the President during the absence or incapacity of the President or when there is a

vacancy in the office of President, and shall have such other powers and duties as may be prescribed by the Directors.

Section 5. Duties of the Secretary. The Secretary of the Corporation shall attend all meetings of the Board of Directors and shall keep minutes of the meetings in books to be kept for that purpose. He or she shall, in general, perform all the duties incident to the office of Secretary subject to the control of the Board of Directors and shall do and perform such other duties as may be assigned to him or her by the Board of Directors. An Assistant Secretary of the Corporation, if appointed, shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

Section 6. Duties of Treasurer. The Treasurer of the Corporation shall have general oversight of the property, funds and securities of the Corporation in accordance with the policies and procedures determined by the Board of Directors. The Treasurer shall arrange for deposit of funds in such depositories as the Board of Directors shall approve and have such additional duties as are assigned by the President of the Corporation or the Board of Directors.

Section 7. Assistant Officers. Assistant officers shall act as assistants to and under the direction of their superior officers and shall be vested with all of the powers or be required to perform any of the duties of their superior officers in their absence, and they shall perform such other and further duties as may, from time to time be required by the Board of Directors.

ARTICLE FIVE

Committees

Section 1. Appointment of Committees. The Board of Directors may appoint one or more Committees of two (2) or more Directors, plus other advisory members not on the Board, at any meeting. The committees will have the authority to spend any budgeted funds authorized for that Committee and to recommend actions to the full Board of Directors.

Section 2. Chair. The Board of Directors shall appoint one member of each committee as Chair of the committee.

Section 3. Vacancy. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

ARTICLE SIX

Limitation of Liability

No person shall be liable to the Corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a Director, or officer of the Corporation, if such person performs his/her duties, including his/her duties as a member of any committee of the Board of Directors upon which he/she may serve, in good faith and in a manner he/she reasonably believes to be in the best interests of the Corporation, and with the care that an

ordinarily prudent person in a like position would use under similar circumstances. In performing his/her duties, a Director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, that are prepared or presented by: 1) one or more Directors, officers or employees of the Corporation whom the Director or officer reasonably believes are reliable and competent in the matters prepared or presented, 2) counsel, public accountants, or other persons as to matters that the Director or officer reasonably believes are within the person's professional or expert competence, 3) a committee of the Board of Directors upon which he/she does not serve, duly established in accordance with a provision of the Articles of Incorporation or these Bylaws, as to matters within its designated authority, which committee the Director or officer reasonably believes to merit confidence.

ARTICLE SEVEN

Indemnification of Directors, Officers, and Employees

Section 1. Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he/she is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership joint venture, trust, or other enterprise, against expenses, including attorneys fees, judgments, fines and amount paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation and with respect to any criminal action or proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create an assumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was not unlawful.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any right of the Corporation to procure a judgment in its favor, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise against expenses, including attorneys fees, actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Corporation unless and only to the extent that the court of proper jurisdiction in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as a court of proper jurisdiction shall deem proper.

To the extent that a Director, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses, including attorneys fees actually and reasonably incurred by him/her in connection therewith.

Any indemnification under this Article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth above. Such determination shall be made (a) by a majority vote of a quorum consisting of Directors of the Corporation who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable and a majority of a quorum of disinterested Directors so directs, by written opinion of independent legal counsel other than an attorney, or a firm having associated it with an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years, or (c) by the court in which such action, suit or proceeding was brought. Any determination made by the disinterested Directors or by independent legal counsel as described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Corporation and within ten days after receipt such notification, such person shall have the right to petition the court in which such action or suit was brought to review the reasonableness of such determination.

Expenses, including attorneys fees, incurred in defending any action, or proceeding referred to above of this Section, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding if and as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Corporation as authorized by this Article.

The indemnification provided by this Article, both as to actions in his/her official capacity and as to action in another capacity while holding such office, shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws or any agreement, vote of disinterested Directors, or otherwise and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 2. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 3. Severability. In the event any provision of this Article shall be held invalid by any court of competent jurisdiction such holding shall not invalidate any other provision of this Article and any other provisions of this Article shall be construed as if such invalid provision had not been contained in this Article. In any event, the Corporation shall indemnify any person who is or was a Director or officer of the Corporation who is or was serving at the request of the Corporation who is or was serving at the request of the Corporation as a Director, officer, agent, employee, partner or trustee

of another corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Missouri law, as from time to time in effect.

ARTICLE EIGHT

Contracts, Checks, Deposits and Funds

Section 1. Authorization. The Board of Directors may authorize any officer or officers, agent or agents, or managing employee or employees of the Corporation to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. Such authority may be general or confined to specific instances, not incompatible with the Articles of Incorporation or these Bylaws.

Section 2. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and/or other depositories as the Board of Directors may select.

Section 3. Bond. Officers and employees, as determined by the Board of Directors, shall be bonded by a surety company for the safeguard of funds, securities and records. The amount of the bond(s) shall be fixed by the Board of Directors. The cost of the bond(s) shall be borne by the Corporation.

Section 4. Contributions. The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, grant, bequest or devise for the general purposes or for any special purposes of the Corporation.

Section 5. Dissolution of the Corporation. In the event that the Corporation does not meet the performance and/or organizational requirements of its performance contract with its sponsor, the University of Missouri-St. Louis, resulting in liquidation or dissolution of the Corporation, assets of the Corporation will first be utilized for the purpose of student relocation, record distribution and retention, and payment of outstanding debts, obligations, liabilities, costs and expenses of the Corporation. Any remaining, un-obligated, state funded asset will be returned to the Department of Elementary and Secondary Education as required pursuant to Section 160.405.1(17) of the Missouri Revised Statutes. Any remaining, federally funded assets of the Corporation shall be disposed of in accordance with federal statutes, regulations, and guidelines. Any remaining private assets of the Corporation, including those acquired through documented donations, gifts or grants or other sources, after paying or making provisions for the payment of all of the liabilities of the Corporation, shall be disposed of exclusively for the purposes of the corporation in such manner, or to the organization or organizations organized and qualified as an exempt organization or organizations under Section 501(C)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), or shall be distributed to the federal government, or to state or local government for public purposes as the Board of Directors shall determine.

ARTICLE NINE

Investments

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make, or by any similar restriction.

ARTICLE TEN

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Act or under the provisions of these Bylaws, a written waiver of such notice, signed by the person or persons entitled to such notice, whether before or after the time of the event giving rise to the required notice, shall be deemed equivalent to the giving of such notice, and shall be filed with the minutes or the corporate records. Attendance at, or participation in, a meeting shall also constitute a waiver of notice, unless, upon arriving at the meeting or prior to the vote on a matter as to which proper notice was not given, the individual entitled to notice objects to the lack of notice and does not vote for or assent to the action as to which such individual asserts lack of required notice.

ARTICLE ELEVEN

Amendments

The Board of Directors shall have the power to make, amend and repeal the Bylaws of the Corporation by the affirmative vote of a majority of the Directors then in office.

APPROVED AND ADOPTED BY THE CORPORATION'S INCORPORATOR ON
December 2, 2016

Governance: 1010

Title: Mission

The ARCH Community School (ARCH) is a neighborhood charter school. ARCH's mission is to prepare capable confident citizens through a challenging education. "Preparing capable confident citizens"

Approved: April 18, 2017

The ARCH Community School (ARCH) has the following academic goals:

- ARCH will earn an Annual Performance Report that reaches at least 70% by the school's fourth year of operation.
- ARCH will increase the percentage of students scoring at or above the mean Student Status Norm on the NWEA Measures of Academic Progress (MAP) assessment.
- 90% of students will be in attendance at least 90% of the time.
- 100% of teachers and administrators will develop and complete personal professional development plans aligned with an evaluation program that meets state requirements.

Approved: April 18, 2017

Governance: 1030

Title: Board of Directors Responsibilities

In order to fulfill the mission and meet/exceed the goals, the Board will:

1. Develop policy and procedural manuals for The ARCH Community School (ARCH).
2. Approve a 5-year budgetary plan that maintains a fund balance of at least 3%.
3. Ensure effective financial check and balance procedures.
4. Receive and approve monthly financial reports versus budget.
5. Monitor school performance, MAP and NWEA outcomes and assess progress related to goals as stated in the charter on a monthly basis.
6. Ensure reporting of student achievement to parents, city, and state.
7. Develop an accountability plan and a method of reporting to the sponsor of the charter.
8. Review and evaluate the Principal and job description.
9. Assist and contribute to fundraising.
10. Approve of debt or financing arrangements.

Approved: April 18, 2017

Title: Governing Style

The Board provides strategic leadership to The ARCH Community School (ARCH). The Board will:

1. Look to the future and keep informed of issues and trends that may affect the mission and organizational health of ARCH.
2. Make decisions based on knowledge of community needs and best practices and in accordance with the mission.
3. Be proactive and visionary in its thinking.
4. Encourage thoughtful deliberation, incorporating a diversity of viewpoints as they: a) work together as colleagues and encourage mutual support; b) have the courage to lead and make difficult decisions; and, c) commit to excellence in governance, including regularly monitoring, assessing and improving its own performance.

In governing, the Board will fulfill its legal responsibilities of:

1. The Duty of Obedience that requires board members to be faithful to the mission of ARCH in its policies and actions.
2. The Duty of Care that requires that in fulfillment of his/her duties, a Board member owes ARCH the care that an ordinarily prudent person would exercise in a like position and under similar circumstances.
3. The Duty of Loyalty that requires Board members to always put the best interest of ARCH first when making decisions affecting the organization.

Approved: April 18, 2017

Title: Code of Conduct

The Board of Directors of The ARCH Community School (ARCH) commits itself and its members to ethical, businesslike, and lawful conduct, including proper use of authority and professional decorum when acting as board members. In their capacity as governors, board members must demonstrate unconflicted loyalty to the interests of the ownership of ARCH.

Board Members must avoid conflict of interest with respect to their fiduciary responsibility.

1. Annually, all members will sign a full disclosure and conflict of interest statement.
2. Information exclusive to ARCH shall not be used by board members for personal gain or the gain of a family member or associate.
3. It is the Board member's obligation to immediately disclose to the Board any and all impending conflicts of interest and recuse themselves from a vote on that matter.
4. Board members must not use their position to obtain employment or special consideration at ARCH or agencies with which ARCH has formal contracts for them, family members or close associates.
5. There will be no self-dealing or any conduct of private business or personal services between any board member and ARCH. The Board may make exceptions for arrangements that meet established procedures for openness, competitive opportunity, and equal access to inside information.
6. Members will respect the confidentiality appropriate to issues of a sensitive nature.
7. Board members are expected to attend regularly scheduled meetings.

Approved: April 18, 2017

Governance: 1060

Title: Role of the Board Chair

The Board Chair of The ARCH Community School (ARCH) assures the integrity and fulfillment of the Board's process. The Board Chair assures that the Board conducts business consistent with its own rules.

1. The Board Chair will assure that deliberations will be fair, open, thorough, timely, orderly and to the point.
2. The Board Chair is empowered to chair board meetings and exercise the commonly accepted power of that position.
3. The Board Chair has authority to supervise or direct the Principal on behalf of the Board and in accordance the Board's written policies.
4. The Board Chair may represent the Board to outside parties in announcing board-stated positions.

Approved: April 18, 2017

Title: Board Committee Principles

Board committees of The ARCH Community School are created to do board work and should never interfere with delegation from Board to Principal. The Board may appoint committees as provided in the by-laws.

Board committees may not speak or act for the Board except when formally given such authority. Expectations and authority will be carefully stated in order not to conflict with authority delegated to the Principal.

Board committees cannot exercise authority over staff.

Approved: April 18, 2017

Governance: 1080

Title: Cost of Governance

The Board of The ARCH Community School will invest in and develop its governance capacity. This investment may include training, third-party monitoring (e.g. audit), administrative costs, and other activities as needed to ensure the Board's ability to fulfill its moral and legal obligations and to represent and link to the moral owners. The cost of governance will be integrated into strategic planning and annual budgeting.

Approved: April 18, 2017

Governance: 1090

Title: Board Nominations Process

The Board of The ARCH Community School (ARCH) seeks to recruit individuals as Board members who are committed to the mission and governing process of ARCH. Any current Board member may recommend a new member to the Board by providing the person's credentials. Prior to bringing recommendations to the full Board, the Board Chair or designee will interview the candidate.

Approved: April 18, 2017

Governance: 1100

Title: Sunshine Law

Upon approval of its Charter from the Missouri Department of Elementary and Secondary Education, The ARCH Community School (ARCH) will be subject to the Missouri Sunshine Law and will declare it a local education agency (LEA). ARCH will adhere to all laws and regulations stipulated in 160.40-160.420 RSMo, the Missouri Sunshine Law. Responsibility for adherence to the Missouri Sunshine Laws resides with the Board of Directors.

The Principal is appointed custodian of the records of The ARCH Community School, 2153 Salisbury Street, Saint Louis, Missouri 63107. The 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.

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

Board of Director meetings, records, votes, actions and deliberations shall be open to the public unless otherwise provided by law. ARCH closes all public records to the extent authorized by law.

Approved: April 18, 2017

Governance: 1110

**Title: Motion to Enter into Closed
Session**

The sample motion to enter into a closed session follows:

"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)."

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

Approved: April 18, 2017

Conflict of Interest

Members of the Board of Directors of The ARCH Community School (ARCH) must comply with conflict of interest laws and avoid situations where their decisions or actions in their capacity as Board members conflict with the mission of the district.

Employment

ARCH will not employ members of the of its Board of Directors, nor accept applications of employment from Board members, consider Board members for employment or decide to employ Board members while they remain on the Board. Board members may provide services on a volunteer basis.

Independent Contractor Services

No elected or appointed official of ARCH shall perform service as an independent contractor for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him/her, to his/her spouse, to a dependent child in his/her custody or to any business with which he/she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

Business That Employ Board Members

A Board member may participate in discussions and vote on motions for ARCH to do business with entities that employ the Board member as long as the business is not owned by the Board member and the Board member will not receive any financial benefit from the transaction.

Self-Dealing

1. Board members may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value, whether received or not, to themselves or any third person. This includes a gift made or received in relationship to or as a condition of the performance of an official act.
2. Board members are not permitted to act favorably on any matter that is specifically designed to provide a special monetary benefit to them, their spouses or dependent children in their custody.
3. Board members will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouses or dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Board members will not accept gifts with a value in excess of \$100 from a vendor who does or is attempting to do business with ARCH.
5. A Board member will not attempt to directly or indirectly influence or vote on a decision when the Board member knows the result of the decision may be the acceptance by ARCH of a service or the sale, rental or lease of property to ARCH and the Board member, his or her spouse, dependent children in his or her custody or any business with which the Board member is associated will benefit financially. If such a transaction is

presented to the Board, the Board member will abstain and leave the room during any deliberation.

Use of Confidential Information

Board members shall not use or disclose confidential information obtained in the course of or by reason of their official capacities in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which the Board member is associated or any other person. Even when there is no financial gain involved, failure to keep information confidential violates Board ethics and Board policy and could also violate state and federal law.

Nepotism

Board members are not permitted to vote to employ or appoint any person who is related to them. In the event that an individual is recommended for employment or appointment and the individual is related to a Board member, the related Board member shall abstain from voting and shall leave the room during consideration of the question and the vote, unless the motion is part of a consent agenda and there is no discussion, in which case, the member need not leave the room but will refrain from voting. For the purposes of this section, to "employ" includes hiring persons to be employees of ARCH and approving independent contractors who provide services to ARCH.

Financial Interest Statements

Board members are required to file the short-form version of the Missouri Ethics Commission's financial interest statement each year.

Approved: April 18, 2017

Title: Executive Officer

The Board of Directors of The ARCH Community School (ARCH) may appoint a person to exercise all of the powers and perform all of the duties assigned by the Board and will be designated as the Principal. The Principal shall have such general powers and duties of supervision and management as are usually vested in the office of chief executive officer of a corporation and shall carry into effect all directions and resolutions of the Board. The Principal shall direct the day to day affairs of the school including supervising all employees, implementation of the curriculum, instructional and assessment programs, keeping records in the form prescribed from time to time by the Board of Directors as well as the Missouri Department of Elementary and Secondary Education, and reporting whenever requested by the Board of Directors. The Principal shall recommend to the Board of Directors the employment and release of all employees not appointed by the Board of Directors, The Principal shall have other or further duties and authority as may be prescribed elsewhere in the Bylaws, policies and regulations, or from time to time by the Board of Directors.

EXECUTIVE LIMITATIONS

Staff Recruitment, Compensation and Benefits

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the Principal shall operate ARCH in a manner that is legal, ethical, nondiscriminatory, and protects ARCH's public image, fiscal integrity and tax-exempt status.

1. All employees shall be employees at will.
2. Employees of ARCH shall have a:
 - a. Demonstrated commitment for the mission.
 - b. A commitment to a strong work ethic; ethical standards, academic excellence, character development and community leadership.
 - c. Compensation and benefits should be flexible enough to attract and retain employees who are best able to assist ARCH in achieving its mission.
 - d. Only the Board of Directors can change the Principal's compensation and benefits.
 - e. Compensation and benefits will be monitored by an employee's direct supervisor on no less than an annual basis via written evaluations. The evaluations must be discussed with the employee and the employee and supervisor must sign that it has been discussed.

Treatment of Staff and Volunteers

All staff and volunteers of ARCH will receive fair, humane and dignified treatment and shall be afforded all rights guaranteed under municipal, state or federal law.

1. ARCH will maintain written policies for personnel rules for staff, provide for effective handling of employee personnel rules for staff, provide for effective handling of employee concerns, and protect against wrongful condition such as nepotism and grossly preferential treatment for personal reasons.
2. ARCH shall provide equal employment opportunity and advancement to qualified individuals without regard to gender, race, age, religion, national origin, disability, sexual orientation, marital status or military status, or any other classification protected by law. ARCH will not discriminate against any staff member or volunteer based on any classification protected by law.
3. The Principal shall not discriminate against any staff member for expressing an ethical dissent.
4. Staff must avoid conflicts of interest.
 - a. There must be no self-dealing or any conduct of private business or personal services between any staff member and the organization except as meet established Board procedures for openness, competitive opportunity and equal access to inside information.
 - b. Staff will disclose their involvement with other organizations, with vendors or any other associations that might produce a conflict.
 - c. Staff will immediately disclose and recuse themselves from all discussions and decision on which they have a material conflict.
 - d. Any employee who wishes to engage in any paid activity in any field directly related to the work of ARCH must have prior approval from the Board.
 - e. The Principal will assure that all staff and volunteers have been informed of their rights under this policy.

Financial Condition and Activities

With respect to the actual, ongoing financial condition and activities, the Principal will follow Board finance policies and operate ARCH in a sound and prudent fiscal manner for short- and long-term financial health, not deviating materially from board-stated priorities. Accordingly:

1. Total expenses shall not exceed available organizational resources.
2. Unrestricted operating expenses shall not exceed unrestricted operating income.
3. Act to assure all board policies are met.

The Treasurer and independent consulting firm will maintain internal financial reports sufficient to monitor the financial activity of ARCH in accordance with all other financial policies. The principal will submit the requested information accurately and on a timely basis. The Treasurer and independent consulting firm will:

1. Prepare a monthly “top line report” as defined by the Board.
2. Prepare monthly balance and income statements compared to budget.
3. Maintain internal controls as defined by the standards of the American Institute of Certified Public Accountants/Governmental Accounting Standards Board to provide reasonable assurance on the reliability of financial reporting, effectiveness and efficiency of the operation, and compliance with applicable laws and regulations.
4. Maintain internal controls as defined in Federal A133 audit requirements.

The Principal will accurately prepare and file on a timely basis all reports, fees, and documentation required by federal, state and local government.

The Treasurer and independent consulting firm will settle payroll and other debts in a timely manner.

All employees that are evaluated by the Principal, their salaries must be verified and signed by the Principal. The salary of the Principal will have to be approved by the Board and signed by the Board Chair.

The Principal shall not indebt ARCH in an amount greater than can be repaid by certain, otherwise unencumbered revenues within thirty days. The Principal must seek Board approval before incurring any greater debt.

The Principal will aggressively pursue receivables after a reasonable grace period.

Educational Condition and Activities

The Principal will provide key indicators, as agreed upon by the Principal and the Board, of student academic achievement, character development, and community services, as well as parental participation assessments to the Board on a regular basis. These key indicators will include:

1. Percentage of students equal to or exceeding goals in academics, attendance, tardiness, and discipline.
2. Percentage of student not meeting goals in academics, attendance, tardiness and discipline along with corrective action plans.
3. Evaluations of staff, including but not limited to performance, development and content knowledge as necessary but no less than annually.

Communication and Support to the Board

The Principal shall communicate with the Board in a timely and sufficient manner to keep the Board informed and prepared for its work. The Principal shall submit monitoring information required by the Board in a timely, accurate, and understandable fashion, directly addressing the Board policies being monitored.

The Principal shall report and prepare recommendations and suggest corrective action in a timely manner on any actual or anticipated non-compliance with any policy of the Board allowing sufficient time for the Board to consider corrective action.

The Principal shall keep the Board informed of relevant trends, anticipated adverse media coverage, material external and internal changes, particularly changes in assumptions upon which any board policy has been or is being established.

Approved: April 18, 2017

**Title: Board Member Orientation
and Training**

Board shall have an understanding of their roles and responsibilities, legal duties as well as best practices for members of charter school boards of directors, including:

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

Periodically the Board shall participate in a review of specific topics relevant to efficient and effective board governance.

Board members shall receive as available the following:

- Articles and By-laws
- Board Policies
- Organization Chart
- Rules and Responsibilities of the Board
- Job Description of Officers and Other Members
- Board Members, Biographies, and Contact Information
- Strategic Plan
- Charter Document including Performance Goals and Objectives
- Board and School Calendar
- Financials
- Fundraising Plan

Approved: April 18, 2017

Title: Governing Board Records

All official records of the Board of Directors of The ARCH Community School (ARCH) shall be kept and safeguarded by the Principal 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.

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

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

Record retention shall comply with state records retention mandates.

Approved: April 18, 2017

Title: Public Participation at Board Meetings

The Board of Directors of The ARCH Community School (ARCH) invites staff, parents and citizens to attend its meetings in order to become better acquainted with the school and so that the Board may have a formal opportunity to hear the requests, suggestions and concerns of the ARCH community. Public comments normally are scheduled at all regular meetings. No more than twenty (20) minutes is allotted for public comments. Individuals wishing to address the Board concerning either agenda or non-agenda items may do so according to the following procedures:

1. List name, address, telephone number, e-mail address, and subject to be addressed on the form provided. Instructions for speaking are on the form.
2. Limit presentation to three (3) minutes unless time is extended by the Board Chair.
3. If more than six individuals request to speak, each will be allocated an equal portion of the twenty minutes scheduled for public participation. Speakers are not permitted to yield their time to another person.
4. Speakers may not criticize specific individuals in a public session. Other means provide for Board consideration of complaints involving individuals.
5. Board members normally do not respond to speakers' comments, suggestions, or questions at the meeting except for clarification. Usually the Board directs the Principal to investigate the issue and respond appropriately.

The Board Chair reserves the right to terminate a presentation if the presenter does not follow the procedures above. Written correspondence also may be directed to the Board, through the Principal, for consideration at a meeting. The content of such correspondence is available to all Board members.

Members of the audience who wish to speak to the Board are asked to complete this form, state their name and address, and limit your remarks to three (3) minutes. Please understand that this is a business meeting of the Board of Directors and that the Board and its members cannot respond to your questions/comments or enter into a discussion with you at this time. A Board Member may be recognized to ask a clarifying question. As appropriate you will receive a response to your questions/comments from the appropriate staff member. Please keep in mind that you cannot mention specific students or staff members in your remarks. Please give your completed form to the Chairperson prior to the start of the meeting.

Name: _____

Address: _____

Telephone: _____ **E-mail:** _____

Subject to be Addressed:

Approved: April 18, 2017

Title: Handbooks and Directives

The ARCH Community School (ARCH) Board of Directors may approve staff, student, parent and other handbooks and directives of various types and form that have the force of Board Policy.

The Principal may authorize handbooks, procedures, directives, forms and other expressions as necessary to implement Board Policies and Regulations and to inform staff, students and parents about policy matters that affect them.

Such publications are expected to be consistent with Board Policies and Regulations. In the event of conflict between documents issued by administrators and Board Policies and Regulations, the Board documents will take precedence and the inconsistency will be resolved as soon as practical. The Board encourages uniformity of content and the appearance of documents to the extent that the functionality and purposes of the documents permit. The Board also expects all publications to be of high quality and to reflect positively on ARCH.

Approved: April 18, 2017

The ARCH Community School

II Human Resources Policy Series

- 2000 Personal Hiring, Background Checks, Immigration Status
- 2010 Attendance and Classification
- 2020 Compensation
- 2030 Benefits
- 2040 Leave
- 2050 Personnel Evaluation
- 2060 Employee Complaints and Grievances
- 2070 Anti-Harassment/Discrimination
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- 2090 Reporting Child Abuse
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- 2210 Computer Software Unauthorized Copying
- 2220 Computers, Electronic Mail, and Voice Mail Usage
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- 2240 Internet Use and Software Downloading
- 2240 No Solicitation/Distribution
- 2250 Dress Code
- 2270 Personal Use of School Property
- 2280 Separation of Employment

**Human Resources: 2000
Title: Personal Hiring,
Background Checks, Immigration
Status**

Equal Opportunity and Non-Discrimination.

The Board of Directors of The ARCH Community School (ARCH) is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion and contracted service. ARCH 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.

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

Hiring.

The Board of Directors will approve through resolution or in the budget all positions for employment in the school, and will annually approve the employment slate of ARCH as presented by the Principal prior to the commencement of each school year.

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.

ARCH carefully selects its employees through applications, personal interviews and reference checks. This selection process helps ARCH find and employ people who are concerned with the success of its students; people who want to do a job well; people who can carry on their work with skill and ability; and people who are comfortable with ARCH and who can work well with our team.

ARCH relies on the accuracy of the information provided in these applications and personal interviews, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Employment Status.

All employees of The ARCH Community School (ARCH), regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is

terminable at the will of the employee or ARCH at any time, with or without cause and with or without notice. No officer, agent, representative, or employee of ARCH has any authority to enter into any agreement with any employee or applicant for employment on other than an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the school shall in any way create an expressed or implied contract of employment or an employment relationship on other than an at-will basis.

All ARCH employees will be required to sign an Employment Offer Letter that will specify the terms and conditions of the employee's employment, ARCH's scheduling demands, regardless of any existing outside work requirements.

Background Checks.

ARCH will require criminal background checks of employees as well as certain volunteers and others working on ARCH premises in accordance with this policy. Criminal background checks will include a criminal database and sexual offender registry, the central registry of child abuse and neglect of the Children's Division of the Department of Social Services, or other databases designated by law or by ARCH. ARCH will conduct a criminal background check in accordance with law on all new potential employees and any offer of employment is contingent upon the satisfactory outcome of the criminal background check. ARCH has the sole and absolute discretion to determine whether the outcome is satisfactory.

All applicants for employment and volunteers are responsible for the cost of the criminal background check, but ARCH may later reimburse the person at ARCH's discretion. ARCH will pay the expenses associated with conducting and renewing criminal background checks for current employees. In cases where ARCH requires independent contractors to conduct criminal background checks, payment for the background checks will be determined by contract.

ARCH reserves the right to require any person to submit to additional criminal background checks or to rerun background checks at anytime. Any employee refusing to submit to a background check may be disciplined or terminated.

As a condition of continuing to work for ARCH all employees and other persons required to submit to a criminal background check pursuant to this policy must notify ARCH if they are charged, convicted, plead guilty to or are otherwise found guilty of any misdemeanor or felony, regardless of the imposition of sentence. This notification must be made as soon as possible, but no later than five (5) business days after the event.

Information received by ARCH pursuant to a criminal background check is confidential. Except as allowed or required by law, ARCH will only use this information for ARCH's internal purposes in determining the suitability of an applicant, employee, volunteer, or other worker on ARCH premises.

Education Verification.

As a condition of employment, employees, at their cots, are required to provide to the Principal official transcripts.

Immigration Status.

All offers of employment are contingent of verification of the employees right to work in the United States. Employees must provide on or prior to the first day of work, original documents verifying the right to work, and to sign Federal Form I-9, Employment Eligibility Verification Form. If at anytime, an employee cannot verify their right to work in the United States, ARCH may be obligated to terminate employment.

Approved: April 18, 2017

Human Resources: 2010
Title: Attendance and
Classification

The ARCH Community School (ARCH) expects all of begin work at the beginning of the day, and to work the full allotted time they are assigned each day. ARCH reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Employees are not allowed to perform work for pay at home or away from ARCH premises unless specifically authorized for each occurrence by the Principal. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically authorized for each occurrence by the Principal. Non-exempt employees are not allowed to perform work while on scheduled non-paid lunch break, unless specifically assigned by the Principal. Attendance at ARCH sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has written approval from the Principal to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

Absence or Lateness

Paid time off (PTO) is provided for emergencies, illnesses, or pressing personal business that cannot be scheduled outside an employee's work hours. Employees who are unable to report to work, or who arrive late, should contact the Principal and inform him of their situation.

Employees who know in advance that they will need to be absent should request this time off directly from the Principal. Employees who are unable to call in themselves because of an illness, emergency or for some other reason, should have someone call for them. Employees who are absent because of an illness for three or more consecutive days may be asked by their supervisor to submit written documentation from their doctor stating that they are able to resume normal work duties before they will be allowed to return to work. A note from the doctor may also be required for an absence prior to or after a weekend. A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early without informing a supervisor will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration. Three consecutive days of no call/no show is considered a voluntary termination. Excessive absences, lateness, or leaving early may lead to disciplinary action, up to and including terminations.

Employment Classification

Employees that are scheduled to work an average of forty (40) hours per week on a regular and continuous basis are regular full-time employees. Employees that are scheduled to work less than an average thirty (30) hours per week on a regular and continuous basis are part-time employees and not eligible for benefits. Employees for specific periods of time or for the completion of a specific project are temporary employees and the job assignment, work schedule and duration of the positions will be determined on an individual basis. Temporary employees are not eligible for benefits.

For payroll purposes, employees will be classified as exempt or non-exempt.

Exempt Employees. Employees such as executive, administrative, and professional are paid a salary basis for all hours worked each week. These employees are expected to work

whatever hours are required to accomplish their duties, even it exceeds their normal workweek. No overtime premium will be paid to exempt employees.

Non-exempt Employees. All employees who are not identified as exempt employees are considered non-exempt employees and are eligible for payment of overtime premium pay. At time of hire, transfer or promotion, employees will be classified as either “exempt” or “non-exempt.”

Approved: April 18, 2017

Title: Compensation

Basis for Determining Pay

The ARCH Community School (ARCH) considers the nature scope of the job, what other employers pay their employees for comparable jobs, what ARCH pays their employees in comparable positions, and individual as well as ARCH performance.

Pay Period

Pay dates are on the 15th and the last working day of the month unless that day falls on the weekend, then the pay date will be on the prior Friday of the month. Employees who are terminated or who voluntarily separate from employment with ARCH will only be paid for the time worked at ARCH. ARCH will not grant wage or salary advances to any employee.

Mandatory Deductions from Paycheck

ARCH is required by law to make certain deductions from employees paychecks. These may include federal, state and local income taxes and contributions to Social Security or retirement funds. The amount of the deductions depends on the employee's earnings and the information the employee furnishes on the W-4 form. The W-2 form employees receive annually reflects how much of the earnings were deducted for these purposes.

Time Records

Employees whose positions require time records are required accurately to record all of their time worked. Employees should record the time they begin and end their work, as well as the beginning and ending time of each meal period. Employees should also record the beginning and ending time of departure from work for personal reasons. No one may record hours worked on another's timecard or timesheet. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of both employees. In the event of an error in recording time, report the matter to the Principal immediately.

Eligibility for Benefits

Full time employees are eligible to receive benefits in accordance with the policies of The ARCH Community School (ARCH). Temporary and part-time employees are not eligible for benefits. All employee benefits will become effective on the first of the month following thirty (30) days of employment. Employee paid benefit premiums are payroll deducted on a pre-tax basis

Insurance Coverage

Medical and Dental Benefits. All full-time employees are eligible for group medical and dental insurance coverage provided by the company selected by the Board. Initial medical and dental benefits forms must be completed prior to the employees start date. It is the employee's responsibility to complete and return benefits forms to the Principal. The Principal will have current rates and information. The only time an employee may make changes to their existing benefits is during open enrollment or with a qualifying event. If permitted by the plan, employees may purchase coverage for eligible dependents at the employees' expense. ARCH will contribute a percentage of full-time employees' medical and dental premium coverage during employment by ARCH. These percentages are determined by the Board and may change at any time, with or without notice.

Vision Plan. ARCH may provide a discount vision plan to full-time employees who choose to purchase the voluntary plan.

Short Term and Long Term Disability Insurance. ARCH may provide a voluntary short term and long term disability insurance plan to all full-time employees who choose to purchase it.

Life Insurance. ARCH may provide all full-time employees with a life insurance policy in amounts and cost as determined by the Board.

Workers' Compensation.

On-the-job injuries are covered by ARCH's Workers' Compensation Insurance Policy. This insurance is provided at no cost to ARCH employees. An on-the-job injury is defined as an accidental injury suffered in the course of work, or an illness that is directly related to performing assigned job duties. All injuries or illnesses arising out of the scope of an employee's employment must be reported immediately, and the employee must promptly complete the employee incident form. Prompt reporting is the key to prompt benefits. Injured employees are required to visit ARCH's designated medical provider or hospital.

Unemployment Compensation

Depending upon the circumstances, employees may be eligible for unemployment compensation upon termination of employment with ARCH. The Division of Unemployment Insurance of the

State Department of Labor determines eligibility for unemployment compensation. ARCH pays the entire cost of this insurance.

Social Security

ARCH complies with the United States Government system of mandated insurance known as social security.

Holidays.

ARCH recognizes the following paid holidays: Independence Day, Labor Day, Thanksgiving Break, Winter Break, Martin Luther King Jr. Day, President's Day, Spring Break, and Memorial Day.

All full time employees are eligible to receive holiday pay for scheduled ARCH holiday closures as noted above. Temporary and part time employees are not eligible to receive holiday pay. To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- At the request/approval of the Principal
- Due to closure of ARCH and/or the ARCH schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence
- Following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved vacation

Holiday pay for hourly and salaried employees will be equivalent to the pay that employees receive for their normally scheduled hours. Holiday pay will not count toward overtime. The holiday will only be treated as a paid holiday if it falls on a day you are regularly scheduled to work. Employees on leaves of absence for whatever reason will not be eligible for holiday pay.

Paid Time Off (PTO).

Personal time off provides regular full-time employees with an entitlement of days away from work with pay. Employees will be given PTO on the first of the month following thirty (30) of employment. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents. PTO must be scheduled at least 48 hours in advance and approved by the Principal, except in the case of an illness or emergency. In the case of illness or emergency the employee is required to contact the Principal as soon as possible. Employees using more than three days of PTO time must submit a request at least two weeks before the extended PTO or if used as sick time, the employee must submit a doctor's release. The Principal uses his discretion to approve PTO without advance notice. All employees are responsible for maintaining knowledge of their current PTO balance. Temporary employees, part-time employees, workers being paid short or long-term disability insurance, and workers being paid workers' compensation are not eligible to receive or accrue PTO. PTO may not be taken the first two weeks of the school year, the last two weeks of the school year, during MAP testing, on scheduled in-service and training days, or immediately before or after holidays without the Principals' permission. Full-time employees have eight (8) days of PTO during their scheduled work year. An employee may not roll forward unused PTO into the next year's earned PTO.

PTO taken in excess of the PTO accrued can result in disciplinary action up to and including employment termination. The time will be unpaid. In the event an employee has exhausted his PTO, any additional time off must be approved by the Principal and will be taken without pay. Any employee who misses three consecutive days of work without notice to the Principal may be considered to have voluntarily quit their job. Upon the voluntary or involuntary termination of employment, employees will not be paid their earned PTO.

Bereavement.

All full-time employees will receive up to three (3) consecutive working days of leave with pay (not charged to PTO) upon the death of an immediate family member. Member of the immediate family include: the employee's spouse, child, parent, grandparent, grandchild, or sibling. To be eligible for paid bereavement leave, the employee must attend the funeral of the deceased relative. Employees should request bereavement leave from the Principal as soon as possible. Bereavement pay will only be made to employees for actual time spent away from work. If a death occurs at a time when work is not scheduled, payment will not be part. Employees do not accrue bereavement leave and will not be paid for unused bereavement leave.

Jury Duty.

ARCH employees summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty without loss of PTO. If an employee is present at court and has not been picked to serve on a jury, the employee must turn in hours served from the clerk of the court to the Principal daily. If the employee has been picked to serve, all time after the first day, the employee will be paid the difference between the employee's regular salary or wage and the amount the employee receives as a juror. Employees must provide the Principal with verification of summons, notice for duty, and proof of the dates of service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Military

Employees who serve in the United States military may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under applicable law. The employee should notify the Principal and provide a copy of your military order as soon as the employee is aware of the dates.

Approved: April 18, 2017

Human Resources: 2050

Title: Personnel Evaluation

Employee Observations. All employees will be observed on an ongoing basis by their direct supervisor, using both formal and informal observations. Formal observations will include a pre-observation conference as well as a post-observation conference. First year employees shall have at least two formal observations prior to the three-month review. Prior to the six-month review, at least two additional in-formal observations will be conducted for first-year employees. Returning staff will have three formal observations prior to the six-month review. Results of formal observations, consisting of the employee's and their direct supervisors observations and recommendations, will be put in writing and included within the employee's own Personal Development Portfolio and the school's personnel file. Nothing in this section limits the Principal from conducting other observations of an informal or unannounced nature.

Formal Reviews – First Year Employees. For all first year teachers, there shall be a formal review three months after the start of the school year. The purpose of the three-month review shall be to review the employee's self-assessment, the job description, areas of responsibility, and progress toward goals and outcomes, noting particularly good work, areas for improvement and skill development, and deficient work, and developing a clear plan for improvement. After six months from the start of the school year, a second review will be held to determine progress made toward the improvement plan. Results of these reviews will be put in writing and placed within the employee's own Personal Development Portfolio and the school's personnel file.

Formal Reviews - Returning Employees. For returning staff, including Administrative Assistants, there shall be a formal review six months after the start of the school year. The purpose of the review will be to review progress toward the employee's personal plan and professional growth. Results of these reviews will be put in writing and placed within the employee's own Personal Development Portfolio and the school's personnel file.

Principal Evaluation. The Principal shall be evaluated by ARCH's Board of Directors during the mid-year period and prior to the end of each year's contract based on criteria set forth by job responsibilities. Results shall be in writing and included in the employee's Personal Development Portfolio and personnel file.

Response to Observation and Review Findings. All employees shall have the right to make written objections to the observations or review findings within one week of receipt by stating

areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

Performance Reviews. Because ARCH wants all of its employees to grow and succeed at their jobs, it will endeavor to provide evaluations during the spring for school-based employees and in

the summer for support staff by their respective supervisors. All Performance Reviews should be signed by their supervisor and the employee.

Approved: April 18, 2017

Human Resources: 2060

Title: Employee Complaints and Grievances

The ARCH Community School (ARCH) encourages all employees to discuss any concern they may have with a co-worker directly with that person. If a resolution cannot be reached, or if the employee is uncomfortable speaking directly to the co-worker, the employee should arrange a meeting with the Principal to discuss any concern, problem, or issue that arises during the course of their employment. If requested, any information discussed in such a meeting will be considered confidential to the extent reasonable practicable. It is counterproductive to a harmonious workplace for employees to create or repeat rumors. It is more constructive for an employee to consult the Principal.

If the employee's concern is with the Principal they should schedule a conference with the Principal. If the issue is unresolved after the conference, the employee may contact the Board Chair. In all instances, the decision of the Board Chair is final.

Approved: April 18, 2017

Human Resources: 2070

Title: Anti-Harassment/Discrimination

It is the policy of The ARCH Community School (ARCH) to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, national origin or any other characteristic protected by law. ARCH prohibits any such discrimination or harassment.

It is our mission to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator or other employee of ARCH to harass a student, teacher, administrator, or other employee through conduct or communication.

This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to ARCH (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events. Violations immediately should be reported to the Principal.

Approved: April 18, 2017

Human Resources: 2080

Title: Standards as to Physical Contact and Appropriate Relations with Students

It is the policy of The ARCH Community School (ARCH) that no teacher or staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior.

This policy does not prevent touching a student for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited.

While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child specifically requests that he or she not be touched, then that request must be honored.

Any attempt to violate this policy or placing another person in reasonable apprehension that they will be victim of one of the acts prohibited under this policy is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted.

In addition, this policy requires that staff members maintain courteous and professional relationships with students. All staff members have a responsibility to provide an atmosphere conducive to learning through consistently and fairly applied discipline and the maintenance of physical and emotional boundaries with students.

Staff members must maintain these physical and emotional boundaries unless there is an educational purpose justifying deviation from these standards. When such justification exists, the staff member must be prepared to articulate the appropriate educational purpose of the deviation and must demonstrate that appropriate precautions were taken.

When possible, the staff member should consult with the Principal prior to engaging in behaviors or activities that might violate professional boundaries. Such notification is not required when a behavior is part of the employee's duties. For example, a nurse does not need to notify a supervisor each time he or she must be alone with a student to provide nursing care.

Violations

Unless an educational purpose exists, examples of situations where professional physical and emotional boundaries are violated include, but are not limited to:

1. Being alone with a student in a room with a closed or locked door or with the lights off on ARCH premises or any time the employee is serving in his or her capacity as an employee.
2. Caressing, fondling or kissing students.
3. Making advances toward a student or engaging in a sexual relationship with a student.
4. Meeting students in non-work settings without the parent/guardian being present, even if the parent/guardian grants permission.
5. Associating with students in any setting that involves the use of alcohol, tobacco or drugs.
6. Discussing sexual topics with students verbally or by any form of written, pictorial or electronic communication.
7. Discussing the staff member's personal problems with students.
8. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
9. Telling sexual jokes or engaging in conversation that includes sexual innuendos verbally or by any form of written, pictorial or electronic communication.
10. Being present when students are fully or partially nude.
11. Sending students on personal errands.
12. Providing students with private cell phone numbers or e-mail addresses without the prior approval of a supervisor.
13. Allowing any student to engage in behavior that would not be tolerated if done by other students.
14. Giving gifts to individual students.
15. Frequently pulling a student from another class or activity to be with the staff member.

Additionally, staff members may not:

1. Knowingly allow students access to the staff member's personal social networking website or webpage that discusses or portrays sex, nudity, alcohol or drug use or other behaviors associated with the staff member's private life that would be inappropriate to discuss with a student at school.
2. Knowingly grant students access to any portion of the member's personal social networking website or webpage that is not accessible to the general public.
3. Post information about identifiable students on a personal website or webpage on a social networking site without the permission of a supervisor.

Staff members who engage in any of the above behaviors or in any other conduct that intrudes on a student's physical or emotional boundaries without a valid educational or health purpose will be disciplined, up to and including termination. Depending on the circumstances, ARCH may report staff members to law enforcement and the Children's Division of the Missouri Department of Social Services for further investigation.

Approved: April 18, 2017

Human Resources: 2090

Title: Reporting Child Abuse

All The ARCH Community School (ARCH) employees who have cause to believe that a child has been or may be subject to abuse or neglect by any person (whether a parent, a school employee, or a third party) shall report such belief immediately to the Principal. School officials (including the Principal and teachers) must report such belief to the State of Missouri as required by Section 210.115 of the Missouri statutes. The failure to report suspicion of child neglect or abuse can subject the person who fails to report to criminal proceedings. Staff members may be disciplined for failing to make such reports.

Approved: April 18, 2017

Human Resources: 2100

Title: Workplace Substance Abuse

The ARCH Community School (ARCH) believes in and is committed to providing a safe workplace. We will achieve this by establishing policies promoting high standards of health and safety. In keeping with this objective, it is ARCH's intent to maintain a drug/alcohol-free workplace and workforce.

At any time employees are on school premises or on school business, the following activities are strictly prohibited: the illegal use of any drug, narcotic or controlled substance; the possession, transit, transfer or purchase of illegal or unauthorized drugs; the use, abuse, presence in the body or reporting to work under the influence of drugs/alcohol or other intoxicants; the sale of illegal or unauthorized drugs or substances or drug-related paraphernalia. Any employee in violation of this policy is subject to disciplinary action, up to and including termination. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any employee who violates this policy.

ARCH authorizes the use of employee drug testing to promote a safe workplace.

Approved: April 18, 2017

Title: Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to The ARCH Community School (ARCH) and to your fellow employees to adhere to certain rules of behavior and a code of conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that she/he can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

Some examples of unacceptable workplace behavior include, but are not limited to:

- Verbal or physical abuse of students or guests
- Endangering the well-being or safety of students, employees or guests
- Theft or embezzlement
- Acts involving dishonesty or breach of trust, such as fraud
- Conviction of a crime or violation of law
- Possession, selling or use of illegal substances while on ARCH premises or while on duty
- Violation of the ARCH's Drug Free Workplace Policy
- Falsification of ARCH records
- Sharing information about or discussing employee salaries or wages
- Abuse, destruction, waste or unauthorized use of equipment, facilities, materials, or programs
- Inappropriate demeanor with students, parents or other staff members
- Insubordination – refusing to follow the direction of your supervisor or other disrespectful conduct toward your supervisor
- Abusive or vulgar language
- Prolonged lunch or break periods
- Unacceptable job performance
- Altercations with any employee or guest
- Unexcused absenteeism/tardiness
- Sleeping while on duty
- Failure to comply with regulatory requirements or safety rules and regulation
- Traffic violations while operating a ARCH vehicle
- Violation of student, parent, employee or ARCH confidentiality
- Failure to provide honest and accurate information to an administrator, supervisor, or Principal of ARCH
- Possession, use and distribution of dangerous or unauthorized materials, such as explosives, firearms, knives or other dangerous weapons while on duty or on ARCH premises

- Fighting, threatening violence, intimidation or harassment toward any individual directly or indirectly associated with ARCH
- Smoking on ARCH grounds or during hours of work
- Attempts to disrupt or undermine the business interests of ARCH or to encourage others to do so
- Any conduct on or off the job which the ARCH in its sole discretion believes will adversely affect the image of the ARCH
- Other violations of ARCH policies

Employees who violate any of these rules or who demonstrate other inappropriate behavior will be subject to appropriate disciplinary action; the severity of the disciplinary action will be based upon circumstances of the infraction and may include termination.

ARCH reserves the right to suspend any employee to investigate violations of any of the above workplace behavior.

Approved: April 18, 2017

Human Resources: 2120

Title: Disciplinary Action

It is The ARCH Community School (ARCH) expectation that all employees will conduct themselves according to generally accepted standards of conduct and performance. ARCH may employ progressive discipline when it believes doing so is appropriate. However, some situations warrant immediate termination of employment. Employees may be subject to disciplinary action, up to and including termination, for failure to comply with any of ARCH's policies or expectations.

Approved: April 18, 2017

Title: Fraud

The fraud policy has been established to facilitate the development of controls that will aid in the detection and prevention of fraud against The ARCH Community School (ARCH). It is the intent of ARCH to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with ARCH. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the organization.

The Principal is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the Principal will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity. Any fraud that is detected or suspected must be reported immediately to the Principal, who coordinates all investigations with the Board and legal counsel and other affected areas, both internal and external.

The terms defalcation, misappropriation, and other fiscal wrongdoings refer to, but are not limited to:

- Any dishonest or fraudulent act
- Forgery or alteration of any document or account belonging to the organization
- Forgery or alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to the organization.
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment.

If there is any question as to whether an action constitutes fraud, contact the Principal for guidance.

The Principal has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Principal will issue reports to the Board Chair. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for

independent investigation will be made in conjunction with legal counsel and Board Chair, as will final decisions on disposition of the case.

The Principal treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Principal immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect ARCH from potential liability.

Approved: April 18, 2017

Title: Code of Ethics

The purpose of this ethics and conflict of interest policy is to protect The ARCH Community School (ARCH) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a ARCH employee, or might result in a possible excess benefit transaction.

No employee of ARCH is to receive any thing of economic value, other than the compensation and benefits from ARCH to which they are entitled for the performance of their duties and responsibilities of their office or position.

No employee of ARCH is to receive a “finder’s fee” - i.e., they cannot receive any thing of economic value from a person to whom they have directed ARCH’s business.

No employee of ARCH may receive any thing of economic value for assisting a person in a transaction with ARCH.

No employee of ARCH can participate in any transaction involving ARCH in which they have a personal substantial economic interest about which they should be reasonably expected to know.

No employee of ARCH can participate in any transaction involving ARCH in which they actually know that any of the following persons has a substantial economic interest: (1) their family members; (2) persons in which they have a substantial economic interest about which they should be reasonably expected to know, (3) any business in which they are an officer, director, trustee, partner or employee, (4) any person with whom they are negotiating or have an arrangement concerning prospective employment, or (5) any person who is: (i) a party to an existing contract with them or with any legal entity in which they exercise control or have an ownership interest in excess of 25%, or (ii) who owes anything of economic value to them or to any school in which they have an ownership interest in excess of 25%, and who is in a position to directly affect their economic interests.

No employee of ARCH can bid on or enter into any contract, subcontract or other transaction that is in the supervision or jurisdiction of ARCH, nor can any legal entity in which they have a controlling interest.

No employee of ARCH can solicit or accept anything of economic value as a gift or gratuity from any person if they know or reasonably should know that such person: (1) has or is seeking to obtain contractual or other business or financial relationships with ARCH, or (2) is seeking, for compensation, to influence the passage or defeat of legislation by ARCH.

No employee of ARCH can solicit or accept anything of economic value as a gift or gratuity from any person if they know or reasonably should know that the person: (1) conducts operations that are contracted or purchased by ARCH; or (2) has substantial economic interests that may be substantially affected by the performance or non-performance of their ARCH duties.

No employee of ARCH can receive from any of the persons listed above any food, drink, or refreshment the total value of which exceeds \$25 for a single event.

No employee or Board Member of ARCH can abuse their position within the ARCH – i.e., they cannot use the authority of their office or position to compel or coerce anyone to give them anything of value.

No employee can give, pay, loan, transfer, or deliver or offer to give, pay, loan, transfer or deliver to any person anything of economic value that the person would otherwise be prohibited from receiving under the ARCH Code of Ethics.

No employee of ARCH can solicit or receive any thing of economic value for aiding in the accomplishment of the passage or defeat of any matter affecting ARCH by its Board of Directors.

No immediate family members of the Principal shall be employed by ARCH, unless such person is a classroom teacher and they recuse themselves from any decision involving the family member teacher or, in limited circumstances, is an electrician, guidance counselor, or administrative employee.

No employee of ARCH can, for a period of two years after the termination of their employment with the ARCH, assist another person, for compensation, in a transaction in which they participated at any time during their employment involving ARCH.

No employee of ARCH can, for a period of two years following termination of their “public employment” render any service which they had rendered to ARCH during their “public employment” on a contractual basis.

Approved: April 18, 2018

Title: General Employee Safety

The ARCH Community School (ARCH) is committed to providing the resources and manpower necessary to develop, implement, and administer a safety program for the protection of its employees. All personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. The Principal will conduct periodic reviews of the safety program to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, you should contact the designated provider for work place injuries or, if needed in an emergency, contact the emergency medical response outside emergency response agencies. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

ARCH establishes safety rules and procedures for the safety and welfare of students, employees and visitors. They include but are not limited to the following:

- Horseplay and fighting will not be tolerated in the workplace.
- Possession of unauthorized firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform your immediate supervisor if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision making or physical ability may be required, particularly if you drive a vehicle on school business.
- Report all work related injuries to your supervisor immediately.
- Immediately report accidents, near accidents, and property damage to your supervisor regardless of severity.
- Use required personal protective equipment (PPE) and/or safety procedures to protect yourself from potential hazards that cannot be eliminated. Maintain your PPE in good condition.
- Operate equipment only if you are trained and authorized.
- If you do not understand your job assignment, ask your supervisor for help.
- Inspect your workstation for potential hazards and ensure that the equipment is in safe operating condition before using it.
- Immediately report any unsafe condition or act to your supervisor. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.
- If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.
- If there is any doubt concerning the safety work method to be used, consult your supervisor before beginning the work.
- Follow recommended work procedures outlined for the job including safe work methods.

- Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.
- Report any smoke, fire, or unusual odors to your supervisor.
- Use proper lifting techniques. For objects exceeding 50 pounds in weight, specific methods for safe lifting should be determined by your immediate supervisor.
- Never attempt to catch a falling object.
- Comply with all state and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.
- Know and follow departmental rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.
- Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.

Employees who do not comply with these safety rules may be subject to disciplinary action and may be considered undesirable for continued employment with ARCH.

Approved: April 18, 2017

Title: Weapons

To ensure that The ARCH Community School (ARCH) maintains a workplace safe and free of violence for all employees, we prohibit the possession or use of perilous weapons on school property. A license to carry a concealed weapon on school property does not supersede school policy. No school official shall give consent under R.S. Mo. §571.107 for any person, other than a licensed police officer, to carry a concealed firearm into any school facility, property or activity. ARCH employees who hold concealed firearms carry endorsements as described in Missouri law may NOT carry any firearm, visible or concealed, on school property or at school activities.

Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. Most of all employees are subject to this provision, including contract and temporary employees, visitors and customers on school property. The only exception to this policy will be police officers, security counselors or other persons who have been given written consent by ARCH to carry a weapon on the property.

"School property" is defined as all school-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the school's ownership or control. This policy applies to all school-owned or leased vehicles and all vehicles that come onto school property.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

ARCH may conduct searches, as permitted by law, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

This policy is administered and enforced by the Principal. Anyone with questions or concerns specific to this policy should contact the Principal.

Approved: April 18, 2017

Title: Violence in the Workplace

The ARCH Community School (ARCH) prohibits workplace violence. Consistent with this policy, acts or threats of physical violence including intimidation, harassment, and/or coercion, which involve or affect ARCH or which occur on ARCH property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at ARCH, or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on ARCH's premises, regardless of the relationship between ARCH and the parties involved.
- All threats or acts of violence occurring off ARCH's premises involving someone who is acting in the capacity of a representative of ARCH.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy ARCH's property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

ARCH prohibition against threats and acts of violence applies to all persons involved in ARCH's operation, including but not limited to personnel, contract, and temporary workers and anyone else on ARCH property. Violations of this policy by any individual on ARCH property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to the Principal.

Adopted: April 18, 2017

Human Resources: 2180

Title: Smoking

In consideration of the reports of the Surgeon General of the United States and in keeping with The ARCH Community School's (ARCH) intent to provide a safe and healthy work environment, no person shall smoke, chew, or otherwise consume any tobacco or tobacco product while on ARCH grounds or any school bus transporting children attending any ARCH school. Any person who violates this policy may be subject to disciplinary action up to and including termination.

The Smoke-Free Workplace policy applies to:

- All areas of buildings occupied by school employees.
- All school-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the school.
- All ARCH employees and volunteers.
- All visitors (customers and vendors) to school premises.
- All contractors and consultants and/or their employees working on school premises.
- All temporary employees.
- All student interns.

Approved: April 18, 2017

Human Resources: 2190

Title: Communicable Diseases

The Board of Directors of The ARCH Community School (ARCH) makes reasonable effort to ensure that no individual has potentially harmful exposure to infection or diseases.

Definitions.

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

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

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

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

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

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

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

- The nature of the risk; i.e., how long the disease is transmitted;
- The duration of the risk; i.e., how long the carrier is infectious;

- The severity of the risk; i.e., the degree of potential harm to third parties; and
- The probability that the disease will be transmitted and will cause varying degrees of harm.

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

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 ARCH programs or to be employed by the Board.

In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a contagious disease, the Principal is authorized to remove the infected student or employee from school 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.

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

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

Approved: April 18, 2017

Title: Communications

Successful working conditions and relationships depend upon successful communication. Not only do employees need to stay aware of changes in procedures, policies and general information, employees also need to communicate their ideas, suggestions, personal goals or problems as they affect their work. In addition to the exchanges of information and expressions of ideas and attitudes which occurs daily, employees should make certain they are aware of and utilize all The ARCH Community School (ARCH) methods of communication, including the Employee Handbook, bulletin boards, discussions with the memoranda, staff meetings, newsletters, training sessions, and school e-mail and intranet.

Employees will receive other information booklets, such as their insurance booklets, from time to time. Employees may take these booklets home so that their family may know more about their job and benefits.

In addition, employees may receive letters from ARCH. There is no regular schedule for distribution of this information. The function of each letter is to provide employees and their families with interesting news and helpful information that will keep them up-to-date on the events here at ARCH.

Approved: April 18, 2017

**Title: Computer Software
Unauthorized Copying**

The ARCH Community School (ARCH) does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a federal crime. Penalties include fines up to and including \$250,000 and jail terms of up to five years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

ARCH licenses the use of computer software from a variety of outside companies. ARCH does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.

With regard to use on local area networks or on multiple machines, ARCH employees shall use the software only in accordance with the software publisher's license agreement.

ARCH employees learning of any misuse of software or related documentation within the school must notify the Principal immediately.

According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. ARCH employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.

Approved: April 18, 2017

The ARCH Community School (ARCH) makes every effort to provide the best available technology to those performing services for ARCH. In this regard, ARCH has installed, at substantial expense, equipment such as computers, servers, networks, electronic mail, and voice mail (collectively, "technology systems"). This policy is to advise those who use our business equipment on the subject of access to and disclosure of computer stored information, voice mail messages and electronic mail messages created, sent or received by ARCH's employees with the use of ARCH's equipment. This policy also sets forth policies on the proper use of ARCH's technology systems. ARCH's technology systems should only be used for conducting school business. Incidental and occasional personal use of school technology systems is permitted, but information and messages stored in these systems will be treated no differently from other business related information and messages, as described below.

The school technology systems may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. The Technology systems are not to be used to create any offensive or disruptive messages. Among those which are considered offensive are any messages that contain sexual implications, racial slurs, gender specific comments, or any other comments that offensively address someone's age, sexual orientations, religious or political beliefs, national origin, or disability. In addition, the technology systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

Although ARCH provides certain codes to restrict access to its technology systems to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all technology system information is considered as school records

ARCH also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically stored evidence. Therefore, ARCH must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because ARCH reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should have no expectation of privacy with regard to such messages. ARCH or its designated representatives may access and review information contained in such messages. Individuals using ARCH's technology systems should also have no expectation that any information stored on those systems - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

ARCH will monitor all information stored or transmitted on its technology systems, including, but not limited to voice mail or electronic mail messages. ARCH may also inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

The contents of ARCH's technology systems properly obtained for some legitimate business purpose, may be disclosed by ARCH if necessary within or outside of ARCH. Given ARCH's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

ARCH's Principal will review any request for access to the contents of an individual's computer, voice mail, or electronic mail prior to access being made without the individual's consent.

Approved: April 18, 2017

Human Resources: 2230

**Title: Personal Digital Assistant
(PDA) and Cell Phone Use**

The ARCH Community School (ARCH) will provide PDA devices to various individuals based on need. The PDA device or cell phone is the property of the ARCH and should be cared for. If the device is broken or damaged by the employee, the amount to replace the device will be deducted from the paycheck of that employee.

The PDA device or cell phone should be used for ARCH business only. This device is provided to you to ensure that you are reachable by other ARCH personnel for any ARCH matter during business and off-business hours.

To get specifics regarding your plan, please refer to the Property Use Authorization form. The PDA device and cell phone must be returned to ARCH upon termination of employment, no matter the reason for leaving ARCH. If the device is not returned, its replacement cost will be deducted from the final paycheck.

Approved: April 18, 2017

**Title: Internet Use and Software
Downloading**

This policy defines the proper employee use of the The ARCH Community School's (ARCH) Internet access and the procedures for handling software download opportunities.

While using the Internet, respect the privacy of others and do not intentionally obtain copies, modify files, passwords or data that belong to others. Do not represent yourself as someone else by using another's account. Do not forward personal material without prior consent. Do not use language that is abusive, profane or offensive.

When using items from the Internet, respect the legal protection provided by copyright licenses to programs, books, articles and data.

When offered links to material on the Internet, do not follow the links unless you are aware of the origin of the message. Do not download software upgrades or suspect attachments without contacting the IT department beforehand. Software upgrades often are not adequately tested and can introduce incompatible code making the existing system unstable. Attachments may contain viruses or malicious code that can compromise the security of the in-house system.

While using the Internet, adhere to existing Federal and State laws regarding electronic communication. This includes regulations re: accessing information without authorization, giving passwords out to others or causing a system to malfunction. These laws carry both civil and criminal penalties.

Do not access material that is fraudulent, harassing, sexually explicit, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability or other characteristic protected by law).

Employees who are in doubt as to the protocol and risks involved in using the Internet or in downloading software upgrades offered on the Internet should contact their supervisor.

Approved: April 18, 2017

Human Resources: 2250

Title: No Solicitation/Distribution

Non-employee visitors have a limited right of access to The ARCH Community School (ARCH) facilities and should only be on ARCH property for purposes directly related to their children's education. Visitors who are not visiting for the purpose of directly dealing with their child should report to the Principal or Business Office and will only be allowed visitation for purposes of proper sales or maintenance and repair.

Employees may not engage in solicitation or in the distribution of literature during working time in working areas. Working time means the period scheduled for the performance of job duties, not including meal times, break times, or other periods when employees are properly not engaged in performing work related duties. Employees on their meal times break times, or other non-working times may not solicit or distribute literature to other employees during the working time of such employees.

Bulletin boards on ARCH's property are to be used for official purposes only to notify employees about information approved in advance by management. School bulletin boards are controlled by the Principal. Before any item may be posted on a school bulletin board, the Principal must approve the item for posting. Items posted without the approval of the Principal will be removed and the person responsible will be disciplined.

Approved: April 18, 2017

Human Resources: 2260

**Title: Dress Code and Personal
Appearance**

The appearance of The ARCH Community School's employees is very important in presenting a neat, clean and professional environment. Wearing professional attire and proper grooming are necessary to maintain professional standards set by their supervisor. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Approved: April 18, 2017

Human Resources: 2270

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Title: Personal Use of Property

In no instance may equipment be taken from the school premises without prior management approval. As a The ARCH Community School employee, you accept full responsibility for accountability, proper utilization and losses of equipment assigned to you or under your control. Employees are responsible for returning the equipment in good condition, and may be required to pay for any damages that occur as a result of improper use/loss while using the equipment.

Approved: April 18, 2017

Title: Separation of Employment

The ARCH Community School (ARCH) reserves the right to terminate employment for any reason not prohibited by law. Employees who voluntarily end their employment are expected to give the Principal at least two weeks advance notice of their termination date.

According to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of an employee's termination of employment with ARCH or loss of eligibility to remain covered under ARCH's group health insurance program, employees and their eligible dependents may have the right to continued coverage under ARCH's health insurance program for a limited period of time at their own expense.

Employees must return all ARCH property at the time of the employee's separation of employment. Employees are responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the employee's paycheck. Employees may be required to sign a wage deduction authorization form for this purpose.

Employees of ARCH should not under any circumstances respond to any requests for information regarding another employee unless it is part of their assigned job responsibilities. Employees who receive requests for information regarding other employees should forward those requests to the Principal.

Approved: April 18, 2017

The ARCH Community School

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**Title: Civil Rights, Title IX,
Section 504**

The ARCH Community School (ARCH) assures that it will comply with:

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

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

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

Approved: April 18, 2017

Operations: 3010

**Title: Equal Educational
Opportunity**

The ARCH Community School (ARCH) 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. It is possible that a student may have more than one type of disability.

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

Approved: April 18, 2017

Operations: 3020

Title: Instruction for Students with Disabilities

The ARCH Community School provides 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, §162.670-.995, RSMo., and Missouri's State Plan for Part B.

Approved: April 18, 2017

**Title: Services for Students with
Disabilities**

The ARCH Community School (ARCH) shall comply with all relevant state and federal laws pertaining to students with disabilities. Therefore, ARCH will develop an individualized educational program (IEP) for each ARCH student with a disability who is entitled to special educational services pursuant to the Individuals with Disabilities Education Act (IDEA), as amended and/or an accommodation plan (504 Plan) for students who are qualified pursuant to Section 504 of the Rehabilitation Act of 1973.

ARCH will provide special education, accommodations and/or other services to students with disabilities in accordance with applicable laws, including the IDEA, as amended, Section 504 of Rehabilitation Act of 1973, Sections 162.670-.995, RSMo. and Missouri's State Plan for Part B, as amended. ARCH assures that it will provide a free, appropriate public education (FAPE) to all eligible children with disabilities between the ages of 5 and 21 under its jurisdiction. ARCH assures that it will provide information and referral services necessary to assist the State in the implementation of early intervention services for infants and toddlers eligible for the Missouri First Steps program.

ARCH further assures that personally identifiable information collected, used, or maintained by the agency for the purposes of identification, evaluation, placement, or provision of FAPE of children with disabilities may be inspected and/or reviewed by their parents/guardians. Parents/guardians may request amendment to the educational record if the parent/guardian believes the record is inaccurate, misleading, or violates the privacy or other rights of their child. Parents have the right to file complaints with the U.S. Department of Education or the Missouri Department of Elementary and Secondary Education concerning alleged failures by the school to meet the requirements of the Family Educational Rights and Privacy Act.

ARCH has a Local Compliance Plan for the implementation of State Regulations for the Individuals with Disabilities Education Act (IDEA). This plan contains the agency's policies and procedures regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information and the agency's assurances that services are provided in compliance with the General Education Provision Act (GEPA). This plan may be reviewed in the Principal's Office between 9:00 A.M. and 4:00 P.M., Monday through Friday. This notice will be provided in native languages as appropriate.

Approved: April 18, 2017

Title: Student Seclusion and Restraint

Purpose

1. Meet the requirements of RSMo 160.263.
2. Promote safety and prevent harm to all students, school personnel and visitors.
3. Treat all students with dignity and respect in the use of discipline and behavior-management techniques.
4. Provide school personnel with clear guidelines about the use of seclusion, isolation and restraint in response to emergency situations.
5. Promote retention of teachers and other school personnel by addressing student behavior in an appropriate and safe manner.
6. Promote parent understanding about state guidelines and district policies related to the use of discipline, behavior management, behavior interventions and responses to emergency situations.
7. Promote the use of non-aversive behavioral interventions.

Use of Restrictive Behavioral Interventions

Time-Out

Nothing in this section is intended to prohibit the use of time-out as defined in this section.

Seclusion

Seclusion as defined in this section is prohibited except for an emergency situation while awaiting the arrival of law enforcement personnel as provided for in RSMo 160.263.

Isolation

Isolation may only be used:

- After de-escalating procedures have failed.
- In an emergency situation as defined in this section.
- With parental approval, as specified in a student's Individualized Education Program (IEP), Section 504 plan, or behavior intervention plan.

Use of isolation requires all of the following:

- The student to be monitored by an adult in close proximity who is able to see and hear the student at all times. Monitoring shall be face-to-face unless personal safety is significantly compromised in which case technology supported monitoring may be utilized.
- The total time in isolation is to be reasonably calculated based on the age of the child and circumstances, and is not to exceed 40 minutes without a reassessment of the situation and consultation with parents and/or administrative staff, unless otherwise specified in an

IEP, Section 504 Plan or other parentally agreed-upon plan to address a student's behavior.

- The space in which the student is placed should be a normal-sized meeting or classroom commonly found in a school setting.
- The space in which the student is confined is comparable in lighting, ventilation, heating, cooling, and ceiling height to those systems that are in use in other places in the school.
- The space in which the student is placed must be free of objects that could cause harm.

Isolation shall never be used as a form of punishment or for the convenience of school personnel.

Physical Restraint

Physical restraint shall only be used:

- In an emergency situation.
- When less restrictive measures have not effectively de-escalated the situation and the school has a plan for how to respond in such situations.
- When otherwise specified in an IEP, Section 504 Plan or other parentally agreed-upon plan to address a student's behavior.

Physical restraint shall:

- Only be used for as long as necessary to resolve the actual risk of danger or harm that warranted the use of physical restraint.
- Use no more than the degree of force necessary to protect the student or other persons from imminent bodily injury.
- Not place pressure or weight on the chest, lungs, sternum, diaphragm, back, neck or throat of the student which restricts breathing.
- Only is done by school personnel trained in the proper use of restraint.

Any school personnel using physical restraint shall:

- Use methods of restraint in which the person has received approved training.
- Conduct restraint with at least one additional adult present and in line of sight unless other school personnel are not immediately available due to the unforeseeable nature of the emergency situation.

Physical restraints should never be used as a form of punishment or for the convenience of school personnel.

Mechanical Restraint

Mechanical restraint shall only be used as specified in a student's IEP or Section 504 plan with two exceptions:

- Vehicle safety restraints shall be used according to state and federal regulations.
- Mechanical restraints employed by law enforcement officers in school settings should be used in accordance with their policies and appropriate professional standards.

Chemical Restraint

Chemical restraints shall never be used by school personnel.

Aversive interventions that compromise health and safety shall never be used by school personnel.

Communication and Training: School Personnel Debriefing

Following any emergency situation involving the use of seclusion, isolation or restraint a debriefing shall occur as soon as possible but no later than two (2) school days after the emergency situation. The debriefing shall include, at a minimum, a discussion of the events that led to the emergency and why the de-escalation efforts were not effective; any trauma reactions on the part of the student, other students or school personnel; what, if anything, could have been done differently; and an evaluation of the process.

Parental Notification

Except as otherwise specified in a student's IEP or Section 504 plan:

- Following an emergency situation involving the use of seclusion, isolation or restraint the parent or guardian of the student shall be notified through verbal or electronic means of the incident as soon as possible, but no later than the end of the day of the incident.
- The parent or guardian shall receive a written report of the emergency situation within five (5) school days of the incident.

The written incident report shall include all of the following:

- Date, time of day, location, duration, and description of the incident and interventions.
- Event(s) that led up to the incident.
- Nature and extent of any injury to the student.
- Name of a school employee the parent or guardian can contact regarding the incident.
- Plan to prevent the need for future use of seclusion, isolation or restraint.

School Personnel Training

The Principal shall ensure that all school personnel are trained annually and know the policy and procedures involving the use of seclusion, isolation and restraint.

Training shall include all of the following:

- A continuum of prevention techniques.
- Environmental management techniques.
- A continuum of de-escalation techniques.
- Information about the policy.

School personnel who utilize seclusion and/or isolation and/or restraint shall receive annual training in:

- De-escalation practices.
- Appropriate use of physical restraint.
- Professionally-accepted practices in physical management and use of restraints.
- Methods to explain the use of restraint to the student who is to be restrained and to the individual's family.
- Appropriate use of isolation.
- Appropriate use of seclusion.
- Information on the policy and appropriate documentation and notification procedures.

Students with Disabilities

Consents, that a form of restraint or isolation or aversive behavior intervention may be appropriate in certain identified and limited situations, the team may set forth the conditions and procedures in the IEP or Section 504 plan. Any use of restraint, isolation or aversive behavior interventions must be limited to what is set forth in the IEP or Section 504 plan. If the IEP or Section 504 plan permits use of restraint, isolation or aversive behavior interventions, it must also contain a plan to eliminate the need for their use. Before adding the use of restraint, isolation or aversive behavior interventions to an IEP or Section 504 plan, the student must have undergone appropriate assessments to include, but not limited to, a formal functional behavior assessment and a positive behavior support plan developed.

Corporal Punishment

Corporal punishment means any act of physical force upon a student for the purpose of punishment. No person employed by or volunteering on behalf of ARCH shall administer or cause to be administered corporal punishment upon a student. A staff member may, however, use reasonable physical force against a student **WITHOUT ADVANCE NOTICE TO THE Principal** if it is essential for self-defense, the preservation of order, or for the protection of other persons or property of the School.

Reports on Use of Seclusion, Isolation, Restraint or Aversive Behavior Interventions

ARCH shall maintain records documenting the use of seclusion, isolation, restraint and aversive behavior interventions showing when, reason for use, duration, names of school personnel involved, whether students or school personnel were injured, name and age of the student, whether the student has an IEP, Behavior Intervention Plan (BIP) or personal safety plan, when the parents were notified, if the student was disciplined, and any other documentation required by federal or state law.

Applicability of this Policy

This policy applies to all ARCH school personnel. School personnel assigned to programs not located on district premises (hospitals, detention centers, juvenile facilities, and mental health facilities) shall follow the policy and procedure of the facility/program where they work.

Definitions

"Assistive technology device" means any item, piece of equipment or product system that is used to increase, maintain or improve the functional capacities of a child with a disability.

"Aversive behavioral interventions" means an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as: contingent application of noxious, painful, intrusive stimuli or activities; any form of noxious, painful or intrusive spray, inhalant or tastes; or other stimuli or actions similar to the interventions described above. The term does not include such interventions as voice control, limited to loud, firm commands; time-limited ignoring of a specific behavior; token fines as part of a token economy system; brief physical prompts to interrupt or prevent a specific behavior; interventions medically necessary for the treatment or protection of the student; or other similar interventions.

"Behavioral intervention" means individualized instructional and environmental supports that teach students appropriate behaviors to replace problem behaviors. Behavioral interventions are guided by a functional behavioral assessment that identifies the communicative intent of problem behavior and takes into consideration any known medical, developmental or psychological limitation(s) of the child.

"Behavior Intervention Plan (BIP)" sets forth specific behavior interventions for a specific student who displays chronic patterns of problem behavior.

"Behavior management" means those comprehensive, school-wide procedures applied in a proactive manner that constitutes a continuum of strategies and methods to support and/or alter behavior in all students.

"Chemical restraint" means the administration of a drug or medication to manage a student's behavior that is not a standard treatment and dosage for the student's medical condition.

"Confinement" means the act of preventing a child from leaving an enclosed space.

"Discipline" means the consequences for violating the district's student code of conduct.

"Emergency situation" is one in which a student's behavior poses a serious, probable threat of imminent physical harm to self or others. ARCH also includes "or destruction of school or another person's property."

"Functional Behavior Assessment" a formal assessment to identify the function or purpose the behavior serves for the student so that classroom interventions and behavior support plans can be developed to improve behavior. The assessment could include observations and charting of the behavior and interviews with family, teachers, and the student, so as to determine the frequency, antecedent and response of the targeted behavior.

“IEP” means a student’s Individualized Education Program as defined by the Individuals with Disabilities Education Act (IDEA).

“Isolation” means the confinement of a student alone in an enclosed space without locking hardware.

“Law enforcement officer” means any public servant having both the power and duty to make arrests for violations of the laws of this state.

Approved: April 18, 2017

Operations: 3050

Title: Allergies

The ARCH Community School (ARCH) strives to provide a safe environment for students with life-threatening or other serious food allergies; promote understanding of student allergies in the school and community; establish guidelines for prevention and response protocols; and, initiate adult training and age-level-appropriate student education intended to promote compliance with the policy.

Management of student allergies will be consistent with generally-applicable law, as well as law that may apply to individual students due to the nature and severity of the allergy, and/or other circumstances unique to the student.

Except as otherwise required by law or by needs unique to an individual student, student allergies will be managed through a team approach. The team shall include persons who have knowledge of the student and/or the student's allergy and any related medical conditions. The team will include the student (if age appropriate), the student's parent or guardian, and The Arch Community School (ARCH) staff. Depending upon the specific circumstances, it may be appropriate for additional healthcare personnel, ARCH personnel, or representatives of the parents or ARCH to be present at one or more meetings of the team.

This policy establishes levels of allergen restriction. However, nothing in this policy is intended to suggest that any facility or activity will be entirely free from any specific allergen.

Definitions

References to and/or prohibitions against "peanuts and tree nuts" and/or "substances containing peanuts or tree nuts" include products that actually contain peanuts or tree nuts, whether in whole or processed form. Such references and/or prohibitions are not intended to include products that may have been produced in a facility where peanuts or tree nuts may have been processed or otherwise may have been present. However, nothing in this policy shall prevent individualized exclusion of products that have been produced in a facility where peanuts or tree nuts have been processed or otherwise may have been present if a student's medical condition and the law so require.

Tree nuts include, but are not limited to the following: almonds, beechnuts, Brazil nuts, bush nuts, butternuts, cashews, chestnuts, chinquapin, coconut, filberts, ginko nuts, hazelnuts, hickory nuts, lichee nuts, macadamia nuts, nangai nuts, pecans, pili nuts, pine nuts, pistachios, peanuts, and walnuts.

Responding to the Student's Allergy

Upon receiving notification from a student's parent or guardian that the student has a life threatening or other serious food allergy, ARCH will request that the following information be provided to ARCH by the parents and the student's physician, preferably an allergist:

1. Food Allergy Action Plan
2. Food Allergy Reference Form
3. Request for Administration of Medication at School Form (if applicable)
4. Consent for Student to Self-Administer Medication (if applicable)
5. Medical Statement for Student Requiring Special Meals (if applicable)
6. Statement regarding whether the student wears or should wear a Medical Alert Bracelet.
Upon receiving sufficient documentation from the parents and student's physician regarding the existence and management of a life-threatening or other serious allergy, ARCH will implement the following procedures:
 - a. The Principal or other appropriate administrator or special services personnel will convene a meeting of the student's healthcare or other applicable multi-disciplinary team to develop an individualized health care plan (IHP) and/or such other plan as may be required by law.
 - b. This healthcare or other multi-disciplinary team may include but shall not be limited to the parents, student (as may be age-appropriate), the Principal or designee, school nurse, classroom teacher(s), food services representative, counselor, school and/or student's physician, emergency services representative, and such other persons as may be appropriate to the individual student's needs.
 - c. Once the IHP or other plan has been developed, relevant and appropriate information from the IHP or other plan will be distributed to all staff who supervise the student and to all other staff who may be involved in implementation of or compliance with the plan.
 - d. ARCH will distribute the student's Food Allergy Action Plan (FAAP) to all staff who provide instruction to or direct supervision for the student, and to all other staff who are involved in implementation of or compliance with the plan.
 - e. A copy of the FAAP will be located in each classroom where the child receives instruction or participates in school-sponsored activities, and in other locations within the building where the child may be present, including but not limited to the cafeteria.
 - f. A copy of the FAAP will accompany the student to activities away from school, including but not limited to academic and athletic contests, field trips, camps, and other school-sponsored activities. The copy of the FAAP shall be in the possession of the coach, sponsor, teacher, or other designated supervisor.
 - g. ARCH will provide specific training for the staff who instruct or directly supervise the student, which training will include the importance of allergen avoidance strategies, label reading and ingredients to avoid, cross contamination, recognition of symptoms, discussion of the FAAP, and use of Epi-pens and other emergency medication or intervention devices.

- h. ARCH will review appropriate cleaning techniques with food service, custodial, all teachers who allow food to be consumed within the student's classroom, and others who may be present when food is consumed by students on school property or during a school activity.
- i. ARCH will consider and implement allergen restricted zones within the lunchroom, individual classrooms, and specific school activities, as warranted.
- k. ARCH will notify all staff within each affected student's building regarding the location of Epi-Pens and other emergency medication or intervention devices.

Individual Modifications and Accommodations

ARCH will provide reasonable modifications and accommodations for individual students as may be appropriate to the nature and severity of the allergy and the student's specific needs. In making determinations regarding such modifications and accommodations, ARCH will also consider physician orders, the age of the student, and other information provided by the parents, the student's healthcare providers, and ARCH staff. Possible modifications/accommodations may include but are not limited to the following:

1. Permitting or encouraging the student to carry an Epi-pen or other emergency medication or intervention devices, in addition to having additional medication or devices at one or more locations in the building.
2. Creating allergen restricted zones within classroom(s) in which the student is scheduled to attend classes or participate in other activities.
3. Providing appropriate notices to parents of all classmates regarding the scope of allergen restriction within ARCH, building, classroom, lunchroom, and/or school activities.
4. Educating peers through classroom/grade level presentations.

Failure to Comply with the Food Allergy Management Policy, Regulation, or Procedures

The purpose of the policy is to provide a safe environment for students with life-threatening and other serious allergies. Accordingly, all students, staff, parents, patrons, and others are required to comply in full with the provisions of this policy.

All persons subject to this policy must be aware that failure to comply with the requirements of the policy will be addressed through the following: (1) evaluation, remediation, and/or discipline of staff; (2) application of the Student Discipline Code; and/or (3) the authority of ARCH to exclude from ARCH premises and/or business transactions any persons or entities who fail to comply with ARCH policy and/or the standards of conduct necessary to provide for student safety.

Approved: April 18, 2017

Operations: 3060

Title: Official School Year and School Day

The Board of Directors of The ARCH Community School (ARCH) shall adopt annually a school calendar that will provide for a minimum of 174 days and 1,044 hours of pupil attendance.

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

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

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

Approved: April 18, 2017

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Cross Reference: 3050 School Calendar

Operations: 3070

Title: School Calendar

The Board of Directors of The ARCH Community School approves the school calendar. The Principal shall submit a recommended calendar for the upcoming school year no later than May 30 of each preceding year. The calendar shall specify the calendar dates of the school year for students, the work year for staff, holidays and breaks, and other critical activities and events. The annual calendar shall comply with the School's policies and applicable regulations of the Missouri State Board of Education. The Principal may recommend multi-year calendars. The Board of Directors has the authority to make changes to the official school calendar.

Approved: April 18, 2017

Operations 3080

Title: School Reporting

The Board of Directors of The ARCH Community School authorizes and directs the Principal and/or its agents to submit to the Missouri Department of Elementary and Secondary Education (DESE) all data and reports as required by law and/or by regulations of the Missouri State Board of Education. The Annual Report will be completed and submitted in accordance with DESE regulations.

The Annual Report will be available to all School patrons, and to each member of the General Assembly representing a legislative LEA that contains a portion of the School's attendance area from DESE or the school's website.

Approved: April 18, 2017

Operations: 3090

Title: Public Inspection

As required by Missouri statutes, The ARCH Community School (ARCH) makes available for public inspection, and provide upon request, to the parent, guardian, or other custodian of any school-age pupil resident in the LEA in which the school is located the following information:

1. The school's charter;
2. The school's most recent annual report card published according to section 160.522;
3. The results of background checks on the charter school's board members; and
4. B LCA may charge reasonable fees, not to exceed the rate specified in section 610.026 for furnishing copies of documents under this subsection.

Approved: April 18, 2017

Operations: 3100

Title: Title I

The ARCH Community School (ARCH) 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.

ARCH will submit its Federal Title I LEA Plan, describing the School's Title I services to the Missouri Department of Elementary and Secondary Education.

Approved: April 18, 2017

Operations: 3110

Title: Students of Legal Age

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

Approved: April 18, 2017

Operations: 3120

Title: Student Educational Records

The ARCH Community School (ARCH) shall 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 errors and/or omission. ARCH 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 ARCH, 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, ARCH 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.

Approved: April 18, 2017

Operations: 3130

**Title: Student Health
Information Records**

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

Approved: April 18, 2017

Operations: 3140

Title: School Safety Plan and Emergency Closing Procedures

The ARCH Community School (ARCH) will cooperate fully with local emergency management preparedness authorities to develop and implement a Safety Plan describing an emergency management preparedness program addressing man-made and natural disasters.

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

The Principal 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.

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

At the Principal's discretion, school activities as defined above, may be canceled even after operation of a regular school day if conditions exist to warrant such suspension. Students and parents shall be notified in a timely manner regarding the cancellation of these activities.

Approved: April 18, 2017

Title: Communicable Diseases

A student shall not attend classes or other The ARCH Community 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 Principal or his designee has determined, based upon medical evidence, that the student:

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

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

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

Approved: April 18, 2017

Operations: 3160

Title: Distribution of Medicine

The ARCH Community School (ARCH) authorizes the Principal or his designee to provide assistance with medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

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

ARCH reserves the right to refuse to administer certain types of medication (at the discretion of the Principal or his designee when such administration could prove harmful to staff or student without proper training or direction of a doctor.

Approved: April 18, 2017

Operations: 3170

Title: Immunizations

All students attending The ARCH Community School are required to be in compliance with state programs mandating immunization against specific diseases. Failure to comply with Missouri's immunization requirements will result in exclusion from school until proof of compliance is provided. Homeless students may be enrolled in school prior to receiving their immunization records. Once BLCA personnel determine that an enrolling student is homeless, BLCA will assist the student in obtaining his/her education, immunization, medical, and other records. The student will be enrolled in the interim. If BLCA is unable to obtain prior immunization records within thirty (30) days of enrolling and the student is still eligible for services under the homeless education program; the student must begin the immunization series and demonstrate that satisfactory progress has been accomplished within ninety (90) days. If the homeless student maintains that he/she is exempted from receiving immunizations, then after thirty (30) days the student must provide documentation in accordance with the exemption requirements provided in Section 167.181.3, RSMS.

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

Approved: April 18, 2017

Operations: 3180

**Title: Student Group Use of
Facilities**

Pursuant to the Equal Access Act, The ARCH Community School Board of Directors 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.

Approved: April 17, 2018

Operations: 3190

Title: Student Attendance and Accounting

The ARCH Community School (ARCH) abides by the compulsory attendance laws of the State of Missouri, with the exception of those students who may be excused from full-time attendance by the Principal. Individual petitions for any deviation from full-time attendance shall be considered by the Principal on the merits of the individual student's application and in compliance with State law and regulations. In order to receive maximum benefit from the instructional activities, students are expected to be in school, on time, each day unless excused for legitimate reasons. Students and parents must assume responsibility for being punctual and regular in attendance.

The Principal shall establish and maintain an accurate accounting of student attendance, transportation and food service records. Consultants and vendors may assist in the processes; however, the final responsibility resides with the Principal. The records shall be in accordance with State law and appropriate regulations of the Missouri Department of Elementary and Secondary Education.

Approved: April 18, 2017

Operations: 3200

Title: Eye Protection

The ARCH Community School (ARCH) requires every student, teacher and visitor 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.

Approved: April 18, 2017

Operations: 3210

Title: Course Requirements – Constitution, American History, Missouri Government

If The ARCH Community School (BLC) offers high school education the school shall offer in grade nine, ten, eleven, or twelve a course of instruction in the institutions, branches and functions of the government of the state of Missouri, including local governments, and of the government of the United States, and in the electoral process. Each pupil who receives a high school diploma or certificate of graduation shall satisfactorily complete such a course of study. Such course shall be of at least one semester in length and may be two semesters in length. The school may waive the requirements of this subsection for any student who transfers from outside the state to a Missouri high school if the student can furnish documentation deemed acceptable by the school of the student's successful completion in any year from the ninth through the twelfth grade of a course of instruction in the institutions, branches, and functions of state government, including local governments, and of the government of the United States, and in the electoral process.

American history courses at the elementary and secondary levels shall include in their proper time-line sequence specific referrals to the details and events of the racial equality movement that have caused major changes in United States and Missouri laws and attitudes.

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.

Approved: Approved April 18, 2017

**TITLE: YOUTH SUICIDE PREVENTION
AND AWARENESS**

The ARCH Community School is committed to maintaining a safe environment to protect the health, safety and welfare of students. This policy is being adopted pursuant to Section 170.048, RSMo.

Crisis Response Team

ARCH will include suicide awareness and prevention in already established school crisis response teams or will establish such team(s) if not already in existence. Crisis response team members may include administrators, counselors, the school nurse, school social workers, school resource officers, teachers and/or community resources as appropriate. The crisis response team will be responsible for implementation of crisis response procedures.

ARCH will adopt an evidence based/informed tool for assessing suicide risk. The crisis response team, the Principal, or his designee will receive training and coaching in using this tool to collect and document student suicidal behaviors and safety planning strategies.

Crisis Response Procedures

Student suicidal behaviors are not confidential and may be revealed to the student's parents, guardians, school personnel or other appropriate authority when the health, welfare or safety of the student is at risk.

Any school employee who has a reasonable belief that a student may be at risk for suicide or witnesses any attempt towards self-injury will notify a member of the crisis response team, the Principal or his designee.

If a student suicide behavior is made known to any school employee and a member of the crisis response team, the Principal or his designee is not available, the employee will notify the student's parent/guardian, the National Suicide Prevention Lifeline (800-273-8255) or local law enforcement in an emergency situation. As soon as practical, the employee will notify the Principal.

The following steps will be employed in response to any risk of student suicide:

- If the student can be located, the student will not be left alone unless it is determined that there is no longer a risk of suicide. Notify parent/guardian
- If student cannot be located, contact and inform parents/guardians of the concern
- Notify member of the crisis response team, the Principal or his designee, or if cannot be located, contact emergency services.
- Conduct risk assessment
- A student exhibiting suicidal behavior will be directed to meet with the Principal or his designee, parent/guardian, and counselor to discuss safety plan.

Procedures for Parent Involvement

A member of the crisis response team, the Principal or his designee shall reach out to the parents/guardians of a student identified as being at risk of suicide to consult with them about the risk assessment of their student, to make them aware of community resources, and to discuss how to best support the student's mental well-being and safety.

If the parent refuses to cooperate or if there is any doubt regarding the student's safety, local

mental service providers and/or law enforcement may need to be engaged, and a report may need to be made to the Child Abuse and Neglect Hotline. Contact with a parent concerning risk of suicide will be documented in writing.

School and Community Resources

A student exhibiting suicidal behavior will be directed to meet with the building designee, their parent/guardian and counselor to discuss support and safety systems, available resources, coping skills and a safety plan as necessary.

ARCH will, in collaboration with local organizations and the Missouri Department of Mental Health, identify local, state and national resources and organizations that can provide information or support to students and families.

Responding to Suicidal Behavior or Death by Suicide in the School Community

When the school community is impacted by suicidal behavior or a death by suicide, Arch will confer with their crisis response teams and, when appropriate, confer with local community resources and professionals to identify and make available supports that may help the school community understand and process the behavior and/or death.

The crisis response team, the Principal or his designee will determine appropriate procedures for informing the school community of a death by suicide and the supports that will be offered. Staff and students who need immediate attention following a death by suicide will be provided support and resources as determined necessary.

Suicide Prevention and Response Protocol Education for Staff

All ARCH employees will receive information annually regarding this policy and school's protocol for suicide awareness, prevention and response. The importance of suicide prevention, recognition of suicide protective and risk factors, strategies to strengthen school connectedness and building specific response procedures will be highlighted.

Such information may include the following:

1. Current trends in youth mental health, wellbeing and suicide prevention and awareness
2. Strategies to encourage students to seek help for themselves and other students
3. Warning signs that indicate a student may be at risk of suicide
4. The impact of mental health issues and substance abuse
5. Communication to students regarding concerns about safety and that asking for help can save a life
6. Understanding limitations and boundaries for giving help and techniques to practice self-care
7. Identification of key school personnel who are comfortable, confident and competent to help students at risk of escalated distress and suicide

All ARCH staff will participate in professional development regarding suicide awareness and prevention.

Suicide Prevention Education for Students

Students will receive age appropriate information and instruction on suicide awareness and prevention. Information and instruction may be offered in health education, by the counseling staff or in other curricula as may be appropriate.

Student education may include the following:

1. Information about mental health, well-being and suicide prevention and awareness
2. Promotion of a climate that encourages peer referral and which emphasizes school

connectedness

3. Recognition of the signs that they or peers are at risk for suicide
4. Identification of issues that may lead to suicide including depression, anxiety, anger, and drug/alcohol dependency
5. Directive to not make promises of confidence when they are concerned about peer suicide
6. Identification of a trusted adult at school with whom students can discuss concerns about suicide

Publication of Policy

Arch will notify employees, students and parents of this policy and will discuss this policy during employee training.

Approved: August 27, 2019

Operations: 3220

Title: Reading Instruction

The ARCH Community 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.

Approved: April 18, 2017

**Title: Human Sexuality and
Sexually Transmitted Diseases
Instruction**

Any course materials and instruction at The ARCH Community School (ARCH) 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; and,

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

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

ARCH 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;
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.

Approved: April 18, 2017

Operations: 3240

Title: Textbooks

The ARCH Community School (ARCH) 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.

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.

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.

Approved: April 18, 2017

Operations: 3250

Title: School Admissions

The ARCH Community School (ARCH) shall enroll only students permitted by state statutes or Missouri Department of Elementary and Secondary Education regulations. ARCH 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.

If the capacity of ARCH is insufficient to enroll all students who submit an application during the open enrollment period, established no later than March of each year, ARCH will use a lottery admissions process in order to assure all applicants an equal chance of gaining admission.

Approved: April 18, 2017

Operations: 3260

Title: Student Fees

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

Students may be charged fees or admission for participation in activities, which are voluntary, such as attendance at school athletic, or other co-curricular events

Approved: April 18, 2017

Operations: 3270

Title: Student Records

The ARCH Community School (ARCH) complies 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 ARCH 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.

All information contained in a student's educational record, except information designated as directory information by ARCH, 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, ARCH 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.

Approved: April 18, 2017

Title: Volunteers and Chaperones

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

Chaperone/Volunteer Duties and Responsibilities.

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

School staff shall maintain a list of all chaperones/volunteers 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 ARCH students.

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

School staff is responsible for taking roll of students prior to departure from any location, every time the group reconvenes, and periodically throughout the course of trip to ensure all students are present. School staff may not delegate this responsibility to a chaperone or any other person.

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

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

Chaperones/volunteers may not bring siblings of their child who is attending school or the trip.

Chaperones/volunteers may not leave the group or venue at any time during the course of a fieldtrip from departure from the school to arrival at the school after the trip.

Chaperones/volunteers and ARCH staff are expected to participate in all activities planned as part of a field trip itinerary.

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

Chaperones/volunteers should ensure that all students remain seated on the bus and monitor student behavior on the bus. Students are expected to be quiet while in heavy traffic, when exiting/entering the interstate, or when crossing a railroad track.

Students should be escorted into and out of public bathrooms. At no time should any student, even a child of a chaperone, be left unattended in a bathroom.

Students should never be left unattended by an adult.

Students should remain with their specific chaperone/volunteer unless authorized by a ARCH staff member.

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

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

Approved: April 18, 2017

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**Title: Acceptable Use of
Technology**

Internet Use and Safety

The ARCH Community School (ARCH) recognizes that computers and the Internet have educational purpose when used properly. ARCH will take all measures necessary to provide individual users, both students, staff 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 ARCH 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, ARCH cannot guarantee the Internet and computer environment for its students. ARCH does comply with the Children's Internet Protection Act (CIPA) and uses available filtering software. Required.

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

Staff Responsibilities for Use of Technology

ARCH staff will:

- 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; and,
- Supervise student Internet and computer usage.

Student Responsibilities for Use of Technology

ARCH students will:

- 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; and,
- Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.

Network User Responsibilities

The following include but are not limited to ARCH students and staff responsibilities for using its computers and network:

- Use of ARCH'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 ARCH technology resources by following this policy and maintaining secrecy of all passwords. All known breaches of security must be reported to the school leader or authorized school leader.
- 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.

Unacceptable Uses Include, but are not limited to:

- Providing unauthorized or inappropriate access to ARCH 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.
 - Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
 - Knowingly wasting technology resources.
 - Physical abuse of the equipment.
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- 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.

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 ARCH's Internet Use Agreement. No child will be allowed to operate a computer to access the Internet without direct adult supervision.

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

Approved: April 18, 2017

Operations: 3300

Title: Drug-Free Schools

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

ARCH 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.

ARCH 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. ARCH conducts a biennial review of such programs(s) to determine its effectiveness, to implement necessary changes and to ensure that the disciplinary sanctions are consistently enforced.

Approved: April 18, 2017

Title: Student Conduct

Introduction

The ARCH Community School (ARCH) has the authority to control student conduct that is prejudicial to good order, maintaining discipline, or the carrying out of the pedagogical mission of the schools as provided by state law. School officials are authorized to hold students accountable for misconduct in school, on school property, during school-sponsored activities and for conduct away from school or in non-school activities that affect school discipline. Students may forfeit their right to a public education by engaging in conduct prohibited by School policy. Disciplinary consequences include, but are not limited to, withdrawal of school privileges (athletics, intramurals, student clubs and activities, and school social events); removal for up to ten (10) school days by the Principal; and long-term suspension by the Principal/designee or expulsion from school by the Board.

Standards of Student Conduct

- All students attending ARCH are expected to display the highest standards of behavior. Students are encouraged and taught to:
- Exercise self-control;
- Demonstrate a positive attitude;
- Respect the rights and feelings of others;
- Take responsibility for school property; and
- Support the learning process.

Supervision of Students

All school personnel responsible for the care and supervision of students are authorized to hold every student strictly accountable for any disorderly conduct in school or on any property of the school, on any school bus going to or returning from school or in any vehicle when that vehicle is used to transport students for the school during school-sponsored activities or during intermission or recess periods.

Scope of Authority

The provisions of the Discipline Guidelines apply in all situations in which students are involved, including:

- Activities on school property;
- Travel on school buses or in any vehicle when that vehicle is used to transport students for the School;
- Off-site school sponsored activities;
- While walking to or from school, waiting for school-provided transportation or waiting for or riding on public transportation to and from school, if the student's conduct is the result or cause of disruptive behavior on school grounds; and

- Acts of behavior, which occurs off school property and poses a threat to the safety of students and faculty or disrupts the learning environment.

Off-campus misconduct that is not school-related and adversely affects the educational climate or materially disrupts the education process will also be subject to school-related disciplinary consequences (i.e., long-term suspension and/or expulsion).

In addition, the school will seek restitution in all instances where School property is damaged, destroyed, or stolen.

Student Accountability

All students attending school will be expected to accept the obligation and responsibility to attend school on a regular basis and to comply with ARCH's Discipline Guidelines and Policies. Those students who choose not to fulfill their responsibilities at school will be held accountable for their conduct. Consequences for individual acts of misconduct are calculated to discipline the student, to deter future misconduct, and to provide a safe and positive environment in which students can maximize their learning potential. Students who engage in significant acts of misconduct off campus, which materially and adversely disrupts the education of school students, will be subject to discipline up to and including expulsion.

Student's Responsibility for Items in Their Possession

Students are responsible for any contraband found in their possession. Contraband is defined as drugs, weapons, alcohol and/or other materials deemed illegal or unauthorized under Missouri and federal law, School Board policy, or the Discipline Guidelines and Policies. For purposes of the Discipline Guidelines and Policies, items are deemed to be within a student's possession if the items are found in any of the following places: student's clothing (i.e., pockets, jackets, shoes, socks, etc.), student's purse/book bag, student's desk, student's locker, and/or student's automobile located on school property.

It is each student's responsibility to check his/her person and personal belongings for possible contraband before entering school property, any school bus going to or returning from school or any vehicle when that vehicle is used to transport students for the school and school sponsored activities. Students may not possess, carry, or use radios, iPods, MP3 players, compact disc players, pagers, laser pointing devices, portable gaming systems, or other electronic devices in school or on school premises.

Violations of this policy will be handled by appropriate school personnel. The device may only be retrieved, in person, by a parent or legal guardian.

Prohibition Against Bullying (Including Cyber Bullying)

Any form of bullying or intimidation by students toward School personnel or students on school grounds, at a school sponsored activity, or in a school-related context is strictly prohibited.

Bullying is defined as intentional action by an individual or group of individuals to inflict physical, emotional, or mental suffering on another individual or group of individuals.

Bullying occurs when a student:

- Communicates with another by any means including, but not limited to: face-to-face, telephone, writing, electronic communications, or Internet postings with the intention to intimidate or inflict physical, emotional, or mental harm without legitimate purpose, or
- Physically contacts another person with the intent to intimidate or to inflict physical, emotional, or mental harm.

Notice Provisions, Requirements, and Definitions Under the Missouri Safe Schools Act

By State law, school administrators are required to report acts of school violence to teachers and other School personnel with a need to know. School personnel with a “need to know” refers to school personnel who are directly responsible for the student’s education or otherwise interacts with the student on a professional basis while acting within the scope of their assigned duties. School administrators will report to the appropriate law enforcement agency, as soon as possible, any of the following felonies or any act which, if committed by an adult, would be one of the following felonies if committed on school property, including, but not limited to, actions on any school bus in service on behalf of the School or while involved in school activities:

- First Degree Murder under 565.020, RSMo.;
- Second Degree Murder under 565.021, RSMo.;
- Kidnapping under 565.110, RSMo.;
- First Degree Assault under 565.050, RSMo.;
- Forcible Rape under 566.030, RSMo.;
- Forcible Sodomy under 566.060, RSMo.;
- Burglary in the First Degree under 569.160, RSMo.;
- Burglary in the Second Degree under 569.170, RSMo.;
- Robbery in the First Degree under 569.020, RSMo.;
- Distribution of Drugs under 195.211, RSMo.;
- Distribution of Drugs to a Minor under 195.212, RSMo.;
- Arson in the First Degree under 569.040, RSMo.;
- Voluntary Manslaughter under 565.023, RSMo.;
- Involuntary Manslaughter under 565.024, RSMo.;
- Second Degree Assault under 565.060, RSMo.;
- Sexual Assault under 566.040, RSMo.;
- Felonious Restraint under 565.120, RSMo.;
- Property Damage in the First Degree under 569.100, RSMo.;
- Possession of a Weapon under 571, RSMo.;
- Child Molestation in the First Degree under 566.067, RSMo.;
- Deviate Sexual Assault under 566.070 RSMo.;
- Sexual Misconduct Involving a Child under 566.083 RSMo.; and/or
- Sexual Abuse under 566.100 RSMo.

The appropriate law enforcement agency will be notified in all situations where a student’s conduct violates state law or municipal ordinances. The School will fully cooperate in any investigation and encourages personnel to prosecute students who are involved in conduct that causes physical harm to them.

In addition, if the School is notified by the juvenile officer that a petition has been filed alleging that a student has committed a serious offense against persons or property, teachers and other School personnel with a need to know will be notified of that information. Any information regarding serious offenses will be kept confidential and will only be used for the limited purposes of assuring that good order and discipline are maintained in the school. This information may not be used as the sole basis for not providing educational services to a student. If a student's Individualized Education Plan (IEP) includes an indication that the student's condition includes violent behavior or a behavior disorder that information will be provided to teachers and other School personnel with a need to know.

I. Mandatory Discipline for Certain Weapons Violations

If a student is determined to have brought any of the following weapons to school or upon school property in violation of this and other School policies, the student shall be suspended for a period of not less than one (1) calendar year or recommended for expulsion, except that the Principal may modify such suspension or recommendation for expulsion on a case-by-case basis: firearm, blackjack, concealable firearm, explosive weapon, firearm silencer, gas gun, knife, brass knuckles, machine gun, projectile weapon, rifle, shot gun, spring gun or switchblade knife. For purposes of this section, a "knife" means a dagger, dirk, stiletto, or bladed-hand instrument that is readily capable of inflicting serious physical injury or death by cutting or stabbing a person. In determining whether a student will be subject to a mandatory one (1) year suspension, a "knife" shall not include any ordinary pocketknife with a blade of four inches in length or less. However, an ordinary pocketknife with a blade of any length is a "weapon" as that term is used in this and other School policies and the possession, sale, use or transfer of a pocketknife on school property will subject a student to disciplinary action, including, but not limited to, suspension and/or expulsion.

II. Serious Violations of the School's Discipline Policy

All Class III and IV Offenses of the Discipline Guidelines and Policies are considered serious violations of the School's Discipline Policy.

III. Violent Acts

Pursuant to the Safe Schools Act, the phrase "act of school violence" or "violent behavior" means the exertion of physical force by a student with the intent to do serious physical injury to another person while on school property, including a school bus in service on behalf of the School or while involved in school activities. "Serious physical injury" is physical injury that creates a substantial risk of death or that causes serious disfigurement or protracted loss or impairment of the function of any part of the body. For example, assaulting a student, teacher or any other employee of the School and third degree assaults are considered violent acts.

IV. Corporal Punishment

Corporal punishment means any act of physical force upon a student for the purpose of punishment. No person employed by or volunteering on behalf of ARCH shall administer or cause to be administered corporal punishment upon a student. A staff member may, however use reasonable physical force against a student without advance notice to the Principal if it is essential for self-defense, the preservation of order, or for the protection of other persons or the property of the School.

Discipline Rubric

ARCH has developed discipline guidelines and a rubric that identifies inappropriate and unacceptable behaviors and the corresponding consequences for engaging in these behaviors. The rubric is designed as a guide for ARCH administrators. Additional information regarding specific disruptive and inappropriate behaviors, behavior intervention strategies, and discipline consequences specific to a certain grade level are available from the Principal. Consequences may be modified to developmentally appropriate levels on a student-by-student basis.

Class I Offenses

1. Defiance of Authority – A student’s refusal to comply with a reasonable request from school personnel or outside volunteers, or disobeying any general classroom and/or school rule/expectation. Blatant behavior becomes a second office referral.
2. Academic Dishonesty – Cheating on tests, copying assignments or papers, signing parent/guardian or teacher’s signature on a document. Consequences in addition to consequences listed below: zero score on specific assignment by the teacher and a mandatory parent conference.
3. Possession, Exhibition, and/or Distribution of Obscene Literature or Material - Possessing, exhibiting, or distributing materials that offend common decency or morals.
4. Disruptive Behavior in the Classroom, School or During School Activity - Intentional acts or conducts in the classroom or in the school building or upon school grounds, which disrupt the education process. In addition, students are prohibited from bringing disruptive items to school such as, but not limited to, toys, trading cards, large amounts of money, beepers, cellular phones, radios, televisions, iPods, MP3 players, computer games, or other personal audio and electronic equipment. Any item brought to school that is not school related will be confiscated by school personnel and will be turned over to a school Administrator. The Administrator will determine when confiscated items will be returned to the student and/or parent/guardian.
5. Misuse of Computer - Any misuse of inappropriate computer and/or network practices. Computer privileges will be automatically suspended, in addition to consequences listed.
6. Tardiness – Any unexcused lateness to class beyond the scheduled time that the class begins.
1st Occurrence
2nd Occurrence
3rd Occurrence
7. Conspiracy to Commit a Class I Offense - An agreement and/or concerted effort by two or more persons to commit a Class I Offense.

Class I Consequences

1st Occurrence K-5th

Teacher Options w/in the Classroom: Principal Conference, and/or Character Service

2nd Occurrence K-5th

Principal Conference, 1-5 day Out-of-School Suspension, and/or Character Service

3rd Occurrence K-5th

Recovery Room, 1-10 day Out-of-School Suspension, and Character Service

If “Teacher Options within the Classroom” are imposed on the first occurrence, students will receive any of the remaining “1st Occurrence” consequences if he or she is referred to the Principal’s office for not correcting misconduct.

Class II Offenses

1. Use of Abusive, Obscene, Offensive or Profane Language and/or Gestures - The use of any language, acts, unwelcome remarks or expressions, names or slurs or any other behavior including obscene gestures which is offensive to modesty or decency. Any slurs, innuendos, or other verbal or physical conduct reflecting on an individual’s gender, race, color, religion, ethnic or natural origin, sexual orientation, or disability, which has the purpose or effect of creating an intimidating, hostile or offensive educational environment. Consequences may also include referral to law enforcement authorities.
2. Gambling - Participation in games of chance for money and/or other things of value.
3. Possession of Cigarette Lighters and/or Matches - The use or possession of a cigarette lighter, matches, or other device that can be utilized to start a fire, while not in the possession of cigarettes or tobacco products.
4. Unauthorized Entry -Allowing or assisting any individual(s) to enter the school or grounds other than through designated entrances and with approval of school personnel.
5. Dangerous Behavior - Behaving in such a way that could cause injury to a student, teacher, or other staff member (e.g., running in the building, horse playing, wrestling, inappropriate use of equipment or materials, etc.).
6. Truancy - Any intentional unauthorized absence from compulsory schooling. These are absences caused by students of their own free will, and does not refer to legitimate “excused” absences, such as ones related to a medical condition as communicated by a parent/guardian to school officials.
7. Conspiracy to Commit a Class II Offense - An agreement and/or concerted effort by two or more persons to commit a Class II Offense.

Class II Consequences

1st Office Referral K-5th

Teacher options w/in the classroom: Principal Conference, Recovery Room, 1-3 day Out-of-School Suspension, and/or Character Service

2nd Office Referral K-5th

Principal Conference, Recovery Room, 1-5 day Out-of-School Suspension, and/or Character Service

3rd Office Referral K-5th

Recovery Room, 5-10 day Out-of-School Suspension, Character Service

If “Teacher Options within the Classroom” are imposed on the first occurrence, students will receive any of the remaining “1st Occurrence” consequences if he or she is referred to the Principal’s office for not correcting misconduct.

Class III Offenses

1. Stealing - Taking something that does not belong to you. Knowingly receiving stolen property or possession of stolen property is included in this offense.
2. Vandalism - Willful or malicious damage to any school building or property, or damage to the property of an employee or another student. This includes damage to neighborhood property when on a field trip or on any school activity away from the school.

3. Extortion - Obtaining money, other articles of value, or information from someone by coercion or intimidation.
4. Possession and/or Use of Tobacco - The use or possession of tobacco or tobacco products by students in the school building, on school grounds, and at school-sponsored activities is prohibited by law.
5. Inciting to Fight and/or Contributing to a Disruptive Situation - A student provoking another student with the intentional purpose of disrupting any school function or classroom. This offense includes, but is not limited to verbal or physical harassment. Consequences may also include referral to law enforcement authorities and/or long-term suspension (11-180 school days) or expulsion.
6. Bullying - Any ongoing bullying activity as defined by ARCH policies.
7. Possession and/or Use of a Simulated Weapon - The possession, concealment, or display of a simulated weapon including, but not limited to, toy guns and/or cap guns.
8. Chronic Misconduct – The combination of more than four (4) office referrals for Class I and/or Class II Offenses during an academic school year.
9. Conspiracy to Commit a Class III Offense - An agreement and/or concerted effort by two or more persons to commit a Class III Offense.

Class III Consequences

1st Occurrence K-5th

Parent Conference, 1-3 day Out-of-School Suspension, and/or Character Service

2nd Occurrence K-5th

Parent Conference, 3-5 day Out-of-School suspension, Character Service, and Possible Referral for Hearing

3rd Occurrence K-5th

Parent Conference, 5-10 day Out-of-School suspension, Character Service, and Possible Referral for Hearing

Class IV Offenses

1. Possession of Identifiable Drug Paraphernalia - Possession of items used to pack, weigh, store, or contain a controlled substance at school, on school property, or during ANY school activity. In all instances, the item(s) will be confiscated.
2. Alcohol/Drug Possession and/or Consumption - Possession of, or using controlled substances at school, on school property, or during ANY school activity. In all instances, the items will be confiscated from the students and turned over to local law enforcement agencies. In no case will the student be allowed to attend school or classes under the influence of drugs or alcohol. See further explanation in “Alcohol and Other Drug Violations” under “DISCIPLINARY SITUATIONS REQUIRING CORRECTIVE MEASURES.”
3. Possession and/or Use of Toxic Substances -Use of intoxicants, which cause a loss of control or inebriation (e.g., glue, solvent, etc.) at school, on school property, or during ANY school activity.
4. Possession of drugs with intent to Sell/Distribute - The possession of a controlled substance that by virtue of the quantity, packaging or other circumstances demonstrates intent or effort to sell or distribute at school, on school property, or during ANY school activity.
5. Possession of Non-Controlled and Controlled Substances - All controlled (prescription medication) and non-controlled substances (over the counter medicine) must be turned

into the school office prior to the start of a school day. Parents/ guardians must complete and turn in to the office a form requesting administration of medication by school personnel. Students may not self-administer any medications including cough drops. Possession, distribution, attempt to distribute, or possession with intent to distribute a non-controlled or controlled substance will merit consequences. Consequences may also include referral to law enforcement authorities and/or long-term suspension (11-180 school days) or expulsion.

6. Distribution and/or Purchase of Non-Controlled or Controlled Substance (as explained on the previous page) – The St. Louis City Police Department will be notified and informed of the offense. The Principal will follow their recommendations for further action.
7. Threatening Another Student or School Personnel - Verbal or physical threat to do violence to another student or school personnel.
8. Fighting – Mutual combat in which both parties have contributed to the conflict, either verbally or by physical action.
9. Assault of Another Student or School Personnel - A student’s participation in any actual act or intentional touching or striking of another student or school personnel causing physical harm, or an attempt to do the same or placing a person in apprehension of immediate physical injury. Note: This offense includes, but is not limited to, biting, spitting, kicking, stepping on, stabbing/slashing, pushing/throwing students against a locker, wall, or to the ground, cutting another student’s hair, and/or urinating on another student.
10. Sexual Harassment - Actual or simulated conduct for the purpose of sexual stimulation, including but not limited to, fondling, touching, indecent exposure, or the engagement in any heterosexual or homosexual act or depiction at school, on school property, or during ANY school activity. Sexual jokes or comments, requests for sexual favors, and other unwelcome verbal conduct of a sexual nature on school property, during school functions, or at school-sponsored activities are prohibited.
11. Sexual Misconduct - An actual and intentional touching or fondling, which would constitute sexual contact. This offense also includes any heterosexual or homosexual act. A student’s consent or voluntary participation in any sexual act or form of sexual misconduct is irrelevant, and all students found to have engaged in sexual misconduct will receive the same consequences.
12. Possession, Use, and/or Sale of Explosives - The carrying, concealing, use, sale of a bomb, dynamite, or other deadly explosives including fireworks. An explosive is defined as any explosive, incendiary, or bomb or similar device designed or adapted for the purpose of causing death, serious physical injury, or substantial property damage; or any device designed or adapted for delivering or shooting a weapon (e.g., fireworks, gas bombs, smoke bombs, stink bombs, fire bombs, etc.).
13. Possession and/or Use of a Firearm - Possession and/or use of a firearm or gun of any kind that can be used to injure someone or place someone in fear or apprehension of bodily harm.

In compliance with the “Gun Free Schools Act” (Federal) and 160.261 RSMo.: Any student who is determined to have brought a weapon (as defined in this subparagraph) to school in violation of this policy shall be suspended for a period of not less than one (1) year or expelled and will be referred to the appropriate legal authorities. The Principal may modify such suspension on a case by case basis. For the purpose of this subparagraph the term “weapon” shall mean a “firearm” as defined under 18 U.S.C. 921:

- Any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive or other propellant;
 - The frame or receiver of any weapon described above;
 - Any firearm muffler or firearm silencer;
 - Any explosive; incendiary, or poison gas;
 - Any combination of parts either designed or intended for use in converting any device into any destructive device described above, and from which a destructive device may readily be assembled.
14. Possession and/or Use of Weapon Other than a Firearm - Possession and/or use of an instrument, device, or projectile that could reasonably be used to attack or defend against another person; or any instrument or device that could reasonably be used to threaten, intimidate, or inflict physical injury or harm to another person. A weapon may include but is not limited to the following:
- Knife (e.g., pocket, pen, anything with a blade.)
 - Projectile weapon (e.g., pellet gun, BB gun, slingshot, bow, crossbow, etc.)
 - Blackjack
 - Brass knuckles
 - Pepper spray
 - Mace
 - Laser pointer
 - Normal school supplies, household items, or other materials (e.g., scissors, nail file, chains, etc.), which are used for attack, defense, to threaten, intimidate, or inflict physical injury or harm to another person.
15. False Alarms - Pulling a fire alarm when there is no fire or smoke and/or making false bomb reports or intentionally dialing 911.
16. Arson - Starting a fire or causing an explosion with the intent to damage the personal property and/or buildings (e.g., setting papers/books on fire, placing lighted matches or burning paper in trash container, exploding fireworks/bombs, setting property or buildings on fire, etc.).
17. Conspiracy to Commit a Class IV Offense - An agreement and/or concerted effort by two or more persons to commit a Class IV Offense.

Class IV Consequences

1st Occurrence K-5th

Parent Conference, 5-10 day Out-of-School suspension, Character Service, and Referral to law enforcement (if applicable)

2nd Occurrence K-5th

Parent Conference, 10-day Out-of-School suspension, Character Service, Possible Referral for Hearing, and Referral to law enforcement (if applicable)

Explanation of Consequences

Principal Conference

The Principal will meet with the parent/guardian to discuss particular student offenses and to develop a plan of action to prevent future occurrences. The Principal's decision shall be final unless overturned through the appeal process (explained below).

Detention

After notice to the parents/guardians and approval of the building administrator, a student may be temporarily detained beyond the length of the regular school day or during regularly scheduled recesses or breaks. Failure to serve a detention will result in further disciplinary action, which may include an out-of-school suspension.

Expulsion

The exclusion from school for more than one hundred eighty (180) school days. The Board must approve the student's readmission into ARCH.

Hearing

An administrative proceeding with the Principal (or his/her designee) to determine additional consequences for student's commission of Class III and Class IV Offenses.

In-School Suspension

The interruption of classroom attendance and separation from regular school participation by official directive from the building administrator or the designated representative for a period of time not to exceed five (5) consecutive days for each offense. This does not include placing the student in another regular classroom.

Long-term Suspension

The exclusion from school for a period of eleven (11) to one hundred eighty (180) school days. A long-term suspension always follows an Out-of-School suspension.

Out-of-School Suspension

Removal of a student from school by the Principal or his/her designee for a period of time not to exceed ten (10) consecutive school days for each offense. Parents/guardians will be notified prior to imposition of suspension. The student will not be allowed to attend school or school-sponsored activities or come upon school premises during the suspension period.

Probation

After notice to, or a conference with, the student and parents/guardians, a student may be placed on probation and required to meet certain standards in specific areas (i.e., academics, attendance, and/or behavior) where adjustment must be shown and maintained for continued placement. Probation may last until the end of the marking period or the end of school year.

Restitution

After notice to, or a conference with the student and parents/guardians, a student may be required to repair, restore, replace, or pay for damaged, vandalized, lost, or stolen school property.

Restitution can also include an assignment of work or responsibilities on school premises that are given and served as consequences for violation of the standard of behavior. Responsibilities may include, but are not limited to, removing writing from walls, picking up paper from floors and school grounds, sweeping floors, dusting erasers, washing chalkboards, grounds keeping, etc. A

student, who is performing restitution, must be supervised by a member of the school staff. Transportation will be the sole responsibility of the parents/guardians.

Suspension of Computer Privileges or Forfeiture of Access to Computer

Any student found responsible for misuse or inappropriate network practices may have access privileges suspended for a specific period. This will preclude students from having access to the School Mainframe, Internet or any other network services.

Procedures for Suspensions and Expulsions

I. Out-of-School Suspension (10 School Days or Less)

Principals or her designees, subject to the appropriate due process procedures and state statutes, may summarily suspend any student for up to ten (10) school days for violation of the Discipline Guidelines and Policies. Any suspension shall be immediately reported to the Principal. The Principal, or her designee, may revoke the suspension at any time. Prior to imposing the suspension, the Principal or his/her designee must follow the following procedures:

1. Determine whether the student is a special needs student. The student is a special needs student if any of the following are present:
 - Student has an IEP;
 - Student has a Section 504 Plan or request;
 - Student is in the process of being evaluated for a disability; or
 - Student has not yet been identified as having a disability.If the student is not a special needs student, the Principal or his/her designee should proceed as discussed below.
2. Inform the student, verbally or in writing, of the charges against him/her and give him/her the opportunity to admit or deny the allegations.
3. If the student denies the charges, he/she must be given an explanation of the facts as known to school personnel and an opportunity to present his/her version of the incident before any consequences are imposed.
4. If he/she deems it necessary, the Principal or his/her designee may conduct a further investigation into the matter before imposing a disciplinary suspension.
5. The suspended student's parent, or legal guardian, shall be notified of the suspension within twenty-four (24) hours of the decision, which starts the seven (7) day appeal period.

For purposes of this Policy, the Principal may designate other staff to act on the Principal's behalf, subject to the Principal's supervision. In some cases, the Principal may choose to shorten the length of suspension after a parent conference or if another satisfactory solution to the problem is agreed upon. In such cases, the teacher involved in the offense resulting in suspension will be consulted.

Emergency Suspension

Any student who poses a continuing danger to persons or property or is an ongoing threat of disruption may be removed from school immediately. The notice of charges, explanation of facts and a student's opportunity to present his/her version of the facts shall be provided as soon as practicable thereafter. The Principal or his/her designee authorizing the emergency suspension shall make reasonable efforts to inform a parent/guardian of the student as soon as possible thereafter. A student subjected to emergency suspension shall not be removed from School until adequate provisions have been made for the student's transportation and safety.

II. Long-term Suspensions (11-180 School Days)

The Principal, or his/her designee, may suspend students from school for a period of eleven (11) to one hundred eighty (180) days after the student and his/her parents/guardians have been afforded a disciplinary conference. The Principal shall make known publically the regulations setting out procedures for the hearing. For purposes of this policy, the Principal may designate an administrator to act on the Principal's behalf, subject to the Principal's supervision. During the conference, the student is subject to the following Due Process safeguards:

1. The student shall be given oral or written notice of the charges against him/her.
2. If the student denies the charges, he/she shall be given an oral or written explanation of the facts, which form the basis for the proposed suspension.
3. The student shall be given an opportunity to present his/her version of the incident before any consequences are imposed. A student has the right to bring forward witnesses on his/her behalf.
4. Prompt notification will be given to the student's parents/guardians of the administrator's actions, the reasons for such action and the right to a hearing before the Board of Directors.
5. Students do not have the right to be represented by legal counsel at a disciplinary conference; however, a parent or legal guardian may be present.

This notice shall be provided at the conclusion of the hearing or made by certified mail, addressed to the student's parents/guardians at their last address shown in school records.

Right to Appeal

Parents/guardians may appeal the decision of the Principal (or his/her designee). The appeal must be in writing and filed with the Principal within seven (7) calendar days of notice of the suspension. Failure to file a written appeal within the specified time will constitute a waiver of the right to an appeal.

If the student gives notice that he/she wishes to appeal the long-term suspension to the Board of Directors, the suspension shall be stayed until the Board of Directors renders its decision, unless the Principal determines that the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, in which case the student may be immediately removed from school and the notice and hearing shall follow as soon as is practicable (167.171(4), RSMo.).

In the event of an appeal, the Principal shall promptly transmit to the Board of Directors a full written report of the facts relating to the long-term suspension, the action taken by the Principal and the reasons therefore.

III. Expulsions

The Board of Directors is the only governing body within the School, that may expel a student for conduct prejudicial to good order and discipline in the schools or that tends to impair the morale and good conduct of the students. Prior to expelling a student, the parents/guardians must be given notice and a hearing before the Board of Directors. The parents/guardians, or student if eighteen years or older, may waive the expulsion hearing. However, the Board of Directors must make a good faith effort to notify parents/guardians. In all Board of Directors' hearings for expulsions and/or appeals of long-term suspensions, the following procedures will be adhered to:

1. The parents/guardians will be notified in writing of:
 - a) The charges against the student;
 - b) Their right to a Board of Directors hearing;
 - c) The date, time and place of the hearing;
 - d) Their right to counsel; and
 - e) Their procedural right to call witnesses enters exhibits and cross-examines adverse witnesses.All such notifications will be addressed to the student's parents/guardians and mailed by certified mail and regular mail to the student's parents/ guardians at the last address shown on student records.
2. Prior to the Board of Directors' hearing, the student and the student's parents/guardians will be advised of the identity of the witnesses to be called by the Principal and advised of the nature of their testimony. In addition, the student and student's parents/guardians will be provided with copies of the documents to be introduced at the hearing by the Principal.
3. The hearings will be closed unless specified by the Board of Directors. The hearing will be open only with parental consent. At the hearing, the Principal or counsel for the Principal will present the charges and testimony and evidence to support such charges. The student, his/her parents/guardians or their counsel shall have the right to present witnesses, introduce exhibits and to cross-examine witnesses called in support of the charges.
4. At the conclusion of the hearing, the Board of Directors shall deliberate in executive session and shall render a decision to dismiss the charges, suspend the student for a specified period or expel the student from the School. The Principal or its counsel, by direction of the Board of Directors, shall promptly prepare and transmit to the parents/guardians written notice of the decision. Written notice of the decision will also be submitted to the Principal.

During any period of suspension (i.e., short and long-term) or expulsion, students are prohibited from being on school property at all times. In addition, students are prohibited from attending and/or participating in any School-sponsored activities on or off school property. Further, students on suspension for any of the offenses listed under School policy or state law shall have as a condition of his/her suspension the requirement that the student is not allowed, while on suspension, to be within one thousand (1,000) feet of ARCH unless the student:

- Is under the direct supervision of his/her parent/guardian;

- Is under the direct supervision of another adult designated by the student's parent/guardian, in advance, in writing, to the Principal of the school which suspended him/her;
- Is in an alternative school that is located within one thousand (1,000) feet of a school in the School where the student attended school; or
- Resides within one thousand (1,000) feet of ARCH, in which case he/she may be on the property of his/her residence without direct adult supervision.

Any student violating the condition of suspension required pursuant to this section may be subject to expulsion or further suspension pursuant to School policy. In making such determination, the School shall consider whether the student poses a threat to the safety of any student or school employee and whether the student's unsupervised presence within one thousand (1,000) feet of the school is disruptive of the school's disciplinary policy. Removal of any student with a disability is subject to state and federal procedural rights.

Note: Students with special needs (i.e., disabilities, IEPs or Section 504 Plans) must be disciplined in accordance with federal and state law, as well as school policy.

Due process procedures applicable to removal, suspension, or expulsion of students from public schools under state law shall be afforded to qualified students in accordance with Board of Directors policy on Student Suspension and Expulsion. For a copy of those policies and procedures, contact your child's Special Education Case Manager.

Parent/Guardian and Student Acknowledgement

ARCH expects all parents/guardians and students to read and understand the Parent and Student Handbook and the Discipline Guidelines (collectively, the "Handbook") and to follow the rules and regulations set forth in the Handbook.

Approved: April 18, 2017

Operations: 3320

Title: Threats of Violence

The ARCH Community School will 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.

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

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

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

Whenever the Principal feels that it is necessary to contact outside officials to respond to a threat appropriately, the Principal should report also incident to the Board Chair in a timely manner.

Approved: April 18, 2017

Operations: 3330

Title: Weapons at School

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

Student participation in school sanctioned gun safety courses, student military or ROTC courses, or other school sponsored firearm related events does not constitute a violation of this policy, provided the student does not carry a firearm or other weapon into any school, school bus, or onto the premises of any other activity sponsored or sanctioned by school officials. In addition, persons passing through ARCH facilities 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.

Approved: April 18, 2017

Operations: 3340

Title: Student Safety

Student victims of a violent criminal offense that was committed on the premises of The ARCH Community School may transfer to another school. To insure awareness of this policy, the parents of student victims will be notified in writing of their right to a school transfer.

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

ARCH 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.

Approved: April 18, 2017

Operations: 3350

**Title: Instruction for At-Risk
Students**

The ARCH Community School shall meet all federal and state requirements for identifying and providing services to educationally at-risk students.

At-risk students are those whose educational outcomes are in jeopardy because they are experiencing academic deficits, have become disaffected with school and learning, or impacted by other factors which impede education and social development.

Approved: April 18, 2017

Operations: 3360

Title: Active Shooter Training and Drills

A the discretion of school administration, The ARCH Community School (ARCH) 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.

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

1. Allowing School personnel to respond to the simulated emergency in whatever way they have been trained or informed; and
2. Allowing School personnel to attempt and implement new methods of responding to the simulated emergency based upon previously used unsuccessful methods of response.

All instructors for the program shall be certified by the department of public safety's peace officers standards training commission.

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

Approved: April 18, 2017

Title: Wellness Education

The ARCH Community School (ARCH) is committed to contributing to the good health and total wellness of its students by conducting food service and physical/health education programs which promote positive dietary and lifestyle practices. The programs are an integrated part of the total learning environment and curriculum, and are designed to maximize student well-being and academic achievement. All staff members are encouraged to take advantage of opportunities to incorporate sound nutrition concepts and physical fitness activities into their curriculum.

Involvement in policy development and modification

ARCH will periodically involve parents, students, community members, food service personnel, school administrators and Board members by asking them for their help, expertise and responses regarding the development, implementation, evaluation and modification of the wellness policy.

Goals for nutrition education, physical activity and other student wellness activities

Goals of ARCH's wellness program are to:

1. Help students acquire knowledge and awareness and develop behavior which contributes positively to lifelong wellness.
2. Offer a required physical education curriculum and a co-curricular program which results in frequent exercise and enjoyment, develops a lifelong appreciation for sports, and promotes a lifelong commitment to wellness practices.
3. Enhance academic achievement through better health and school attendance.
4. Integrate wellness and physical activities as ongoing components of the total curriculum.
5. Follow practices and teach curriculum which promotes and shows the way to good student health, including the avoidance and/or reduction of obesity.

Nutrition guidelines

ARCH's nutrition guidelines and practices which govern the food service operation apply to all foods and beverages available on school campuses during the school day, and will meet the nutrition standards established by the U. S. Department of Agriculture (USDA). These standards apply specifically to:

1. National School Lunch Program and School Breakfast Program Meals
2. A la carte offerings in the food service program
3. Vending machines and school stores
4. Classroom parties, celebrations, fundraisers, rewards and school events
5. Snacks served in pre-school and after-school programs.

Physical education and activities

The curriculum and objectives for nutrition and physical/health education, life sciences, and family and consumer sciences are aligned with the Show-Me Standards and Missouri's Frameworks for Curriculum Development in Health/Physical Education.

Monitoring and evaluation

ARCH's administrators of Food Service and Curriculum serve as wellness coordinators and are responsible for

1. Involving the parties indicated above in the curriculum development process.
2. Developing regulations for implementing this policy.
3. Monitoring implementation of the policy.
4. Evaluating success of the policy.
5. Effecting changes to regulations and recommending revision of the policy as required.
6. Reporting results periodically to the Board.

Assurances

ARCH's guidelines for reimbursable school meals will be no less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to the Child Nutrition Act and National School Lunch Act. ARCH's food service and physical/health education programs are also designed to meet other state and federal requirements.

Approved: April 18, 2017

Operations: 3380

Title: Dyslexia

By the 2018-19 school year, The ARCH Community School (ARCH) shall conduct dyslexia screenings for students in the appropriate year consistent with the Department of Elementary and Secondary Education guidelines.

By the 2018-19 school year, the ARCH Board of Directors shall provide reasonable classroom support consistent with the Department of Elementary and Secondary Education guidelines.

By the 2018-19 school year, ARCH 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.

Approved: April 18, 2017

Operations: 3390

Title: English Language Learners (ELL)

Striving to provide equal educational opportunities for all students, The ARCH Community School (ARCH) with support from the Missouri Department of Elementary and Secondary Education (DESE) provides supplementary services to students who are unable to speak, write, read or understand English sufficiently well to participate effectively in School programs and be successful from regular instruction.

Definitions

Language Minority (LM): A student whose linguistic background, such as country of birth or home environment, includes language(s) other than English. LM refers only to a student's language background, not his/her proficiency.

Limited English Proficiency (LEP): A language minority student whose English proficiency in reading, writing, listening or speaking prevents the student from achieving educational success with grade/age level peers.

English Language Learner (ELL): A language minority student with limited English proficiency.

English for Speakers of Other Languages (ESOL): Instruction which may consist of any of the following three components:

1. Structured immersion-instruction by a bilingual teacher in a self-contained classroom
2. Content-based ESOL-instructional assistance in the regular classroom which delivers content in an adapted English format, and/or
3. Pull-out ESOL-periodic removal from the regular classroom for instruction in English.

Language Instruction Education Program

An instructional course in which an ELL child is placed for the purpose of developing and attaining English proficiency while meeting challenging state academic achievement standards as required by law. The program may make instructional use of both English and a child's native language and may include the participation of English proficient children if such course is designed to enable all participating children to become proficient in English and a second language.

The district's coordinator for ELL programs is the Principal.

Procedures for Providing Supplementary Services

1. Identify LM students through the use of a Student Home Language survey. The building administrator is responsible for seeing that all new and currently enrolled students complete the Home Language survey.
2. Administer the state-provided assessment instrument to students who indicate the use of a language other than English to determine which LM students have LEP.
3. Assess the needs of LM students with LEP and determine the appropriate instructional environment and programs for them.
4. Monitor progress of students in LEP programs and assess them annually with the goal of having them succeed in the regular classroom environment with diminishing or discontinued services as soon as they are capable of succeeding without them.
5. Administer state assessments as required by law.

Provide parents with notice of and information regarding the instructional program as required by law. Parental involvement is encouraged and parents are regularly apprised of their child's progress.

Approved: April 18, 2017

Title: English Language Learners

**The ARCH Community School
Student Home Language Survey**

Student's Name:

_____ / _____ / _____

Date: _____

Person Completing Survey: ___Mother ___Father ___Student ___Guardian _____

Other (specify): _____

Circle the best answer to each question as it pertains to the student and provide additional information:

1. Was the first language you learned English? No Yes
2. Can you speak a language other than English? No Yes
3. Is any language other than English used at home? No Yes
4. Which language do you use most often with friends? English Other
5. Which language do you use most often with parents? English Other
6. Which language do you use most often with other relatives? English Other
7. Have you attended school in a country other than the U.S.? No Yes (How long/what grades)
8. Have you attended another school in the United States? No Yes (Where/how long)
9. Have you attended another school in Missouri? No Yes (Where/how long)

Please provide any other related information that would help the school (for example, referral to gifted or special education programs in prior schools, etc.).

Approved: April 18, 2017

Title: Program for Homeless Students

The ARCH Community School (ARCH) recognizes vulnerable and need special assistance to access and benefit from the education environment. Therefore, in accordance with state and federal law, ARCH will attempt to promptly identify homeless students and ensure that they receive access to a free, appropriate public education and related services in the mainstream school environment.

Homeless students are individuals who lack a fixed, regular and adequate night-time residence and include the following:

1. Youth 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, camping grounds, cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or other similar settings due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
2. Youth who have a primary night-time residence which is a public or private place not designated for or ordinarily used as a regular sleeping accommodation.
3. Migratory youth who meet one of the above described circumstances.

Enrollment

The selected school must immediately enroll the homeless student even if the student is unable to produce records normally required for enrollment, such as previous academic records, immunization or other health records, proof of residency, or other documentation, and even if the student has missed application or enrollment deadlines during any period of homelessness. Outstanding fines, fees or absences cannot be used as reasons to deny enrollment of the student. However, the district may require a parent/guardian of a homeless student to submit contact information. Immediately upon identifying the student as being eligible for homeless services, ARCH will make special efforts to ensure that the student is attending class and participating fully in school activities.

Placement

If a homeless child requests admission to ARCH, ARCH will involve the parent in determining whether it is in the best interest of the child to be enrolled in ARCH or to remain in the school of origin. If the youth is unaccompanied by a parent, ARCH will consider the views of the youth in deciding where the youth will be educated, as well as student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health and safety of homeless students, giving priority to the request of homeless student's parent/guardian or the unaccompanied student. The choice regarding placement is not dependent upon whether the youth lives with his/her homeless parents or has been temporarily placed elsewhere.

If ARCH determines that placement should be in the school of origin, the student will continue his/her education in the school of origin for the duration of the homelessness when the student's family becomes homeless between academic years or during an academic year, and for the remainder of the academic year even if the student becomes permanently housed during the

academic year.

If ARCH determines that it is not in the best interest of the student to attend either the school of origin or the school requested by the parent/guardian or unaccompanied student, ARCH must provide a written explanation of the reasons for its determination. The explanation must be given in a manner and form understandable to the parents/ guardians or unaccompanied student and will include information regarding the right to appeal ARCH's determination.

If the student is unaccompanied, ARCH will assist the student in placement or enrollment decisions, will give priority to the view of the student, and will provide the student with notice of his/her right to appeal the district's decision.

School of Origin

"School of origin" is defined as the school that the student attended when permanently housed or the school in which the student was last enrolled, including a public preschool. When the student completes the final grade level served by the school of origin, the term will then include the designated receiving school at the next grade level for all feeder schools.

Services

Each homeless student will be provided services comparable to services offered to other students at ARCH including, but not limited to, transportation services; educational services for which the student is eligible such as educational programs for disadvantaged, disabled, and gifted and talented students, programs in career and technical education; school nutritional programs; and programs for students with limited English proficiency. Homeless students will not be segregated in a separate school or in a separate program within a school based on the students' status as homeless.

ARCH will coordinate services for homeless students with local social service agencies and other agencies or entities providing services to homeless students and their families, including services and programs funded under the Runaway and Homeless Youth Act. ARCH will also coordinate transportation, transfer of school records and other inter-district activities with other school districts.

Transportation

If it is deemed to be in the best interest of the homeless youth to attend the school of origin, including a public preschool, transportation to and from that school will be provided if the parent or, in the case of an unaccompanied youth, the district liaison requests. In such case ARCH and the district of origin are responsible for apportioning the responsibility and costs for transporting the child. The costs will be shared equally unless a different agreement is reached. If a homeless student becomes permanently housed in the middle of the school year, ARCH will continue to provide transportation to the school of origin for the remainder of the school year.

Records

Any records ordinarily kept by the School, including immunization or other health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs of each homeless student will 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 if the student enters a new school district. Copies of records shall be made

available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act (FERPA).

Information about a homeless student's living situation will be treated as a student education record and will not be deemed to be directory information under FERPA.

District Liaison for Homeless Children and Youth

Principal

The ARCH Community School

2153 Salisbury Street

Saint Louis, Missouri 63107

The Principal acts as ARCH's liaison for homeless children and youth. The Principal may also designate and train another School employee to serve as the liaison in the absence of the Principal.

District Liaison Responsibilities

The ARCH liaison will attend all required professional development and other technical assistance activities as determined appropriate by the Department of Elementary and Secondary Education. ARCH will attempt to inform school personnel, service providers and advocates working with homeless families of the duties of the district liaison.

The ARCH liaison's duties are to ensure that:

1. With the assistance of school personnel and other entities and agencies, homeless youth, including preschool age children, are identified, enrolled in the appropriate school, and have an equal opportunity to succeed in ARCH.
2. Homeless families and students have access to and receive education services for which they are eligible, as well as referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services.
3. Notice of the educational rights of homeless youth is posted and disseminated in schools, family shelters and other locations where such youth are most likely to receive services.
4. Enrollment disputes are mediated in accordance with law.
5. Unaccompanied youth are assisted in placement or enrollment decisions, their views are considered, and they are provided notice of the right to appeal.
6. Homeless parents and children are informed of their entitlement to transportation services and assisted in accessing transportation to the school of attendance.
7. Assistance is provided in obtaining needed immunizations and immunization and medical records.
8. School personnel providing services to homeless students and their parents/guardians receive professional development and other support.
9. Unaccompanied students are 1) enrolled in school; 2) have opportunities to meet the same challenging state academic standards that are established for other students; and 3) are informed of their status as independent students under laws applicable to higher education and that they may obtain assistance from the district liaison in order to receive verification of this status for the purposes of applying for federal student aid.
10. The School collects and reports reliable, valid and comprehensive data to DESE regarding homeless students.

Disputes

Parents/guardians or unaccompanied youth may appeal ARCH decisions regarding eligibility, enrollment or placement in accordance with the Standard Complaint Resolution Process adopted by DESE.

1. Parents/guardians or unaccompanied youth will submit disputes to the district liaison, who will carry out the dispute resolution process as expeditiously as possible. The liaison will provide the parent/guardian or unaccompanied youth a written explanation of any decisions relating to eligibility, enrollment or placement. The written explanation will include:
 - a. A description of the action proposed or refused by the School;
 - b. An explanation of why the action was proposed or refused;
 - c. A description of any other options the School considered;
 - d. The reasons other options were rejected;
 - e. A description of any other relevant factors to the School's decision and information related to the eligibility or best interest determination including the facts, witnesses and evidence relied upon and their sources;
 - f. Appropriate timelines to ensure any relevant deadlines are not missed; and
 - g. Contact information for the School liaison and the state coordinator for homeless children and youth (state coordinator) and a brief description of their respective roles.
2. The ARCH liaison will discuss the explanation with the parent/guardian or unaccompanied youth and answer any related questions.
3. If the explanation provided to the parent/guardian or unaccompanied youth does not resolve the dispute, the parent/guardian or unaccompanied youth should notify the ARCH liaison, who will provide the parent/guardian or unaccompanied youth with the standard state complaint resolution process and ensure that the parent/guardian or unaccompanied youth has the contact information for the state coordinator. If requested, the district liaison will assist any unaccompanied youth in submitting the appeal.

The student will remain enrolled and will be allowed to attend and fully participate in all school activities during the dispute process.

If the parent/guardian or unaccompanied youth are English learners, use a native language other than English, or need additional supports due to a disability, the School will make translators, interpreters or other support services available without charge and in the appropriate language.

Approved: April 18, 2017

Operations: 3410
Title: Parent/Family Involvement in
Instructional and Federally
Mandated Programs

The ARCH Community School (ARCH) recognizes that the education of students is a responsibility shared with parents and that maximum learning occurs when parents are actively involved in and supportive of the education of their children. Consequently ARCH promotes and supports:

1. Regular, two-way, meaningful communication between home and school.
2. Responsible parenting.
3. A safe and open atmosphere for parents and families to visit the school their children attend, and active solicitation of parental and familial support and assistance for school programs.
4. Inclusion of parents as full partners in decisions affecting their children and families.
5. Availability of community resources to strengthen and promote school programs, family practices and the achievement of pupils.

Pursuant to federal law, ARCH also attempts to involve parents of Title I, Migrant and Limited English Proficiency students in developing appropriate and responsive programs for their children and in developing policy governing parental involvement. This policy is distributed to parents of students participating in these programs.

Title I Parent Involvement

ARCH encourages Title I parents to be involved in supporting the education of their children in at least the following ways:

1. Involvement of parents in the joint development of the Title I program plan, the process of reviewing the implementation of the plan and suggesting improvements.
2. Providing coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
3. Building the schools' and parents' capacity for strong parental involvement.
4. Supporting the coordination and integration of Title I parental involvement strategies with those of other programs.
5. Conducting with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy to determine whether there has been increased participation and whether there are barriers to greater participation, particularly by parents who are economically disadvantaged, have disabilities, who have limited English proficiency, limited literacy, or are of any racial or ethnic minority background.
6. Using the evaluation findings in designing strategies for school improvement and in revising parental involvement policies and procedures at the district and building levels.

ARCH will convene a meeting annually to inform parents about Title I, to involve parents in the joint development, review and improvement of the school parental involvement plan, and the

planning, review and improvement of Title I programs. The parent involvement plan must include a school-parent compact that outlines how parents, the school staff and students will share the responsibility for improving student academic achievement and the means by which the school and parents will build and develop a partnership to help children. The plan must be made available to all Title I parents and the local community, and be updated periodically to meet the changing needs of parents and the school.

Approved: April 18, 2017

Title: Migrant Procedure

Potential migrant students will be identified through a question on the enrollment form of The ARCH Community School (ARCH). If it is indicated that a potential migrant student is enrolling, the ARCH will notify the State MELL Director and request assistance with the identification of the student.

A child is a “migratory child” and is eligible for the Migrant Education Program (MEP) if all of the following conditions are met:

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

Potential migrant students will be identified through a question on the school enrollment form. If it is indicated that a potential migrant student is enrolling, the school will notify the State MELL Director and request assistance with the identification of the student.

Services

If a migrant student is identified by the MELL office, ARCH will be responsible to:

1. 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;
2. Provide advocacy to allow children and families to gain access to health, nutrition and social services;
3. 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;
4. Provide professional development activities for teachers to improve the quality of education for migrant children; and,
5. Provide opportunities for participation of migrant parents in the educational activities of their children.

Approved: April 18, 2017

The ARCH Community School

IV Finance Policy Series

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Finance: 4000
Title: Annual Operating Budget

The ARCH Community School (ARCH) Board of Directors annually shall adopt a budget by June 30, and the minutes of the Board will record the adoption of the budget and any amendments. The Board shall develop the budget in consultation with the Principal.

Approved: April 18, 2017

Finance: 4010
Title: Accounting System

The ARCH Community School (ARCH) adopts a fiscal year that begins on the first day of July and ends on the thirtieth day of the following June.

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

ARCH 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.

ARCH 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.

Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub-grant award documents, etc.

ARCH shall compare actual expenditures or outlays of state or federal funds with budget amounts for each fund, grant or sub-grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or sub-grant agreement. ARCH shall follow applicable federal cost principles, agency program regulations, and the terms of grant and sub-grant agreements.

ARCH shall use the account code structure as described in the Missouri Department of Education's "Chart of Accounts".

Approved: April 18, 2017

Finance: 4020

**Title: Audit and Financial
Statements**

Annually, the financial records and accounts of The ARCH Community School (ARCH) will be audited by an independent certified public accountant in conformance with the prescribed standards and legal requirements. The Board shall select the auditor. The audit shall be presented to the Board for examination and acceptance

ARCH shall ensure that a copy of the annual audit report is timely filed with the Sponsor pursuant to deadlines. The audit report submitted to the Sponsor should include a certificate signed by the Board Chair 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.

The auditor shall prepare an annual financial statement for each fund subject to the authority of the Board during the fiscal year showing:

1. 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;
2. The total disbursements of the fund, itemized by the nature of the expenditure; and,
3. The balance in the fund at the close of the fiscal year.

The Principal shall cause a summary to be published according to the Missouri Department of Elementary and Secondary Education's rules and procedures.

Approved: April 18, 2017

Finance: 4030

Title: Payroll

The ARCH Community School (ARCH) shall pay employees accurately and timely in accordance with applicable laws and rules.

ARCH employees shall be paid:

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

Paydays for exempt and non-exempt employees are on the 15th and the last working day of the month unless that day falls on the weekend or ARCH holiday, then the pay date will be on the last working day of the month.

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

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

ARCH is required by law to make certain deductions from paycheck each time one is prepared. These deductions may include federal, state and local income taxes and contributions to Social Security and/or one of the various State Retirement Systems. Deductions will be itemized on the employee's check report. The amount of the deductions will depend on employee earnings and on the information furnished on the employee's W-4 form regarding the number of exemptions claimed. Only an employee may modify their W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances.

Approved: April 18, 2017

Finance: 4040

Title: Federal Fiscal Compliance

The ARCH Community School (ARCH) ensures that federal funds will be used to supplement, not supplant regular non-federal funds. All grant funds shall be expended in accordance with the appropriate OMB Circular or other applicable federal law or rule.

Charter School Program Grants. If ARCH receives Charter School Program (CSP) grant, the Principal shall: (1) ensure that ARCH complies and uses the federal funds in accordance with all statutes, regulations, and approved applications; (2) 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; (3) comply with applicable federal procurement standards in entering into a contract for equipment or services; and (4) ensure that all procurement transactions are conducted in a manner that provides open and free competition and that awards are made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to ARCH considering price, quality, and other relevant factors deemed appropriate by ARCH; and (5) 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, including an evaluation of the contractor performance and whether the contractor has met the terms, conditions, and specifications of the contract.

No ARCH 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.

When using CSP grants: (1) the solicitation of bids or offers must provide a clear and accurate description of the requirements to be fulfilled by the bidder, technical requirements to be performed including the minimum acceptable standards and specific features of brand name or equal descriptions that bidders are required to meet; (2) positive efforts shall be made to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible; (3) the type of procurement instruments used (e.g. purchase orders) must be appropriate for the particular procurement; (4) contracts must be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement; and, (5) procurement documents shall be made available, upon request, to appropriate government officials.

Approved: April 18, 2018

Title: Capital Assets Accounting

The Board of Directors of The ARCH Community School (ARCH) defines a “Capital Asset” as an asset that is tangible in nature; has a life that exceeds one year; of significant value, \$5,000 per unit; and, reasonably identified and controlled through a physical inventory system. Examples include: land, buildings, machinery, and furniture.

The Principal shall ensure that ARCH maintains accurate records of capital assets in accordance with applicable rules.

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

Approved: April 18, 2017

Finance: 4060

Title: State Tax Sources

The ARCH Community School (ARCH) will accept all state funds for the operation of the school as provided by entitlement by law and through regulations of the Missouri State Board of Education or Missouri Department of Elementary and Secondary Education.

The Principal is responsible for filing all required financial reports and forms to obtain state funds to which ARCH is entitled to receive according to applicable rules and regulations.

Approved: April 18, 2017

Finance: 4070

Title: State and Federal Projects

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

The Principal will solicit staff and parent involvement will be solicited in the planning, implementation and evaluation of programs authorized and approved within the guidelines of Title I of the Improving American Schools Act of 1994 and/or other significant legislative enactments. The Principal, with approval of the Board, shall determine the method vehicle for staff and parent involvement.

Approved: April 18, 2017

Finance: 4080

Title: Borrowed Funds

State law authorizes the Board of Directors of The ARCH Community School (ARCH) to borrow funds in anticipation of the collection of revenue in order to insure continuity in the operations of the school. The amount borrowed and the repayment of notes payable shall be within guidelines established by state law and the rules and regulation of the Missouri Department of Elementary and Secondary Education.

Approved: April 18, 2017

Finance: 4090

Title: Bonded Indebtedness

The Board of Directors of The ARCH Community School may issue bonds for any school expenditures as prescribed in state law.

Approved: April 18, 2017

Title: Bank Accounts

The Board of Directors of The ARCH Community School (ARCH) has the authority to open a business checking account(s) and a business operating account(s) on behalf of ARCH to be used to hold the school's assets. The agreement with the Bank shall be signed by the Board Chair and Treasurer.

Checks

Check Request Procedures:

1. All payments and check requests to the independent consulting firm will be submitted by the Principal, Board Chair, or Treasurer.
2. Expenses that recur each month, such as payroll, payroll taxes, and contributions to the retirement fund, lease/rent payments, utilities, insurance payments and other contracted payments that have been previously approved by the Board shall be paid by the independent consulting firm.
3. All expenses incurred in the name of the school must have been budgeted for or preapproved by the Treasurer, Board Chair or the Board of Directors, depending on the dollar amount of the item, as follows:
 - \$0 to \$5,000.00 – Treasurer or Board Chair Approval
 - 5,000.01 to \$10,000.00 – Treasurer and Board Chairman Approval
 - \$10,000.00 and Over – Full Board Approval.
4. Use of an electronic facsimile signature is permitted.
5. The Board Chair and Treasurer will be the authorized signatory on the checking account.

Deposits

Checks received shall be endorsed “for deposit only” and deposits should be made as soon as reasonably possible.

Bank Reconciliations

Each bank statement, assets, and liabilities shall be reconciled to both the checkbook and the general ledger.

Credit Card Procedures

ARCH limits the use of its credit card. Only the Principal, the Board Chair, or the Treasurer are authorized to use credit cards. ARCH will not use debit cards or similar financial instruments. The ARCH credit card shall be used for school business expenditures only. It may not be used for personal purchases and/or cash transactions and shall be maintained by the highest level of security. Credit card transactions are subject to prior ARCH approval as described above. Employees issued a credit card must receive prior, documented approval from the Board Chair before the use of the credit card. The user must accompany each credit card transaction with the original receipts documenting each transaction.

Transfer of Information

If the individual serving as the Principal, Board Chair, or Treasurer ends his or her term with the

Board/employment with ARCH 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 Principal, Board Chair, or Treasurer ends his or her employment/term with the school.

Approved: April 18, 2017

Title: Cash Management

All cash transactions shall be recorded in writing, such as by handwritten receipt detailing from whom the money and in what amount, which shall be signed and dated by the employee or his or her designee who has the authority to receive cash on behalf of The ARCH Community School (ARCH). When staff members collect money from students they are responsible for the money they collect until it is conveyed to the Principal for safekeeping and deposit. Money must never be left in a desk or classroom unattended or overnight.

Depositing Cash. The Principal shall be responsible for delivering cash to the independent consulting firm for depositing into ARCH's bank account. All undeposited cash shall be kept in a secured location with limited access on school premises.

Cash Expenditures. All expenditures of school funds, including cash expenditures, shall be documented and accounted for by receipts. As a general rule, cash will not be used to make purchases except from petty cash, as described below. ARCH checks shall not be made payable to "Cash".

Segregation of Duties. The Principal and Treasurer shall ensure to the extent practical in a small organization that appropriate segregation of duties exists with regard to the handling of all money transactions including reconciliations.

Petty Cash. Petty cash shall be maintained in a locked box in the Principal's office in an amount not to exceed \$200.00. 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 fiscal agent as soon as practicable. Petty cash funds shall not be used to cash checks.

Approved: April 18, 2017

Finance: 4120

Title: Contracts

The Board of The ARCH Community School (ARCH) shall approve all contracts and renewals that are required for the operation of the school.

All expenditures and contracts that will incur a cost of \$10,000 or more during one fiscal year should have at least two (2) and when reasonable, three (3) proposals for the Board to evaluate and approve. Exceptions can be made when in the best interest of the school.

Purchasing of **all** products and services on behalf of ARCH is to be done through the office of the Principal. Absolutely no staff member or volunteer parent is to incur any expense in the school's name without the signed approval of the Principal on a purchase order form, regardless of the dollar amount. Anyone who purchases anything without prior authorization cannot be guaranteed reimbursement.

Approved: April 18, 2017

Title: Purchase Orders

The purchase order procedure for The ARCH Community School is as follows:

1. Obtain a blank Purchase Order (PO) from the Principal.
2. Complete the PO with all pertinent information, including the vendor, item numbers, and pricing.
3. Give the PO to the Principal to sign that this is the type of purchase appropriate for the school and that funds are in the Board approved budget or pre-approved by the Treasurer, Board Chair, or Board of Directors as required by policy of the Board.
4. Once the PO has been fully authorized, the Principal or his designee will place the order.
5. The Principal or his designee will receive the merchandise, verify that the order is complete and in good condition, and then initial the PO, as “received”.
6. The PO and invoice will be sent to the independent consulting firm for payment.

Approved: April 18, 2017

Finance: 4140

Title: Gifts, and Grants

The ARCH Community School (ARCH) will use gift and grant funds in a prudent, lawful and ethical way and in accordance with donor restrictions. The Principal shall:

1. Only enter into those grant arrangements or accept gifts in which ARCH has a reasonable expectation of delivering the promised activities and results.
2. Use subcontractors that can be reasonably expected to deliver promised activities and results and to use funds in prudent, lawful and ethical ways. All subcontracts of state and federal funds must conform to gift or grant requirements.
3. Not enter into grant, gift, or contract arrangements that place the financial solvency of ARCH at risk.
4. Obtain Board approval for any grant request that alters the priorities set by the Board or that affects any board governance prerogatives.

The Principal and independent consulting firm shall assure that temporarily restricted and permanently restricted assets are appropriately segregated to ensure compliance with donor restrictions.

Approved: April 18, 2017

Title: Asset Protection

The Principal will protect and adequately maintain all tangible and intangible assets of The ARCH Community School (ARCH). Accordingly, the Principal will:

1. Maintain theft and casualty insurance of at least eighty percent (80%) of replacement value and liability insurance to cover Board, staff and the organization in an amounts approved by the Board.
2. Assure that only bonded personnel have access to material amounts of funds.
3. Assure that plant and equipment are adequately maintained and repaired.
4. Assure that ARCH, its Board, and staff are not unnecessarily exposed to claims of liability.
5. Assure that intellectual property, information and files are protected from loss or significant damage.
6. Invest or hold operating capital only in secure instruments such as interest bearing, insured savings or checking accounts.
7. Protect ARCH's public image and credibility at all times.
8. Not encumber or dispose of real property with a current market value of \$1000 or more without Board approval.

Approved: April 18, 2017

Finance: 4160

**Title: Accounting and Finance for
Related Organizations**

Parent organizations and parent support are important to success of The ARCH Community School (ARCH). The Board encourages the formation of parent/teacher organizations and encourages professional staff members to work closely with and be active partners with the parent groups. It is important that such organizations work compatibly within the framework of ARCH and coordinate their activities closely with the Principal so that they contribute positively to the educational opportunities and experiences of students.

To protect the interests of the school, students, staff, parents, volunteers and other supporters of ARCH, the Board establishes the following for fund raising projects for its parent/teacher organizations, booster clubs, and other types of organizations directly related to the support of ARCH:

1. The Principal will approve all fund raising projects.
2. The purposes of fund raising should directly benefit the students involved and, in some instances, future students, or benefit a charitable or other worthy cause.
3. Funds raised should be expended for items not provided by ARCH at the time of the fund raising.
4. Funds raised and items purchased legally become the property of ARCH.
5. Money raised should be turned in to the ARCH office immediately and accounted for through established ARCH procedures.
6. ARCH shall establish "Activity Accounts" to account separately for the funds raised.
7. ARCH purchase and contract procedures are to be used for purchasing.
8. Any payments transmitted to a vendor, individual, or organization shall be paid by ARCH check, not cash or personal check.
9. The ARCH audit will include the "Activity Funds" account.

Fund raising activities should not include door-to-door solicitations by students. A student may not be required to participate in a fund-raising event.

Approved: April 18, 2017

Finance: 4170

Title: Procurement Plan Child Nutrition Program

The Arch Community School (ARCH) plan effective April 1, 2018, until amended, for procuring items for use in the Child Nutrition Program is as follows. The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement.

- A. If the amount of purchases is more than \$150,000 or Board-approved threshold if less, formal procurement procedures will be used as required by 2 CFR 200. Informal procurement procedures (small purchase) will be required for purchases under \$150,000 or Board-approved small-purchase threshold.

The following procedures will be used for all purchases:

Micro-Purchases:

Staff will research all purchases and compare prices prior to making decisions regarding the expenditure of food service funds. Employees are expected to contact more than one provider before making a purchase decisions under \$3,500. Federal law requires that micro-purchases be reasonable and equitably distributed.

Small Purchases:

If the estimated expenditure is more than \$3,500 but less than \$150,000 the following must be completed prior to making the purchase:

1. Obtain at least three bids, quotes or offers from providers. The employee may solicit bids, quotes or offers directly from providers and may utilize bids received by fax, telephone, e-mail and catalog comparison or through online submissions to potential providers.
2. If less than three providers sell or provide the service or product, document that fact and consult the available provider(s).
3. Maintain documentation of the above.

Formal Purchases

If the estimated expenditure is \$150,000 or more, a formal procurement method is required. The following COMPETITIVE SEALED BID in the form of Invitation for Bid (IFB) or COMPETITIVE NEGOTIATION in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or RFP will be placed in newspaper, website and other mediums available to publicize the intent of ARCH to purchase needed items. The advertisement for bids/proposals or legal notice will be run for a minimum of two (2) weeks.
2. An advertisement is required for all purchases over ARCH's small purchase threshold of
The announcement (advertisement or legal notice) will contain a general description of items to be purchased, the deadline for submission of sealed bids or proposals, and the address where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.

4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
5. The IFB or RFP will clearly define the purchase conditions. The following, shall be addressed in the procurement document:
 - a) Contract period
 - b) ARCH is responsible for all contracts awarded (statement)
 - c) Date, time, and location of bid opening
 - d) How vendor is to be informed of bid acceptance or rejection
 - e) Delivery schedule
 - f) Set forth requirements which bidder must fulfill in order for bid to be evaluated
 - g) Benefits to which ARCH will be entitled if the contractor can not or will not perform as required
 - h) Statement assuring positive efforts will be made to involve minority and small business
 - i) Statement regarding the return of purchase incentives to ARCH's non-profit Child Nutrition account
 - j) Statement regarding the return of all discounts, rebates and credits for all cost reimbursable contracts
 - k) Termination provisions and the basis for any settlement for all procurement over \$10,000
 - l) Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000
 - m) Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
 - n) Escalation/De-escalation clause based on appropriate standard or cost index
 - o) Specific bid protest procedures
 - p) Provision requiring access by duly authorized representatives of ARCH, State Agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
 - q) Method of shipment or delivery upon Contract award
 - r) Provision requiring contractor to maintain all required records for **three** years after final payment and all other pending matters are closed for all negotiated contracts
 - s) Description of process for enabling vendors receive or pick up orders upon Contract award
 - t) Provision requiring the contractor to recognize mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
 - u) All contracts over \$100, 000 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
 - v) Signed Certificate of Lobbying for all contracts over \$100,000

- w) Signed statement of non-collusion
 - x) Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
 - y) Provision requiring "Buy American" as outlined in Policy Memorandum SP 38-2017 and 7 CFR 210.21(d); specific instructions for prior approval of any and all of non domestic product.
 - z) Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document).
6. Specifications will be prepared and provided to potential contractors desiring to submit bids or proposals for the products or services requested. Vendors will be selected by price and scope of services.
 7. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by ARCH's food service consultant.
 8. ARCH's food service consultant will be responsible for securing all bids or proposals.
 9. ARHC's food service consultant will be responsible to ensure all school procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the Board.
 10. The following criteria will be used in awarding contracts as a result of bids: price as the primary factor, service (quality, delivery, service etc.) and quality.
 11. In awarding a competitive negotiation (RFP), a set of award criterion in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Following evaluation and negotiations a firm fixed price or cost reimbursable contract is awarded.
 12. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to ARCH, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
 13. The Principal or other person designated by the Board is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
 14. The Principal or other person designated by the Board will review the procurement system to ensure compliance with applicable laws.
 15. The food service consultant will be responsible for documentation that the actual product specified is received, including the required domestic agricultural commodities

and products are in compliance with Policy Memorandum SP 38-2017 and 7 CFR 210.21(d).

16. Any time an accepted item is not available, the food service consultant will select the acceptable alternate. The contractor must inform the food service consultant with at least one (1) week lead time that a product is not available. In the event a non-domestic agricultural product is to be provided to ARCH, the contractor must obtain, in advance, the written approval of the product. The Food Service Management Company must comply with the Buy American Provision.
 17. Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the food service consultant.
 18. The food service consultant will be responsible for maintaining all documentation of the procurement process.
- B. If the amount of purchases for items is less than ARCH's formal purchase threshold, the following, **SMALL PURCHASE PROCEDURES, including quotes**, will be used. Quotes from an adequate number of qualified sources will be required.
1. Written Specifications will be prepared and provided to the each vendor.
 2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
 3. The food service consultant will be responsible for contacting potential vendors when price quotes are needed.
 4. The price quotes will receive appropriate confidentiality before award.
 5. Quotes will be awarded by the Principal or person designated by the Board. Quotes awarded will be to the lowest and best quote based upon quality, service availability and price.
 6. The food service consultant will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and **written specifications**.
 7. The food service consultant will be responsible for documentation that the actual product specified is received.
 8. Any time an accepted item is not available, the food service consultant will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

9. Bids will be awarded on the following criteria: price as the primary factor, service and quality
 10. The Principal or person designated by the Board is required to sign all quote tabulations, signifying a review and approval of the selections.
- C. If items are available **only** from a single source **when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation**, **NON-COMPETITIVE NEGOTIATION** procedures will be used:
1. Written Specifications will be prepared and provided to the vendor.
 2. The food service consultant will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
 3. The food service consultant will be responsible for documentation that the actual product or service specified was received.
 4. The Principal or person designated by the Board will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
 5. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. The food service consultant shall maintain a record of non-competitive negotiation purchases. The record of non-competitive purchases shall include, at a minimum, the following: item name, dollar amount, vendor, and reason for non-competitive procurement
 6. A member or representative of the Board will approve in advance, all procurements that result from non-competitive negotiations.

D. Miscellaneous Provisions:

1. In order to evaluate a new product, the following methods will be used: on sight student acceptance of food items, price, meets USDA specifications.
2. ARCH agrees that the reviewing official of each transaction will be the food service consultant
3. Payment will be made to the vendor when the contract has been met and verified and has met ARCH's procedures for payment. (If prompt payment is made, discounts, etc. are accepted.)
4. Specifications will be updated as need dictates.

5. If product is not as specified, ARCH reserves the right to accept or decline the products.

E. Emergency or “Pressing Need” Purchases

- 1) If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and the food service consultant shall maintain a log of all such purchases. The following emergency procedures shall be followed. All emergency procurements shall be approved by the principal or person designated by the Board. At a minimum, the following emergency procurement procedures shall be documented: item name,, dollar amount, vendor and reason for emergency.

F. The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

1. No employee, officer or agent of ARCH shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent;
 - b. Any member of the immediate family;
 - c. His or her partner;
 - d. An organization which employs or is about to employ one of the above.
2. ARCH employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 3. Penalties for violation of the code of conduct set forth in this policy may include: reprimand by Board, dismissal by Board, or any legal action necessary.

G. **CRIMINAL BACKGROUND CHECKS.** The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on ARCH property or events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if

(1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. ARCH reserves the right to prohibit any individual employee of Vendor from providing services on school property or at events, if ARCH determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Approved: February 27, 2018