



Inspiring Dreams. Growing Possibilities.

## The Biome School Meeting

<p><b>Date:</b> 9/30/22 <b>Time:</b> 8:00 AM <b>Telephonic Meeting:</b> Join Zoom Meeting Here <a href="https://us06web.zoom.us/j/88094631749?pwd=SVJqS2VjN2ZoTUhoWUxpTDdpY3BqZz09">https://us06web.zoom.us/j/88094631749?pwd=SVJqS2VjN2ZoTUhoWUxpTDdpY3BqZz09</a> Meeting ID: 880 9463 1749 Passcode: 7y2Rj5</p>	<p><b>OPEN MEETING NOTICE</b></p> <p><b>Invited Guest:</b></p>
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### MISSION STATEMENT

We engage students in an individualized and challenging, yet nurturing, educational environment, enriching their minds and cultivating confident and creative builders of the future

#### I. PRELIMINARY

- A. CALL TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA

#### II. REPORTS & ACTIONS

##### A. GOVERNANCE

- I. VOTE TO RESCIND 3007 COVID-19 VACCINATION POLICY
- II. VOTE TO APPROVE THE UPDATED 5009 MISSOURI COURSE ACCESS AND VIRTUAL SCHOOL PROGRAM MODEL POLICY
- III. VOTE TO APPROVE THE 2022-23 FAMILY HANDBOOK
- IV. VOTE TO APPROVE THE 2022-23 STAFF HANDBOOK

IV. CLOSED SESSION

V. NEW BUSINESS

VI. ADJOURNMENT



**Inspiring Dreams. Growing Possibilities.**

Attachments:

SEE ATTACHED PACKET



We turn individual potential  
into achievement

## memo

To: The Biome School Board of Directors  
From: Bill Kent, President and CEO  
Date: 09/21/2022  
Re: Policy Updates/Approvals, Staff Handbook Updates/Approval, Family Handbook Approval

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1. 3007 COVID-19 VACCINATION POLICY – I request that the Board rescind the referenced COVID-19 Vaccination Policy. With the less-than-perfect performance of the vaccines, we cannot justify the continued mandate for staff. Any further actions on vaccination should be accomplished through education and engagement.
2. 5009 MISSOURI COURSE ACCESS AND VIRTUAL SCHOOL PROGRAM MODEL POLICY[REQUIRED] – Please see the updated MOCAP Policy for approval. The change addresses the following change in MO Law (The previous policy is attached for your reference):
  - a. Students may now enroll full-time in MOCAP programs from virtual providers supported by public school districts, charter schools, or higher education institutions after initiating contact with their resident district (approval from their resident district is no longer required);
3. Staff Handbook: We recently reviewed and updated our employee handbook with our legal counsel. The material change to the handbook is an updated Paid Time Off (PTO) policy. I changed the policy to reflect the practices of surrounding public and public charter districts/schools more closely and provided Julie Harris with a better system to manage time-off based on the school's needs. Previously our policy provided 14 days of PTO that could be used for sick time or personal time. The specific changes are as follows: [See Pgs 9 – 11, “Black-Out Days”, “Personal Time Off – Full-time 9 Month Instructional Staff”, and “Sick-Time (All Full-time Staff)”]
  - a. Eliminated 14 days of PTO for the teaching staff
  - b. Added black-out days in which time-off is only allowed in the event of emergencies
  - c. Added three days PTO for teaching staff
  - d. Added ten days sick time for the teaching staff
4. Family Handbook: There have been no material updates to the Family Handbook; however, the Board must approve this annually.

## 3007 COVID-19 VACCINATION POLICY

The Board of The Biome School adopts the following policy, effective on the date of adoption by the Board.

### **Purpose**

The COVID-19 pandemic has dramatically changed the way we work, live, and interact with one another. It is of the utmost importance to the Biome School (“the School”) to safeguard the health and well-being of faculty, staff, students, families, visitors, close contacts, and community.

### **Scope**

This policy applies to ALL faculty and staff members (full-time, part-time, seasonal, temporary, on-call, etc.) (“employees”) and volunteers. This policy does not apply to students or visitors.

### **Section 1. Requirement**

In order to conform with recommendations from the Centers for Disease Control and Prevention (CDC) and Missouri’s Department of Health and Senior Services, along with protecting employees, students, and the public from COVID-19, employees and volunteers are required to receive the COVID-19 vaccine, unless a reasonable accommodation is approved. If you have concerns about receiving a COVID-19 vaccine, please contact Bill Kent (bkent@thebiomeschool.org) to discuss.

### **Section 2. Procedures**

- Employees and volunteers must within 30 days of the effective date of this policy: (1) receive a COVID-19 vaccination and provide proof of vaccination or (2) request an accommodation as described below.
- Employees and volunteers may receive any of the COVID-19 vaccines that have been approved by the Food and Drug Administration for Emergency Use Authorization. If an employee or volunteer receives a COVID-19 vaccine that requires two doses, the employee or volunteer must receive both doses to comply with this policy.
- Employees will be given paid time off to receive and recover from receiving a COVID-19 vaccine. If not already in compliance with this policy, employees should work with their supervisors to schedule time to receive the COVID-19 vaccine.
- In the event there is a charge for vaccination, employees who have insurance through the School are fully covered. Any employee who does not have insurance fully covering the vaccination costs may submit proof of the costs incurred to the School for reimbursement.

- Employees and volunteers must establish they have received the COVID-19 vaccine by presenting proof of immunization from a designated site or healthcare provider to The President and CEO of their designee. The proof of vaccination must include the type of COVID-19 vaccine received, and the date(s) of the dose(s) received by the employee or volunteer. The Biome reserves the right to request that employees and volunteers provide a copy of their proof of vaccination for recordkeeping by the School. The School will maintain any copies of proof of vaccination securely and confidentially.
- The School may require employees who have been vaccinated to receive periodic booster shots, if recommended by the CDC, state or local authorities, and to provide proof of same.

### **Section 3. Reasonable Accommodation**

Employees who have a qualifying disability or a sincerely held religious belief may request an accommodation in order to be able to continue to perform their essential duties at the School. Any employee who wishes to request an accommodation must notify the President and CEO, in writing at [bkent@thebiomeschool.org](mailto:bkent@thebiomeschool.org) Upon receiving an accommodation request, the School will engage in an interactive dialogue with the Employee to determine if a reasonable accommodation may be provided, while avoiding undue hardship for the School and direct threats to the health and safety others in the workplace.

Retaliation against anyone for requesting an accommodation under this policy is prohibited. If you believe you are experiencing retaliation, please contact The President and CEO. If the President and CEO is the accused party, please contact the Board Chair.

### **Section 4. Noncompliance**

Employees who have failed to comply with this policy will be placed on unpaid administrative leave until the Board shall take such action it deems reasonable and appropriate, up to and including termination of employment. Additionally, any employee who submits false or inaccurate documentation or information as proof of compliance with this policy will be subject to discipline by the Board, up to and including termination of employment. No individual will be allowed to volunteer for the School unless he or she complies with this policy.

## **5009 MISSOURI COURSE ACCESS AND VIRTUAL SCHOOL PROGRAM MODEL POLICY[REQUIRED]**

The Governing Board of The Biome School adopts the following policy effective on that date that the policy is adopted by the Board.

### **Section 1. Course Access and Virtual School Enrollment**

As required by Missouri statute Section 161.670 (effective August 28, 2022), any student under the age of twenty-one in grades kindergarten through twelve shall be allowed to enroll in Missouri course access and virtual school program courses of his or her choice as part of the student's annual course load each year or a full-time virtual school option.

### **Section 2. Costs**

The school shall pay the costs associated with the course or courses if:

(a) The student is enrolled full-time in a public school, including any charter school; and (b) Prior to enrolling in any Missouri course access and virtual school program course, a student has received approval from his or her school district or charter school through the following procedure:

A school must ensure that available opportunities for in-person instruction are considered prior to moving a student to virtual courses. Continuous enrollment throughout the school year is allowed. If a school district or charter school disapproves a student's request to enroll in a virtual course or courses, the reason shall be provided in writing and it shall be for "good cause." Good cause justification to disapprove a student's request for enrollment in a course shall be a determination that doing so is not in the best educational interest of the student, and shall be consistent with the determination that would be made for such course request under the process by which a district student would enroll in a similar course offered by the school district and a charter school student would enroll in a similar course offered by the charter school, except that the determination may consider the suitability of virtual courses for the student based on prior participation in virtual courses by the student. Appeals of any course denials shall be considered under a school's policy that is substantially similar to the typical process by which appeals would be considered for a student seeking to enroll in courses offered by the school district and a charter school student seeking to enroll in courses offered by the charter school.

### **Section 3. Notice of Right to Participate**

The school shall inform parents of their child's right to participate in the Missouri course access and virtual school program. There shall be information available in the parent handbook, registration documents and on the school's website.

### **Section 4. Payment to Content Provider**

The school shall pay the content provider directly on a pro rata monthly basis based on the student's completion of assignments and assessments. The school shall not pay more than the market necessary costs but in no case shall pay more than fourteen percent of the state adequacy target as defined in RSMo 163.011, as calculated at the end of the most recent school year for any single, year-long course and nor more than seven percent of the state adequacy target for any single semester equivalent course.

## **Section 5. A+ Students**

If a student is a candidate for A+ tuition reimbursement, the school shall attribute no less than ninety-five percent attendance to any such student who completed a virtual course.

## **Section 6. Transfer Students**

Pursuant to rules to be promulgated by the Department of Elementary and Secondary Education, the school shall allow the following:

If a student transfers into the school while enrolled in a Missouri course access and virtual school program course or full time virtual school, the student shall continue to be enrolled in such course or school.

When a student transfers into the school, credits previously gained through successful passage of approved courses under the Missouri course access and virtual school program shall be accepted by the school.

## **Section 7. Monitoring Student Progress**

Virtual school programs shall monitor individual student success and engagement of students enrolled in their program, provide regular progress reports for each student at least four times per school year to the school district or charter school, provide the host school district and the resident school district ongoing access to academic and other relevant information on student success and engagement, and shall terminate or alter the course offering if it is found the course or full-time virtual school is not meeting the educational needs of the students enrolled in the course.

## **Section 8. Disenrollment**

A Full-time virtual school shall submit a notification to the parent or guardian of any student who is not consistently engaged in instructional activities. If a student fails to complete the instructional activities after receiving notification, and after reasonable intervention strategies have been implemented, the student shall be subject to certain consequences which may include disenrollment from the school. Prior to any disenrollment, the parent or guardian shall have the opportunity to present any information that the parent deems relevant, and such information shall be considered prior to any final decision.

If a full-time virtual school disenrolls a student, the school shall immediately provide written notification to such student's school district of residence. The student's school district of residence shall then provide to the parents or guardian of the student a written list of available educational options and promptly enroll the student in the selected option. Any student disenrolled from a full-time virtual school shall be prohibited from re-enrolling in the same virtual school for the remainder of the school year.

## **Section 9. Use of School Facilities**

A virtual student's education services plan may require an eligible student to have access to school facilities of the resident school district during regular school hours for participation and instructional activities of a virtual program under this section, and the education services plan shall provide for reimbursement of the resident school district for such access pursuant to rules adopted by the Department of Elementary and Secondary Education.

A school district, charter school, virtual program, or the state is not required to provide computers, equipment, or internet access to any student unless required under the education services plan created for an eligible student or for an eligible student with a disability to comply with federal law.

#### Section 10. Education Services Plan

For any enrolling student, an education services plan and collaborative agreement is created to provide all services required to ensure a free and appropriate public education, including financial terms for reimbursement by the host district for the necessary costs of any virtual program, school district, or public or private entity providing all or a portion of such services.

The Missouri course access and virtual school program shall ensure that individual learning plans designed by certified teachers and professional staff are developed for all students enrolled in more than two full-time course access program courses or a full-time virtual school.

NEW POLICY



## **5009 MISSOURI COURSE ACCESS AND VIRTUAL SCHOOL PROGRAM MODEL POLICY[REQUIRED]<sup>42</sup>**

The Governing Board of The Biome School adopts the following policy effective on that date that the policy is adopted by the Board.

### **Section 1. Course Access and Virtual School Enrollment**

As required by Missouri statute, any student under the age of twenty-one in grades kindergarten through twelve shall be allowed to enroll in Missouri course access and virtual school program courses of his or her choice as part of the student's annual course load each year or a full-time virtual school option.

### **Section 2. Costs**

The school shall pay the costs associated with the course or courses if:

The student is enrolled full-time in and has attended, for at least one semester immediately prior to enrolling in the Missouri course access and virtual school program, a public school except if the student has a documented medical or psychological diagnosis or condition that prevented the student from attending a school in the community the previous semester; and

The school approves the student's enrollment in a Missouri course access and virtual school program course or courses. If the school disapproves the student's enrollment, the school shall provide the reason in writing and it shall be for "good cause." The student's family shall be notified they have a right to appeal to the charter school governing body during a governing body meeting. The family of the student shall be given an opportunity to present their reasons for their child or children to enroll in the Missouri course access and virtual school program and the charter school shall provide its "good cause" justification for denial. The family and the charter school shall also provide their reasons in writing and these documents shall be entered into the official minutes of the meeting of the governing body. The charter school governing body shall issue their decision in writing within thirty calendar days and then an appeal may be made to the department of elementary and secondary education. The department of elementary and secondary education shall provide a final enrollment decision within seven calendar days. Good cause shall be defined as "a determination that doing so is not in the best educational interest of the student."

### **Section 3. Notice of Right to Participate**

The school shall inform parents of their child's right to participate in the Missouri course access and virtual school program. There shall be information available in the parent handbook, registration documents and on the school's website.

### **Section 4. Payment to Content Provider**

The school shall pay the content provider directly on a pro rata monthly basis based on the student's completion of assignments and assessments. The school shall not pay more than the market necessary costs but in no case shall pay more than fourteen percent of the state adequacy target as defined in RSMo 163.011, as calculated at the end of the most recent school year for any single, year-long course and nor more than seven percent of the state adequacy target for any single semester equivalent course.

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<sup>42</sup> Op., App. CCC.

### **Section 5. A+ Students**

If a student is a candidate for A+ tuition reimbursement, the school shall attribute no less than ninety-five percent attendance to any such student who completed a virtual course.

### **Section 6. Transfer Students**

Pursuant to rules to be promulgated by the department of elementary and secondary education, the school shall allow the following:

If a student transfers into the school while enrolled in a Missouri course access and virtual school program course or full time virtual school, the student shall continue to be enrolled in such course or school.

When a student transfers into the school, credits previously gained through successful passage of approved courses under the Missouri course access and virtual school program shall be accepted by the school.

### **Section 7. Monitoring Student Progress**

The school shall monitor student progress and success, and take into account the department of elementary and secondary education's and provider's recommendations regarding a student's enrollment in the program. The school may terminate or alter the course offering if it is found the course or full-time virtual school is not meeting the educational needs of the students enrolled in the course.

The school shall monitor student progress and success, and course or full-time virtual school quality, and annually provide feedback to the department of elementary and secondary education regarding course quality.



# Employee Handbook

2022-2023

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## **INTRODUCTION**

At The Biome, we engage students in an individualized and challenging, yet nurturing, educational environment, enriching their minds and cultivating confident and creative builders of the future. Our mission extends not only to our learners but also our employees who are provided the resources to grow professionally and bring value to our organization and learners.

To help make your employment more satisfying, rewarding and productive, we have developed this Employee Handbook for you to use as a guide and to help answer some of the questions you may have regarding our policies and procedures. Although we have not included every practice, policy or procedure, we believe that this Handbook will be a useful resource for you.

Please read through the Handbook carefully and retain it for future reference. The policies found within this Handbook may be changed at the discretion of YLC/The Biome any time and without any notice as the organization grows and evolves. From time to time you may receive updated information. This Handbook is not intended to create any contractual rights or obligations and does not create a contract of employment, either expressed or implied. Only the Board Chair or his or her designee has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the Board Chair or his or her designee.

The Biome reserves the right to change or discontinue any of the policies contained in this Handbook from time to time and to interpret and apply them as it deems appropriate. No oral statements or representations can change the provisions of this Handbook.

Not all of The Biome's policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. The Board policies can be found on The Biome website at [www.thebiomeschool.org](http://www.thebiomeschool.org).

Please read this Handbook carefully, familiarize yourself with its contents and follow its provisions where they apply. If you have any questions regarding any of the information in the Handbook, please feel free to speak with your immediate supervisor or the President and CEO.

Once again, we are pleased to have you join our organization and wish you every success.

### ***History***

Founded in 2003 as Youth Technology and Education Center (YTEC) by Minister Willie L. Kent, Sr. and Ray and Judy DeLuca-Ford, YTEC was predicated on the belief that every child can be successful if given the right opportunities and a supportive environment.

Inspired by the mission to help youth from underserved communities reach their fullest potential, YTEC grew into Youth Learning Center in 2010, a name change that emphasizes the organization's focus on the full spectrum of education.

In order to continue providing more year-round, deeper learning opportunities for students in the community, YLC (Now The Biome Education Group) has opened a unique K-5 charter school called, The Biome.

### ***Vision***

To share the promise of education – We believe education is the key to a better life. We are committed to promoting the values of education to our families, our children, and the communities in which we work.

### ***Mission***

We engage students in an individualized and challenging, yet nurturing, educational environment, enriching their minds and cultivating confident and creative builders of the future. Our integrated approach promotes interdisciplinary, inventive thinking.

### ***Core Beliefs***

1. **Sharing the promise of education** – We believe education is the key to a better life. We are committed to promoting the values of education to our families, our children, and the communities in which we work.
2. **Striving for educational equity** – We believe every child can learn but does not necessarily have the opportunity. We are committed to creating access to quality educational opportunities for all students. We will deploy our resources to support students in their pursuit of education and productive life.
3. **Requiring excellence of ourselves and our students** – We set high standards and expect excellence and innovation in our work product and outcomes. We believe in the potential of every child and, as educators, we are committed to guiding each student to achieve his or her best effort.
4. **Cultivating a culture of integrity** – We believe in accountability through measurable outcomes and results. Our board of directors and staff are committed to accomplishing our goals through ethical means and upholding the pledge that our children come first.

## **EMPLOYMENT AT-WILL STATEMENT**

Unless you are covered by a collective bargaining agreement or a written individual employment agreement signed by the Board Chair or his or her designee which specifically states otherwise, your employment with The Biome is at-will. This means that neither you nor The Biome has entered into a contract regarding the duration of your employment or the reasons necessary for the termination of the employment relationship. Unless provided for otherwise in an employment agreement, you are free to terminate your employment with The Biome at any time, with or without reason. Likewise, The Biome has the right to terminate your employment or otherwise discipline, transfer or demote you at any time, with or without reason, at its sole discretion.



# **EQUAL EMPLOYMENT AND ANTI-HARASSMENT POLICIES**

## ***Equal Employment Opportunity Policy***

The Biome is an equal opportunity employer. The Board is committed to providing equal opportunity for all individuals in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. The Board commits itself to the policy that there shall be no unlawful discrimination or harassment against any person because of race, color, religion, age, sex, national origin, ethnicity, disability, genetic information, sex orientation or perceived sex orientation, or gender identity or expression. All decisions with regard to employment shall be in compliance with applicable state and federal laws.

The Board is required by the Immigration Reform and Control Act to employ only American citizens and aliens who are authorized to work in the United States. The purpose of this law is to preserve jobs for those individuals who are legally entitled to them.

## ***Prohibitions Against Discrimination, Harassment, and Retaliation***

See Policy 4000 PROHIBITIONS AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION at <https://thebiomeschool.org/current-families/forms/>.

## ***4001 Title IX Sexual Harassment Model Policy***

See Policy 4001 TITLE IX SEXUAL HARASSMENT at <https://thebiomeschool.org/current-families/forms/>.

## **EMPLOYEE BENEFITS**

### ***Employee Benefits Summary***

Biome employees receive a comprehensive package of insurance benefits. In many cases the organization subsidizes the cost of these benefits for its employees. Please refer to the appropriate Summary Plan Description (SPD) for specific details about each Plan including eligibility, cost and benefit information. These benefits may change from time to time. The SPD document controls all benefits under the Plans. You may discuss the specifics of the organization's insurance plans with the President and CEO.

For illustrative purposes only, below is a brief summary of the benefits presently offered by The Biome. This summary briefly describes the benefits in effect at the time that this Handbook was drafted. It is not intended to be definitive or to be relied upon and is not a guarantee or representation that these or any other particular benefits will be or will continue to be provided. These benefits may be modified or discontinued at the sole discretion of The Biome at any time.

Benefits are only available to full-time regular employees who are regularly scheduled to work a minimum of forty hours per week. Part-time employees, temporary employees and employees who are regularly scheduled to work less than forty hours per week are not eligible to receive the benefits.

### ***Compensation***

**Payroll Checks:** Employees will be paid twenty-six (26) times per year or biweekly, every other Friday. The bi-weekly pay period begins on Monday and ends on Sunday. Payroll is the following Friday.

No one other than the employee to whom a check is written is allowed to pick up a paycheck unless prior written authorization has been given for another individual to do so.

The Biome elects to pay by direct deposit, directly to a banking institution. No direct deposit transaction can be made without necessary documentation.

**Time and Place of Payment:** Employees will be paid biweekly. With direct deposit, your salary will be deposited into an account at your financial institution using the account information that you have provided. For employees without direct deposit, negotiable (live) paychecks will be mailed to your home address on record with The Biome.

**HR Portal – Payroll:** Employees will utilize the Bamboo HR Portal <https://thebiome.bamboohr.com> to view and/or update their demographic record, request tax forms to change their withholding status. Employees will utilize the Heartland Payroll System to view pay history and print pay stubs. If there are issues with accessing these sites, contact the President and CEO.

**Error in Pay:** Every effort is made to avoid errors in your paycheck. If you believe an error has been made, including, but not limited to, an over or underpayment, please contact your supervisor.

If an employee was overpaid, the employee must report it immediately to their supervisor and/or human resources. The employee will be expected to pay back the overpayment to The Biome. If overpayments have occurred, the administration will inform you of appropriate deductions from a future paycheck(s).

### ***Holidays***

The Biome will observe various holidays each calendar year. Eligible full-time employees receive the following paid holidays each year:

New Year's Day	Independence Day
Dr. Martin Luther King Jr. Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	The Day After Thanksgiving
Memorial Day	Christmas Day

Full-time employees contracted to work less than 12 months are contracted for instructional and professional development days only and are paid accordingly over the 26 pay periods.

Twelve (12) month, full-time employees will receive a paid Winter Break only and are not eligible for holiday pay for time off during Spring Break unless the employee's vacation is set forth in an executed employment agreement, in which event the foregoing shall not apply to that employee. The length of the paid Winter Break for twelve (12) month employees will be determined by the President and CEO on a year-to-year basis.

Part-time Hourly employees are not paid for any days that are not worked including inclement weather, other school closings, holidays, winter break and spring break.

If a holiday falls on a Saturday, it will usually be observed on the Friday before the holiday. If a holiday falls on a Sunday, it will usually be observed on the Monday after the holiday. This is subject to change based on direction from the President and CEO.

If a holiday falls on a day when an employee is on vacation, that day will not be counted against the employee's vacation time.

### ***Black-Out Days***

Generally, employees are not permitted to use leave days on Black-out days.

Black-out days are set each year by the administration and occur the day before and after a holiday, during State testing and assessment times, and other dates as determined by the administration. A list of black-out days for employees will be provided at the beginning of each school year and is subject to change based on the organization's needs.

You must have prior approval from your supervisor to be absent on a Black-out day. Without prior approval, the absence will be unpaid. Failure to report for work as scheduled can result in disciplinary action up to and including termination

### ***Personal Time Off – Full-time 12 Month Staff***

Full-time twelve-month employees are eligible for Paid Time Off (PTO) after the completion of their 90-day probationary period.

Employees can check the BambooHR for PTO to review eligibility for PTO and to view the accrual and usage of PTO.

Currently, these employees qualify for PTO on the following schedule:

- Upon completion of the 90-day probationary period: ten (10) days of PTO annually.
- After completion of four full school years: twenty (20) days of PTO annually.
- After completion of 14 full school years: twenty- four (24) days of PTO annually.

Rehired employees will be treated as new hires for the purpose of PTO accrual if their period of absence is greater than their period of employment with The Biome as a full-time regular employee. Should an employee's break in service be less than his or her period of service, the employee will be given an adjusted seniority date for the purposes of future PTO accrual.

Employees do not accrue PTO time while on leaves of absence, including, without limitation, leaves taken pursuant to the federal Family and Medical Leave Act of 1993.

These employees may use PTO as vacation time, for sick time, or for personal matters. PTO may be taken at the discretion of the supervisor, but may not be taken on Black-out days. See the Black-out days calendar for additional information. Employees desiring to use personal days must schedule a request with their supervisor at least one week in advance. The supervisor has the right to deny any request for personal leave that does not conform to the policy or would cause a hardship to students or staff.

**PTO Accrual:** PTO days must be used during the school year it is accrued. PTO days cannot be carried forward into another school year. Unused PTO days are also not paid out at the end of the year. Payment of any unused PTO will also not be made at the time of termination of employment, whether voluntary or involuntary. However, upon retirement, banked PTO days are reported to the PSRSSTL Retirement System and may be used as part of the calculated time served for purposes of PSRSSTL Retirement System benefits.

### ***Personal Time Off – Full-time 9 Month Instructional Staff***

Full time 9-month employees (i.e., non-administrative instructional staff) receive three (3) PTO days that may be used for personal use or sick leave per year. PTO may not be taken on

consecutive days and is approved at the discretion of your supervisor, but may not be taken on one of the designated Black-out days. See the Black-out days calendar for additional information. Employees desiring to use personal days must schedule a request with their supervisor at least one week in advance. The supervisor has the right to deny any request for personal leave that does not conform to the policy or would cause a hardship to students or staff.

**PTO Accrual:** PTO days must be used during the school year it is accrued. PTO days cannot be carried forward into another school year. Unused PTO days are also not paid out at the end of the year. Payment of any unused PTO will also not be made at the time of termination of employment, whether voluntary or involuntary. However, upon retirement, banked PTO days are reported to the PSRSSTL Retirement System and may be used as part of the calculated time served for purposes of PSRSSTL Retirement System benefits.

### ***Vacation Time***

Employees do not generally earn vacation time, unless provided for in an individual employment agreement. Employees must receive prior approval from their supervisor prior to taking vacation time.

### ***Sick-Time (All Full-time Staff)***

All full-time employees will receive ten (10) days of paid sick leave to be used in the case of an injury, illness, or medical condition.

Paid sick leave may only be used for illness of the staff member or the staff member's immediate family. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. The President and CEO/designee may request a physician's statement regarding an absence and/or verification that the employee may return to work.

An employee may not use more than two consecutive days of paid sick leave unless the absence is pre-approved by their supervisor. If the employee is absent three (3) or more consecutive days, a medical report documenting the need for the leave will be required.

If an employee's leave is not approved by their supervisor, it will be unpaid.

Individuals who have used all of their earned Sick or PTO leave hours and then become or remain ill will be classified as absent without pay. These employees may be entitled to short-term disability benefits with proper documentation from a physician. If an employee has exhausted paid sick leave or is not entitled to use paid sick leave, an employee may still be entitled to leave pursuant to the Family and Medical Leave Act ("FMLA"). The employee should consult The Biome's FMLA policy for further information regarding FMLA leave.

**Paid Sick Leave Accrual:** Paid sick leave days must be used during the school year it is accrued. Paid sick leave days cannot be carried forward into another school year. Unused paid sick leave days are not paid out at the end of the year. Payment of any unused paid sick leave days will not

be made at the time of termination of employment, whether voluntary or involuntary. However, upon retirement, accrued, but unused paid sick leave days are reported to the PSRSSTL Retirement System and may be used as part of the calculated time served for purposes of PSRSSTL Retirement System benefits.

## ***Family and Medical Leave***

### **Eligibility Requirements**

The Biome has no eligible employees as The Biome does not employ 50 or more employees. For additional information, see Policy 3003 Family and Medical Leave at <https://thebiomeschool.org/current-families/forms/>.

For additional information or to file a complaint, contact 1-866-4-USWAGE or [www.dol.gov/whd](http://www.dol.gov/whd).

### ***Short Term and Long-Term Disability Leave (including Maternity Leave)***

The Biome offers all employees who regularly work 30 or more hours per week weekly disability income insurance at the rate of 60% of the employee's earnings (up to \$1000.00 per week) for up to 13 weeks. Employees are not required to contribute to the cost of this insurance. Specific benefits are determined by The Biome's weekly disability income insurance policy.

The Biome also offers all employees who regularly work 30 or more hours per week long-term disability income benefits at the rate of 60% of the employee's earnings (up to \$4000.00 per month). Employees are not required to contribute to the cost of this benefit. Specific benefits are determined by The Biome's long-term disability benefits insurance policy.

Disability due to pregnancy shall be treated as any other temporary disability. Employees temporarily disabled (including disability due to pregnancy, childbirth, or a pregnancy-related condition) may use their vacation time, sick time, short-term disability benefits, and any other paid leave time available to them for absences caused by such disability. In addition, when applicable, such employees may use unpaid leave for disability up to a maximum of twelve weeks as provided by the FMLA.

Qualified employees may be entitled to reasonable accommodations (including time off from work) pursuant to the Americans with Disabilities Act, and such accommodations will be provided in accordance with the law.

### ***Military Leave of Absence***

Pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), if you leave The Biome to serve in the United States military, you may elect to continue your existing health benefits provided by The Biome for up to twenty-four months while in the military; however, will be required to pay the cost of the premiums. If you do not elect to continue under The Biome's health benefits, you may be reinstated in the health plan with a minimal waiting period, except for service-related illnesses or injuries. Please note that if you

serve in the military, we ask that you give The Biome advanced notice of your service as soon as practicable. Upon your return, you must apply for reemployment promptly to be eligible for reinstatement. You will be required to provide a copy of the documentation obtained from the U.S. Armed Forces.

### ***Disaster and Emergency Services Leave***

Any employee who serves with any fire department or fire protection, including any municipal, volunteer, rural or subscription fire department or organization, or any volunteer fire protection association, as a volunteer firefighter, or the Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One or Urban Search and Rescue Team, or is activated to a National Disaster Response by the Federal Emergency Management Agency (FEMA), may take time off, without pay, to respond to an emergency. Subject to the limitations of the Fair Labor Standards Act regarding exempt employees, an employee's regular pay may be reduced by any time lost from employment because of the employee's response to an emergency in the course of performing his or her duties as an approved emergency services volunteer. The employee must make a reasonable effort to notify The Biome that he or she will be absent or late to work.

In addition, the employee must provide The Biome with a written statement from the supervisor or acting supervisor of the volunteer fire department, the commander of Missouri-1 Disaster Medical Assistance Team or the FEMA supervisor, stating that the employee responded to an emergency and stating the time and date of the emergency.

### ***Bereavement Leave***

The Biome employees shall receive the following paid time off in the event of a death in the family:

- A death in the immediate family – leave not to exceed five (5) consecutive work days per incident, including the day of the death and the day of the funeral. Immediate family is defined as a relative through blood, marriage or legal adoption. This includes spouses, domestic partners, parents, children, grandchildren, siblings, grandparents and mothers and fathers-in-law.
- The death of a relative not in the immediate family (e.g., aunts, uncles, nieces, nephews, cousins, sisters and brothers-in-law) – leave not to exceed three (3) consecutive work days per incident, including the day of the death and the day of the funeral.

Personal days can be used to supplement the amount of time taken for bereavement purposes.

### ***Jury Duty Pay***

Full-time regular employees who are called for and report to jury duty will be paid their regular rate of pay for a maximum of three (3) weeks per calendar year, unless otherwise provided by state or local law. **Any non-travel allowance that an employee may receive in connection with**

**servicing jury duty is to be reimbursed to The Biome during the time period that the employee is receiving compensation from The Biome.**

Employees who are absent from work to serve jury duty will not be required to use accrued vacation or sick leave during the absence.

An employee must provide his or her supervisor and/or the President and CEO with written notification of the jury duty obligation as soon as possible (preferably the next business day) following his or her receipt of notice. At the end of jury duty, employees must provide certification of having served jury duty and the amount of money that was received in connection with such service, if any.

Employees who have the option to serve “on call” are required to do so and to report to work if they are not called for the day. Employees must report to work when excused or dismissed from jury duty.

The Biome will not take any adverse employment action against any employee who is absent from work in order to respond to a jury duty summons so long as the employee has provided The Biome with reasonable advance notice. In addition, verification from the court clerk of having served will be required.

### ***Time Off to Vote***

The Biome encourages all of its employees to fulfill their civic responsibilities and to vote in all public elections. Most employees’ schedules provide sufficient time to vote either before or after working hours.

Any employee who has less than three consecutive hours outside of working hours to vote while the polls are open may be absent from work for up to three (3) hours to vote. Any additional time off to vote will be without pay.

Employees must request time off to vote from their supervisor at least one day in advance so that the time off can be scheduled to minimize the disruption to normal work schedules.

### ***Workers’ Compensation***

The purpose of this policy is to ensure that employees of The Biome who are injured within the course and scope of their employment will receive appropriate medical care and a managed return to work in accordance with the mandates of the Missouri Workers’ Compensation Act.

#### **Workers’ Compensation Benefits Payable**

Employees who suffer an injury caused by an accident or occupational disease arising out of and in the course of employment (“work-related injury”) will receive benefits paid by The Biome according to the Workers’ Compensation Act of the State of Missouri (“the Law”).

The Biome’s insurer shall determine whether the injury is compensable under the Law. If the injury is deemed compensable, the employee will receive, subject to all provisions of the Law:



- A. Medical treatment (if approved by The Biome in advance).
- B. If the employee is off work more than three workdays, they will receive 2/3 of their average weekly wage, up to a state maximum, while temporarily and totally disabled.
- C. If the injury is severe and it causes permanent disability, the Division of Workers' Compensation may award a lump-sum benefit for the disability.

### **Direction of Medical Care**

In Missouri, the employer is afforded the right to select the medical care provider(s) for employee work-related injuries. The Biome's administrative office maintains a current list of approved providers. The employee ultimately maintains the right to use the provider of the employee's choice, but any expenses associated with that use will be borne solely by the employee.

### **Continuation of Employee Benefits While Off Work Due to Compensable Injury**

If an employee cannot work due to a compensable injury, and as long as the injured person remains an employee of The Biome, all regular employee benefits may continue. However, since the employee will be receiving wage benefit checks directly from the insurer and not through The Biome's regular payroll system, the employee's portion of the cost for those benefits cannot automatically be deducted from the employee's payroll check. Therefore, the employee is responsible for making separate payment arrangements with The Biome's administrative office.

The employee does not continue to accrue benefits, such as PTO, while off work unless The Biome accrues benefits for other employees who are off work for reasons other than a work-related injury.

### **Continuation of Temporary Total Disability ("TTD") Benefits**

An employee will receive Temporary Total Disability "TTD" benefits in accordance with the Law. An employee who is receiving unemployment benefits may not receive concurrent TTD benefits. An employee who is terminated from employment with The Biome for post-accident misconduct will not be entitled to continue to receive TTD benefits.

An employee who has returned to work after a work-related accident, but is still receiving medical treatment, will not receive TTD benefits for time missed from work for physical therapy, employer-requested medical evaluations, to attend medical treatment, and/or evaluations. The employee will be allowed to use accumulated PTO for this missed time.

### **Compliance with Physician's Orders**

An employee with a compensable injury must strictly follow all instructions of the treating physician. This compliance includes, but is not limited to prescription use, therapy, rest, following activity restrictions, and returning for follow-up visits. Compliance with medical instructions is mandatory on and off the job.

### **Notice Requirements**

A work-related accident or injury must be reported in writing by the injured employee to their supervisor immediately. If an injured employee fails to report an injury in writing within 30 days, the Division of Workers' Compensation may be entitled to deny any benefits under the Law.

### **Drug and/or Alcohol Use**

Under the Law, worker's compensation benefits can be denied if it is determined that the employee used alcohol and/or non-prescribed controlled drugs in the workplace and the use was the proximate cause of the injury.

If it is determined that the employee used alcohol or and/or non-prescribed controlled drugs in the workplace and the use was not the proximate cause of the injury, a 50% penalty can be levied against otherwise payable benefits.

### **Rule Violation or Willful Failure to Use Safety Devices**

If an employee violates an The Biome rule or fails to use a required safety device, that employee's workers' compensation benefits may be reduced by 25-50%.

### **Failure to Return to Work After Physician Release**

An employee who fails to return to work after receiving a release from their treating physician will be considered absent from their job without authorization.

The Biome considers three (3) days of unauthorized absences without notice to be a voluntary resignation.

### **Penalties for Fraud**

In accordance with Missouri law, any employee submitting a fraudulent workers' compensation claim and/or misrepresents facts can be found guilty of a Class A misdemeanor and may be subject to substantial criminal fines.

### **Policy Compliance**

Employees are expected to comply with these policies as a condition of employment with The Biome. This includes, but is not limited to, the expectation that employees shall:

1. comply with physician's orders;
2. immediately notify supervisor of work-related injury or illness;
3. refrain from the use of drugs and/or alcohol in violation of The Biome's policies;
4. comply with safety standards;
5. return to work upon release of a physician; and
6. be truthful and accurate in all claims and reports.

Failure to comply with this policy may result in discipline up to and including discharge.

## **COMMENCEMENT AND SEPARATION OF EMPLOYMENT**

### ***Introductory Period***

The first 90 days of employment is considered an introductory period for all new employees. During this period employees will have the opportunity to learn about the nature of our business, as well as the requirements of the work they will be performing. During this same period we will have an opportunity to observe the employee's skills, abilities, attitudes, attendance and potential for contributing to our company objectives. If, in management's evaluation, an employee does not meet the standards of our company, the employee may be dismissed at any time during or at the end of the introductory period without benefit of prior warning or counseling. Of course, upon completion of the introductory period, employees must continue to meet the standards of employment. Completion of the introductory period does not alter the at-will nature of employment with The Biome.

### ***Employee Performance Evaluations***

Employees of The Biome are continually evaluated consistent with the principles of The Biome Board of Directors. Performance evaluations are conducted with the goal of improving our performance as individuals, developing professionally and improving the performance of The Biome and its students. In most cases, formal written evaluations take place annually.

### ***Employment Records***

In keeping with the growing recognition of individual rights to privacy, we maintain only those records and collect only that personal information that is necessary for organizational purposes. We make every effort to maintain the confidentiality of all personal information. However, The Biome will cooperate with and provide access to personnel files to local, state and federal agencies in accordance with applicable law. Employees who wish to inspect their personnel file may do so in the presence of a representative of The Biome. Employees will not be allowed to view investigation records or any letters of reference. Please contact your supervisor or the President and CEO if you would like to review your personnel file.

### ***Medical Records***

Confidential health and medical records are not included in your personnel file. The Biome will safeguard such records from disclosure and will divulge only that information: (1) as allowed by law, as referenced in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other federal or state law; (2) to the employee's personal physician upon written request of the employee; (3) as required for Workers' Compensation cases; (4) on a need-to-know basis, in connection with matters in which the employee has put his or her health or ability to perform his or her job in issue; or (5) as otherwise required by law.

### ***Pre-Employment Background Investigations***

Pre-employment and other background investigations are conducted in accordance with federal and state laws regarding individuals offered employment by The Biome.

## ***Salary Adjustments***

Salary and wages are reviewed annually and adjustments, if any, are made on a merit basis, where appropriate, based on performance as well as market and business considerations.

Salary adjustments are not automatic. Such adjustments are ultimately made at the discretion of The Biome administration.

## ***Separation of Employment***

The Biome employees are requested to provide notice of their resignation in writing to their supervisor at least two (2) weeks prior to their last day of work; unless the employee's individual employment agreement requires a longer notice period. The Biome employees may be charged for liquidated damages if employee fails to provide adequate notice. Please see your contract language for more details.

All employees of The Biome are required to return any and all property belonging to The Biome including, but not limited to: all keys, identification cards, tools, security codes, computer equipment, computer passwords, telephone voicemail passwords, other office equipment, books, other teaching materials and resources, written documents, and files and student records to their supervisor upon their separation from The Biome.

Failure to return all materials and property related to The Biome will result in the employee's final check being withheld up to the reasonable value of the property retained or the amount of the money owed. Further damages for property belonging to The Biome will also be removed from the employee's final check.

**If the employee's last day of employment occurs in mid-year, all Board provided health benefits will end immediately.** If the employee's last day of employment coincides with the end of the school year, their provided Health Benefits will end the last day of that month.

## ***Training and Development***

The Biome provides sponsored training programs and professional development to upgrade each employee's job skills. Most training sessions and professional development are required as a condition of employment.

## ***Verification of Employment Requests***

The Biome does not respond to oral requests for references or verification of past employment except as required by law and in accordance with Board policy. Except as required by law and in accordance with Board Policy, information will be provided if you have completed and signed a release.

As an employee or Supervisor of The Biome, do not under any circumstances respond to any request for information regarding another employee, except as required by law and in accordance with Board policy. If you receive a request for a reference, you should refer the requester to the Principal or the President and CEO or designee.

## **CONDUCT AND OTHER WORKPLACE RULES**

### ***Open-Door Policy/Problem-Solving Process***

The Biome promotes a quality work environment for all employees, encouraging a high level of individual and team contribution supporting The Biome's mission. The Biome believes that open communication is essential to a successful work and learning environment. All employees should feel free to seek answers to work-related questions and raise issues of concern without fear of reprisal or retaliation.

Effective communication with all employees has been an important objective and a factor contributing to our success. Employees have always been encouraged to discuss questions, problems, ideas, or employment-related issues with their supervisors. If you feel that your questions or concerns have not been answered to your satisfaction or that your problem has not been solved, you may always speak with the person at the next highest level of supervision.

### ***Appearance***

The Biome has implemented a business-casual dress policy to create a pleasant, comfortable, and productive work environment. Tattoos and body piercings other than earrings must not be visible. We expect all employees to present a clean, well-groomed personal appearance. At no time will profane, vulgar, revealing, or obscene attire be permitted. In summary, you must remain professional in your appearance while at The Biome. If you are unsure if your appearance meets school standards, please speak with your supervisor. We want to maintain a professional and positive working and learning environment, and we want to make a great first impression for any patron, family, or student.

Employees are expected to follow the dress guidelines below.

- A. Acceptable Dress
- B. Shirts with collars or banded collars
- C. Button-down shirts (no sleeveless shirts)
- D. Blouses (No sleeveless blouses)
- E. Shorts or skorts of any kind for special circumstances/special occasions only (not to exceed 2 inches above the knee)
- F. Polo shirts
- G. Pullover or cardigan sweaters
- H. Vests with shirts
- I. Slacks, trousers, or khakis
- J. Skirts or dresses (not to exceed 2 inches above the knee)
- K. Dress shoes or sports shoes (loafers/Dockers)

### ***Attendance and Punctuality***

Punctuality and good attendance are essential duties of every position at The Biome. Your regular attendance at work is necessary to ensure a positive and consistent learning environment for our students. The school, including staff and students, depend on you to work as scheduled.

If you expect to be absent or delayed, you must notify your supervisor by telephone and advise them of your tardiness or absence. You are expected to call and speak with your supervisor or leave a voicemail message as early as possible and in no event later than one hour before your scheduled reporting time.

Employees are expected to call their supervisor or designee each day they are absent unless they are on an approved leave of absence. Failure to call in daily may result in disciplinary action, up to and including termination. An employee who is absent for three or more days without contacting their supervisor and/or his designee will be deemed to have abandoned their employment. The Biome's records will reflect that the individual has voluntarily terminated their employment.

Communicating your absence or tardiness to a co-worker other than your supervisor and/or their designee will not be considered adequate notice.

Excessive absenteeism, tardiness, and/or leaving early will result in disciplinary action up to and including termination from The Biome. Excessive absenteeism is defined as more than three (3) unexcused absences unless otherwise provided by law.

### ***Drug-Free Workplace***

The Biome seeks to maintain a safe workplace and learning environment by eliminating hazards to health and safety created by alcohol and other drug abuse. Therefore, all employees and contractors are prohibited from the use, manufacture, distribution, sale and/or possession of any illegal drug, controlled substance or alcoholic beverage during work hours (including lunch and break time) in The Biome, on any The Biome property or in a vehicle of The Biome. Employees are prohibited from being under the influence of, selling, offering to sell, trading, purchasing, using or possessing any illegal drug or alcohol while performing The Biome business or job-related duties, while on The Biome property or while operating The Biome equipment or vehicles.

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

### ***Employment of Relatives***

The employment of relatives within The Biome is permitted only as long as no family member will have direct or indirect supervisory responsibility that could affect the hiring, assignment, compensation, promotion, evaluation, discipline, training or termination of another family member.

### ***Inclement Weather and Emergency Conditions***

All The Biome employees are expected to make a reasonable effort to report to work on inclement weather days. In severe weather conditions or other emergencies, The Biome leadership may decide to close The Biome for the remainder of the day or before the beginning

of a workday. No loss of pay will occur for full-time employees due to early dismissal or closure for this reason. However, if The Biome is open and you cannot report to work, you must use your vacation time or a sick/personal day to be paid.

### ***Personal Relationships***

The Biome recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes, misunderstandings and/or potential sexual harassment claims, supervisory employees are **not permitted** to date or engage in sexual relationships with subordinate employees. In the event that a dating or sexual relationship does develop between a supervisor and a subordinate, then the supervisor must promptly report the relationship to the President and CEO. Violation of this policy may result in disciplinary action, up to and including termination of employment. Furthermore, co-workers are strongly discouraged from dating or pursuing romantic or sexual relationships with each other.

### ***Relationships with Parents***

The Biome employees are required to maintain courteous and professional relationships with the parents or guardians of students. To avoid any conflict of interest and to prevent favoritism, morale problems, disputes, misunderstandings, and claims of unfairness, Biome employees are prohibited from entering business relationships with the parents or guardians of Biome students, including babysitting, or serving as nannies.

### ***Relationships with Students***

The Biome employees must maintain courteous and professional relationships with students, including maintaining appropriate physical and emotional boundaries with students. Appropriate boundaries must be maintained regardless of the student's age, the location of the activity, whether the student allegedly consents to the relationship, or whether the employee supervises the student. Employees may not accept other employment or volunteer positions with families of Biome students, such as private tutoring or babysitting, without the express written permission of the President and CEO.

See Policy **3010 STAFF – STUDENT RELATIONS** for details at <https://thebiomeschool.org/current-families/forms/>.

### ***No Smoking Policy***

Employees, guests, and vendors are not permitted to smoke on any of the The Biome's facilities at any time. See Policy **4026 VISITORS TO SCHOOL PROPERTY: Section 3**, for details at <https://thebiomeschool.org/current-families/forms/>.

### ***No Solicitation/Distribution***

Solicitation by an employee of another employee is prohibited while either person is on working time. See Policy **4011 SOLICITATIONS OF STAFF AND STUDENTS** for details at <https://thebiomeschool.org/current-families/forms/>.

## ***Conflict of Interest***

Our employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict between the employee's interests and the interests of The Biome. See Policy **1000 CONFLICT OF INTEREST** for details at <https://thebiomeschool.org/current-families/forms/>.

## ***Public Relations/Statements to the Media***

Inquiries from or statements to media and other interested parties must be referred to the President and CEO. Only The President and CEO or his or her designee is authorized to make or approve public statements pertaining to The Biome operations. No employees, unless specifically designated by the President and CEO, are authorized to make those statements. Any employee wishing to write and/or publish an article, paper or other publication on behalf of The Biome must first obtain approval from the President and CEO/designee prior to publication.

## ***Social Media Policy***

Employees should use discretion when posting content on social networking sites, such as Facebook, Twitter, SnapChat, MySpace, or Instagram, that could negatively affect The Biome's operations or reputation.

Employees are prohibited from disclosing certain confidential information protected by law. This confidential information may include, but is not limited to: educational records or information contained therein, personnel records, information that may jeopardize a negotiation or bid award process with vendors, or other information protected by law.

Employees are also not permitted to make statements which have the appearance of representing The Biome. Employees should be clear that their opinion is their opinion alone and not one of The Biome's.

Social media is a powerful communication tool and therefore is not blocked. Personal social media use is restricted to personal time – this is no different than personal e-mails or phone calls. Employees who excessively use personal social media during working hours are subject to disciplinary action, up to and including termination.

## ***Intellectual Property***

**Ownership:** Employees agree to assign and hereby assigns to The Biome all of the Employees' right, title, and interest (including but not limited to all patent, trademark, copyright and trade secret rights, and all applications or registrations therefor) in and to all Work Product (as defined herein). Employees further acknowledge and agree that all copyrightable Work Product are "works made for hire" under the U.S. Copyright Act of 1976 (as amended) and, consequently, that The Biome owns all copyrights thereto. For purposes of this Agreement, "Work Product" includes, but is not limited to, all ideas, designs, inventions, discoveries, creations, conceptions, improvements, processes, algorithms, technology, know-how, mask works, literary works, software, games, documentation, memoranda, photographs, artwork, and the like which: (i) are



prepared or developed by Employees, individually or jointly with others, during the Employees' employment with The Biome, whether or not during working hours; and (ii) relate to or arise in any way out of (1) current or anticipated businesses or activities of The Biome, (2) The Biome's current or anticipated research or development, (3) any work performed by Employee for The Biome, or (4) any information or assistance provided by The Biome.

**Disclosure of Work Product:** Employees will promptly disclose in writing to The Biome all Work Product. All such Work Product is and shall become the property of The Biome, or its designee, whether or not patentable or copyrightable. Employees will execute promptly upon request any documents or instruments at any time deemed necessary or proper by The Biome in order to formally convey and transfer to The Biome or its designee title to such Work Product, or to confirm The Biome's or its designee's title therein, and in order to enable The Biome or its designee to obtain and enforce United States and foreign patent, copyright, or other rights therein. Employees will perform their obligations under this section without further compensation, except for reimbursement of reasonable out-of-pocket expenses incurred at the request of The Biome. If Employees are unable due to disability or incapacity, to execute any such documents relating to Work Product, Employees hereby appoint each officer and director of The Biome to be Employee's Attorney-in-Fact to so execute such documents on behalf of Employee.

**Preexisting Works Not Assigned:** Employee will specify in a writing delivered to The Biome all preexisting works, not assigned to The Biome, and created prior to Employee's employment by The Biome in which Employee has any right, title, or interest. If Employee provides no such specification to The Biome, Employee will be conclusively deemed not to have any such preexisting works, and all Work Product shall be property of The Biome hereunder.

**Nondisclosure of Course Materials:** Employee acknowledges that The Biome has expended substantial effort and resources in the creation and development of all Work Product and all curriculum and course materials ("Materials") prepared for The Biome's academic and enrichment programs, and that the Work Product and Materials are of substantial value to The Biome. Employee will not make any Work Product or Materials available to the general public or any third party (excepting learners, employees, or contractors of The Biome) without express written authorization by The Biome. Employee's obligations under this section will survive termination of his or her employment with The Biome. Upon termination of Employee's employment, Employee will immediately cease all use of any Work Product and/or Materials, and will destroy or return to The Biome any and all copies thereof in Employee's possession within ten (10) business days thereafter.

### ***Rules of Conduct***

The Biome expects all employees to conduct themselves in accordance with the highest standards of integrity, respect, ethics and fairness at all times. These standards apply to all dealings with learners, parents, guests, co-workers, your manager or supervisor, vendors, and anyone else you deal with during your workday. Please remember that you are a reflection of our company to the outside world.

Noted below is a partial list of the acts of misconduct that may require immediate disciplinary action, up to and including termination of employment. This list is not intended to limit The Biome's right to discipline or discharge an employee for other reasons not listed here, nor does it alter or limit the policy of employment at-will described earlier in this Handbook.

- Abuse or mistreatment of learners.
- Misappropriation of funds or failure to handle funds in accordance with The Biome's guidelines.
- Theft or unauthorized use, possession or removal of The Biome's records or property, or the property of any employee, client or visitor.
- Falsification of or omissions from employment records or other records of The Biome including, but not limited to, test scores, grades and attendance or timekeeping records (e.g., time sheets).
- Unauthorized distribution, dispensation, possession or use of intoxicating beverages or controlled substances on The Biome premises or reporting to work or operating The Biome-owned vehicles or equipment while under the influence of such substances. Failure to submit to reasonable-suspicion testing or conduct that violates The Biome's Drug-Free Workplace Policy.
- Excessive tardiness or absenteeism or failure to call in as required.
- Failure to meet performance standards and/or poor job performance, including an unsatisfactory attitude that detracts from job performance or the efficient operation of The Biome or the learning process.
- Refusal to fully cooperate with The Biome in any investigation related to the workplace.
- Negligent or deliberate destruction or misuse of property belonging to The Biome, or any employee or visitor.
- Improper or illegal discrimination, harassment or retaliation as set forth in The Biome's Equal Employment Opportunity Policy, Anti-Harassment Policy and Policy against Sexual Harassment.
- Failure to report a workplace injury in a timely manner.
- Misrepresentation when applying for sick-time, leaves of absence, or other time off.
- Inducing or assisting another employee in committing any breach of the foregoing rules and regulations.
- Violation of any The Biome rule, policy or standard, including, for example, but not limited to, policies regarding confidentiality of learner educational or medical records or other proprietary information, policies relating to travel and expenses and policies concerning the use of Electronic Resources.
- Fighting or otherwise engaging in disorderly, threatening or intimidating conduct in the workplace, including horseplay or other actions that might endanger others.
- Using abusive or offensive language, making disparaging remarks, being discourteous or otherwise harassing, threatening, coercing or interfering with The Biome employees, learners or visitors.
- Insubordination. Failure or refusal to follow the instructions of your supervisor including refusal to accept a job assignment, direction or reasonable overtime, or behaving in a

disrespectful manner toward a supervisor or in a manner which would undermine his or her authority.

- Creating or contributing to unsafe conditions by an act or by a failure to act.
- Failing to comply with established safety and health rules and safe work procedures.
- Possession of a weapon on The Biome premises or while on The Biome business away from The Biome unless state law specifically gives the employee the right to bring a firearm on the employer's premises and then only in strict compliance with such law.
- Unauthorized absence from your workstation during work hours.
- Violations of The Biome's Electronic Resources policies.
- Loitering, loafing or sleeping during scheduled work hours.
- Gambling or possession of gambling devices other than for a bonafide educational purpose on The Biome premises or the use of The Biome's Electronic Resources for such purposes.
- Soliciting or accepting gratuities or bribes of any nature.
- Smoking on The Biome premises in prohibited areas.
- Unauthorized possession, use or copying of The Biome records or the disclosure of proprietary or confidential information of The Biome to unauthorized persons.
- Unprofessional behavior while working with customers and/or vendors
- Illegal conduct of any kind.

For purposes of these standards of conduct or any other policies and procedures in this Handbook, The Biome premises include any location where school-related functions or activities are taking place, other than an employee's private home.

To the extent permitted by law, certain misconduct committed off-premises or during an employee's personal time, under appropriate circumstances and where impacting The Biome learners or workplace or The Biome's business or reputation, may also require immediate disciplinary action, up to and including termination.

### ***Bullying***

In accordance with Missouri law, The Biome and all schools with which The Biome is in any way associated in the state of Missouri have policies prohibiting students from engaging in intimidation, unwanted aggressive behavior (can be verbal, social/relational, cyber and/or physical), or harassment that is repetitive, or substantially likely to be repeated, and causes another student to reasonably fear for his or her physical safety or property or substantially interferes with the educational performance, opportunities, or benefits of any student without exception, or substantially disrupts the orderly operation of the school.

Bullying takes many forms, generally includes an imbalance of power (such as larger physical size, greater influence over the friendships within a shared or overarching social network, student being bullied has a disability, among other types) and can include many different behaviors, such as, but not limited to:

1. Physical violence and attacks
2. Verbal taunts, name calling, and put downs including ethnically-based verbal abuse and

- gender-based put downs
- 3. Threats and intimidations
- 4. Extortion or stealing of money and possessions
- 5. Exclusion from the peer group
- 6. Ignoring
- 7. Spreading rumors
- 8. Sharing information or images that may be harmful
- 9. Using social media or online tools to exact the same harms as described in 1-8 above.

Bullying is prohibited on school property, at any school function, or on a school bus. Cyberbullying is also prohibited. Cyberbullying is defined as the transmission of a communication including, but not limited to, a message, text, sound, or image by means of an electronic device including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager.

All employees of The Biome are required to immediately report any instances of bullying of which they have knowledge to their supervisor.

### ***Second Jobs***

The high standards of quality service held by The Biome are only possible when all employees give their very best performance. This level of performance may be difficult to maintain when an employee is working more than one job. Taking a second job, including self-employment, is not permitted if such work may reduce your performance while on the job for The Biome or if such work may create a potential conflict of interest.

### ***Staffing – Immigration Law Compliance***

The Biome is required to comply fully with federal immigration laws. As a condition of employment, each employee must present documentation, in accordance with the Immigration Reform & Control Act of 1986, confirming his/her identity and ability to lawfully work in the U.S. If at any time during employment an employee's immigration status changes so that he or she is no longer authorized to work in the United States, that employee must notify their supervisor and/or HR Director immediately. In conformity with its policies regarding falsification of applications or records, The Biome reserves the right to discipline or terminate any employee who provides false or misleading documentation and/or information related to his/her identity and/or work authorization.

### ***Paycheck Deductions***

The Biome is required by law to make certain deductions from your paycheck each month. Such deductions will be listed on your pay stub. Your paycheck may also reflect additional deductions based on employee elections, lawfully required garnishments or deductions based on performance or absences. Please speak with your supervisor if you have questions regarding deductions that appear on your check.

### ***Work Hours Policy***

For those employed at the school level, work hours will be determined by your direct supervisor.

1. Non-exempt employees (those employees who are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) who work over forty hours in any particular week will be paid overtime for those additional hours at the rate of time and one-half unless state law dictates otherwise. All non-exempt employees are required to clock in and out utilizing the time-clock system provided. Concerns regarding FLSA compliance, such as an error in payroll or being required to work “off the clock”, should be brought to the attention of the Principal or Executive Director.
2. Personnel employed in executive, administrative, professional, outside sales or certain computer related capacities are generally exempt from the provisions of the Fair Labor Standards Act. These employees are not required to fill out hourly time records, but must account for daily attendance. Allocation of time must be recorded on the appropriate form as “Regular”, “Vacation”, “Sick”, “Personal”, “Bereavement” or “Jury Duty”. The Biome’s policy regarding salary payments to exempt employees is set forth below.
3. Supervisors will assign overtime (if any) to non-exempt employees as needed. Employees are not permitted to work overtime without the prior approval of their direct supervisor. If The Biome finds that an employee has worked overtime hours that were not approved in advance, appropriate disciplinary action will be taken.
4. Non-exempt employees will be compensated for attendance at lectures, meetings and training programs if such attendance is requested by management.
  - a) Complaint Procedure: Any exempt employee who believes that an improper deduction has been made from his or her pay, shall first bring the matter to the attention of his or her direct supervisor who shall attempt to resolve the matter with the employee on the basis of this policy. If the matter is not resolved within two weeks of the date on which the employee raised the matter, he or she may raise the matter with the President and CEO, in writing or by e-mail. The President and CEO or his or her designee will contact the employee within two business days of receiving the complaint to ascertain the employee’s position, as well as the amount, date and reason for the deduction. The President and CEO, either alone or in consultation with legal counsel, shall determine whether the deduction violates the prohibition against deductions from the wages of exempt salaried employees and will communicate the decision to the employee in writing no later than two weeks after the initial complaint by the employee. If the deduction is determined to be inappropriate, the employee will be reimbursed by the next regularly scheduled pay day.

## ***Visitors***

If you are expecting a visitor, please note that all visitors must first check in at the reception area, and that visitors are not allowed in any area of the building without being accompanied by an authorized employee and for official school business. Please note that State or local health mandates may modify visitor access. Please see your supervisor with questions. See Policy **4026**

**VISITORS TO SCHOOL PROPERTY** for details at <https://thebiomeschool.org/current-families/forms/>.

### ***Travel Reimbursement***

For those employees who are authorized to travel, there is a reimbursement procedure. Please contact the President and CEO with any requests for the written procedure and/or any questions.

# **POLICY ON USE OF COMPANY PROPERTY**

## ***Bulletin Boards***

Bulletin boards are reserved for the exclusive use of The Biome for posting work-related notices or notices that must be posted pursuant to local, state and federal law. From time to time, special notices and information for employees will be posted by The Biome on the bulletin boards. Please check the boards regularly for these notices.

## ***Technology Acceptable Use***

The Biome provides a computer network and related software and hardware to conduct its business and may also provide a phone system and related hardware and software for that purpose. The Biome relies on these Electronic Resources for that purpose. To ensure that their Electronic Resources are used properly by The Biome employees, independent contractors, agents and other users, The Biome has adopted a Technology Acceptable Use Policy. See **Policy 4014 TECHNOLOGY ACCEPTABLE USE** at <https://thebiomeschool.org/current-families/forms/>.

## ***Use of Equipment***

All The Biome property – including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines and vehicles – is provided for The Biome business use. The Biome reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of retrieving or protecting its property, for determining whether any policy of The Biome has been violated, when an inspection and investigation is necessary to promote safety in the workplace or compliance with state and federal laws, or for any other legitimate business interest. These inspections may be conducted during or after business hours and in the presence or absence of the employee. By using The Biome's property, users expressly waive any right of privacy in anything they create, store, send, receive or maintain in The Biome property, including, but not limited to, desks, storage areas, work areas, lockers, and file cabinets, facsimile and duplicating machines, company vehicles and Electronic Resources.

Employees are expected to properly use and maintain in good working order all The Biome property and equipment made available to them to perform their jobs. Employees who lose, steal or misuse The Biome's property shall be personally liable for replacing or fixing the item and may be subject to disciplinary action, up to and including termination of employment. **The employee will be charged for lost or irreparably damaged property or equipment at replacement cost with the amount being deducted from the employee's payroll thru an Authorization Payroll Deduction Form.**

Employees must strictly limit the use of The Biome's equipment for non-work-related purposes and such use may not interfere with an employee's duties and responsibilities or violate The Biome's policies.

In addition, in order to ensure the safety and security of staff and students, and to protect its legitimate interests, including, but not limited to, its interest in protecting confidential learner and medical information, The Biome reserves the right to question, inspect or search any staff member or other individual entering or leaving The Biome premises or while on The Biome premises, including any bags, briefcases, carrying cases or other items that they may be carrying. Please refer to The Biome's safety and security policies for more detail.

Employees have no right of privacy as to any information or files maintained in or on The Biome's property or transmitted through The Biome networks. For purposes of inspecting, investigating or searching employees' files or documents, The Biome may override any applicable passwords, codes or locks in accordance with the best interests of The Biome, its employees, learners, guests or visitors. All bills and other documentation related to the use of The Biome's equipment or property are the property of The Biome and may be reviewed and used for purposes that The Biome considers appropriate.

Employees may access only files or documents that they have permission to access. Unauthorized review, duplication, dissemination, removal, damage or alteration of files or other property of The Biome or the improper use of information obtained by unauthorized means may be grounds for disciplinary action, up to and including termination.

### ***Use of Stationery and Mail Services***

All engraved or printed The Biome stationery, envelopes and other work materials are for The Biome's business only. These materials may not be used for personal correspondence or non-business-related matters. When signing business letters on The Biome's letterhead, the employee's name and title or position must be used.

Employees are requested not to send or receive personal mail or packages using The Biome's mail services. Employees will be asked to reimburse the cost of postage for non-business-related materials sent through The Biome's mail services.

### ***Use of Real Estate***

The organization's real estate (land, buildings, including space within a building, air rights, water rights, and mineral rights) owned and leased must be used for purposes that contribute to its mission.

All real estate is owned by Youth Learning Center, not by The Biome School, or any entity that is assigned, occupies, or otherwise uses the real estate. No staff unit or individual can enter into a use or lease agreement without the approval authority of the President and CEO.



# **SAFETY, SECURITY AND COMPLIANCE ISSUES**

## ***Health and Safety***

The health and safety of employees and others on The Biome property are of critical concern to The Biome. We strive to attain the highest possible level of safety in all activities and operations. The Biome intends to comply with all health and safety laws applicable to The Biome operations, and to adhere to The Biome's related policies.

To this end, The Biome may rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor immediately; even if you believe that you have corrected the problem. If you suspect a concealed danger is present on The Biome's premises or in a product, facility, piece of equipment, process or business practice for which The Biome is responsible, you should immediately bring it to the attention of your supervisor. The Biome should arrange for the correction of any unsafe condition or concealed danger immediately.

Periodically, The Biome may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact your supervisor or President and CEO for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated and may result in disciplinary action, up to and including termination.

Any learner, teacher or staff member injury, accident or illness must be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

## ***Policy Against Workplace Violence***

The Biome recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of The Biome students and employees is paramount. Therefore, The Biome has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment and/or coercion that involve or affect The Biome, or that occur on The Biome's property or in the conduct of The Biome's business off The Biome property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in The Biome's operations, including, but not limited to, The Biome personnel, contract workers, temporary employees and anyone else on The Biome's property or conducting The Biome business off The Biome property. Violations of this policy by any individual will lead to disciplinary action, up to and including termination of employment, and/or legal action as appropriate.

This policy is intended to bring The Biome into compliance with existing legal provisions requiring employers to provide a safe workplace. It is not intended to create any obligations beyond those required by existing law.

### **Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more The Biome employees. Workplace violence may involve any threats or acts of violence occurring on The Biome premises, regardless of the relationship between The Biome and the parties involved in the incident. It also includes threats or acts of violence that affect the interests of The Biome or that may lead to an incident of violence on The Biome 's premises or against an The Biome employee, student, contractor or vendor or their property. Threats or acts of violence occurring off The Biome premises that involve employees, agents or individuals acting as representatives of The Biome, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- A. Threats or acts of physical or aggressive contact directed toward another individual;
- B. Threats or acts of physical harm directed toward an individual or his or her family, friends, associates or property;
- C. The intentional destruction or threat of destruction of The Biome property or an employee's property;
- D. harassing or threatening phone calls;
- E. surveillance;
- F. stalking;
- G. veiled threats of physical harm or similar intimidation; and,
- H. any conduct resulting in the conviction under any criminal code relating to violence or threats of violence that adversely affect The Biome 's legitimate educational or operational interests.

Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

### **Enforcement**

Any person who engages or is accused of engaging in a threat or violent action on The Biome property may be removed from the premises as quickly as safety permits and may be required, at The Biome's discretion, to remain off The Biome premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by The Biome employees, a judgment will be made by The Biome as to what response is appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is The Biome 's policy to put the threat-maker on notice that he or she will be held accountable for his or her actions and then implement a decisive and appropriate response.

Under this policy, actions may need to be taken to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing policy or procedure of The Biome should be interpreted in a manner that prevents the taking of these necessary actions.

**Important Note:** The Biome will make a sole determination of whether and to what extent threats or acts of violence will be acted upon by The Biome . In making this determination, The Biome may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that workplace violence has occurred or will occur. No provision of this policy shall alter the at-will nature of employment at The Biome.

### **Mandatory Reporting Policy**

School employees who know or have reasonable cause to suspect that a child has been or may be subject to abuse or neglect, or observes a child being subject to conditions or circumstances which would reasonably result in abuse or neglect, by any person (whether a parent, a school employee or a third party) shall ***immediately report such belief to the Children's Division of the Department of Social Services***. The hotline number is 1-800-392-3738, or for hearing or speech impaired, 1-800-735-2466 (voice) or 1-800-735-2966 (text). An online report may also be made by going to the Missouri Department of Social Services webpage. Employees should keep a record of any hotline reports made.

In addition to adhering to the mandatory reporting requirements, the reporter must immediately contact their Supervisor and the Chief Operating Officer when such a report is made. If an employee has any questions regarding whether such a report should be made, the employee should contact the principal for guidance.

### **Non-Retaliation**

The Biome prohibits any manager or other employee from retaliating or taking any adverse action against any employee for making a report or participating in an investigation in accordance with this policy.

### **Penalties for Violations**

In addition to applicable criminal or civil penalties, any employee of The Biome who fails to comply with this policy shall be subject to disciplinary action, up to and including termination of employment. Such discipline may also apply to such actions as requesting others to violate this policy, failing to cooperate with any child abuse investigation or retaliating against an employee for making a report of child abuse.

### **Security**

You should be alert and should report the presence of any suspicious persons to your supervisor, and/or security personnel immediately. You should also maintain in your possession at all times your keys, security passes and identification badge(s). Do not lend these items to anyone who is

not authorized to possess them. Similarly, computer passwords, electronic door codes and any other security access information must not be disclosed to anyone who is not authorized to have that information.

### **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms, or explosives on work premises, while operating organization machinery, equipment, or vehicles for work-related purposes or while engaged in organization business off premises is forbidden except where expressly authorized by the organization and permitted by state and local laws. This policy applies to all employees including, but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to the Chief Operations Officer immediately. Violations of this policy will result in disciplinary action up to and including discharge.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by The Biome to carry a weapon on The Biome property. Any employee who violates this policy will be subject to immediate termination.

#### **1. Statement of Policy**

The Biome recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of The Biome employees is paramount. Therefore, The Biome has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment and/or coercion that involve or affect The Biome, or that occur on The Biome's property or in the conduct of The Biome's business off The Biome property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in The Biome's operations, including, but not limited to, The Biome personnel, contract workers, temporary employees and anyone else on The Biome's property or conducting The Biome business off The Biome property. Violations of this policy by any individual will lead to disciplinary action, up to and including termination of employment, and/or legal action as appropriate.

This policy is intended to bring The Biome into compliance with existing legal provisions requiring employers to provide a safe workplace. It is not intended to create any obligations beyond those required by existing law.

#### **2. Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more employee. Workplace violence may involve any threats or acts of violence occurring on The Biome premises, regardless of the

relationship between The Biome and the parties involved in the incident. It also includes threats or acts of violence that affect the interests of The Biome or that may lead to an incident of violence on The Biome's premises or against a The Biome employee, student, contractor or vendor or their property. Threats or acts of violence occurring off The Biome premises that involve employees, agents or individuals acting as representatives of The Biome, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical/aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his or her family, friends, associates or property;
- c. The intentional destruction or threat of destruction of The Biome property or an employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and,
- h. Any conduct resulting in the conviction under any criminal code relating to violence or threats of violence that adversely affect The Biome's legitimate educational or operational interests.

Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

### **3. Enforcement**

Any person who engages or is accused of engaging in a threat or violent action on The Biome property may be removed from the premises as quickly as safety permits and may be required, at The Biome's discretion, to remain off The Biome premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by The Biome employees, a judgment will be made by The Biome as to what response is appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is The Biome's policy to put the threat-maker on notice that he or she will be held accountable for his or her actions and then implement a decisive and appropriate response.

Under this policy, actions may need to be taken to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing policy or procedure of The Biome should be interpreted in a manner that prevents the taking of these necessary actions.

**Important Note:** The Biome leadership will make a sole determination of whether and to what extent threats or acts of violence will be acted upon by The Biome. In making this determination, The Biome may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that workplace violence has occurred or will occur. No provision of this policy shall alter the at-will nature of employment at The Biome.

## ***Mandatory Abuse Incident Reporting Policy***

### **Section 1. Mandatory Reporting.**

**Section 1.1.** School employees, volunteers, and contractors who know or have reasonable cause to suspect that a child has been or may be subject to abuse or neglect, or observes a child being subject to conditions or circumstances which would reasonably result in abuse or neglect, by any person (whether a parent, a school employee or a third party) ***shall immediately report such belief to the Children’s Division of the Department of Social Services.*** The hotline number is 1-800-392-3738, or for hearing or speech impaired, 1-800-735-2466 (voice) or 1-800-735-2966 (text). An online report may also be made by going to the Missouri Department of Social Services webpage. Employees should keep a record of any hotline reports made. With student safety paramount, the employee(s), volunteer(s), or contractor(s) shall be temporarily relieved of other duties for such time as required to make the mandated report. After the report is made to the Children’s Division, the President and CEO or designee may also make contact law enforcement.

**Section 1.2.** Regardless of the source, The Biome School takes all allegations of sexual misconduct against a student seriously, especially if the allegations involve a The Biome School employee, volunteer or contractor. If a report is received alleging sexual misconduct on the part of an employee, volunteer or contractor to a school employee, volunteer, or contractor, both that employee, volunteer, or contractor and the President and CEO shall report the allegation to Children’s Division.

**Section 1.3.** No internal investigation shall be initiated until such a report has been made, and even then the internal investigation may be limited in accordance with law if the report involves sexual misconduct by a school employee, volunteer, or contractor. The Biome School may investigate the allegations for the purpose of making employment decisions.

**Section 1.4.** Employees who make such reports to Children’s Division must notify the President and CEO that a report has been made. No supervisor or administrator may impede any reporting under state law.

**Section 1.5.** No employee making a good faith report in accordance with this policy shall be subject to any sanction, including any adverse employment action, for making such a report.

### **Section 2. Training**

The President and CEO or designee shall implement annual training necessary to assist staff members, volunteers and relevant contractors in identifying possible instances of child abuse and neglect, including annual updates regarding any changes in the law. Such training shall:

1. Provide current and reliable information on identifying signs of sexual abuse in children and danger signals of potentially abusive relationships between children and adults.
2. Emphasize how to establish an atmosphere of trust so that students feel that their school has concerned adults with whom they feel comfortable discussing matters related to abuse.
3. Emphasize that all mandatory reporters shall, upon finding reasonable cause, directly and immediately report suspected child abuse or neglect. These reports must be made even if the person suspected of abusing the child is another mandated reporter, such as another school employee.
4. Emphasize that no supervisor or administrator may impede or inhibit any reporting under state law.
5. Emphasize that no person making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report.

## ACKNOWLEDGEMENT

I acknowledge that I have received a copy of The Biome’s Employee Handbook and that I am responsible for becoming familiar with its contents. I understand that nothing in the Handbook creates a contract of employment, either expressed or implied. I also understand that nothing herein alters the employment-at-will relationship that exists between The Biome and me.

I also understand that the policies and procedures described in these guidelines are subject to the interpretation of management and may be modified from time to time with or without notice.

I understand that the benefit plans and programs described in this Handbook are summarized only, and the plans are controlled by the legal documents that describe the plans. I further understand that the benefit plans and programs may be modified, amended or cancelled at any time. To the extent there are any conflicts between what is contained in this handbook and the policy itself, the policy controls.

**I understand that it is my responsibility to acquaint myself with the contents of this Handbook, that this Handbook is not a contract of employment for any purpose or for any specified duration and that my employment with The Biome is “at-will,” meaning that either The Biome or I may terminate my employment at any time, with or without notice and with or without reason, unless I have a written contract signed by the Board Chair or his or her designee specifying otherwise. I further understand that no other communication from The Biome shall constitute a contract of employment for any specified duration or alter the “at-will” nature of employment. I hereby agree to abide by the rules, regulations and policies of The Biome.**

This Handbook supersedes any previous employee manuals or handbooks that may have been issued by The Biome.

- I agree to comply with all The Biome policies and procedures contained within this Handbook.
- I understand and acknowledge that I am required to read and agree to comply with The Biome’s Anti-Harassment Policy, The Biome’s Policy against Sexual Harassment and The Biome’s Harassment Complaint Procedure.
- I understand and acknowledge that, if I have any questions concerning this Handbook or do not understand any of its contents, I should contact The Biome’s President and CEO.

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Employee Name (please print)

---

Employee Signature

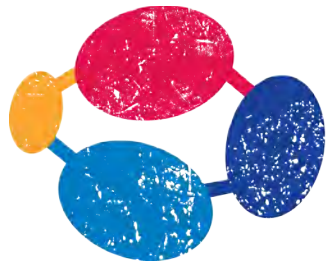
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Date



**Employee Note:** You are required to sign this form and return it to The Biome’s Human Resources Department. If you are reviewing this Handbook via the internet, please print this page, sign and date it, and return it to the Human Resources Department.

Thank you.



THE  
**BiOME**  
STEAM SCHOOL

## FAMILY HANDBOOK

2022 - 2023



**We turn individual potential into achievement**

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# INTRODUCTION

## Letter from our Principal



Dear Biome Families,

Welcome to the 2022-2023 school year at The Biome! We are so excited about the opportunities available to Biome learners during the new school year. After two years of restrictions implemented to mitigate the risk of Covid spread, we are thrilled about the prospect of providing learning opportunities which allow Biome students to learn outside of our campus and to open our buildings to Biome families and friends for community building and collaborative learning. As always, we will continue to focus on educational experiences that encourage learners to explore, to respectfully challenge ideas, to question, and to set goals that are simultaneously challenging and attainable. These lessons push our students to engage in productive academic struggles, which further support their learning and promote a mindset for growth. When students set appropriately challenging goals and achieve those goals through their sustained efforts and enduring diligence, they experience learning more joyfully and with greater levels of confidence. Our hope is for students at The Biome to be confident and joyful learners, who recognize the value of hard work, learn from academic setbacks, and embrace meaningful challenge. To this end, we are overjoyed about working with you and your children during the 2022-2023 school year.

At The Biome, literacy and mathematics are central to the academic program. Reading and writing are integrated throughout the curriculum, thus allowing students to explore literacy from many angles, and mathematics provides a space for your children to develop and hone skills in critical thinking and problem solving. Though mathematics and literacy may be viewed as mutually exclusive disciplines, in fact, learners at The Biome will have learning experiences in which these two subjects are merged, such as when exploring mathematics through the real-world perspective.

Throughout the school year, students will learn from a range of individuals – guests, volunteers, academic coaches, and, of course, talented and inspired educators, who are committed to the learning and growth of your children. As a member of The Biome School community, you, too, will be instrumental in the learning process for your children by participating in school experiences, such as teacher conferences, special programs, scheduled schoolwide meetings, and PTO events. We look forward to partnering with you!

We recognize that each child attending The Biome is different and comes to school with a unique mix of strengths and challenges. Recognizing their uniqueness, we commit to providing the support and resources that meet the needs of each individual learner. Additionally, the staff and I are dedicated to creating learning experiences that inspire students and instill the importance of a growth-minded approach to learning.

As you think about the upcoming school year, I hope you will take some time to review this handbook, as it is provided to help you find answers to questions you might have. However, if your questions extend beyond the scope of this handbook, please don't hesitate to reach out to me directly.

With warm regards,


Julie Finnie Harris

## Definitions and Acronyms

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### DEFINITIONS – ACRONYMS – ICON KEY

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 Valuable information

 Make a note

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**Absence** - Non-attendance in a regularly scheduled class or activity regardless of the reason for such non-attendance

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**Parent** - A custodial caregiver who has physical or legal custody of a child

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**Learner** - Student attending The Biome School

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**Classroom Leader** - A certified teacher responsible for helping learners navigate educational opportunities in their homeroom at The Biome

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**Inquiry** - rather than presenting a set of facts, uses student inquiries, questions, interests, and curiosities to drive learning

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**Mind & Movement Leader** - A teacher who helps learners understand the connection between physical health and mindfulness through a variety of fun physical activities outdoors and in our gym

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**Music Leader** – A teacher who teaches music (voice and instrumentation)

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**Adaptive Thinking Leader** - A teacher who supports learners and staff as they learn about various forms of technology, hands-on skills, and growth mindset

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**STEAM** - Science, Technology, Engineering, Art, & Math: “STEAM uses design principles and processes from the arts to manipulate science, tech, engineering, and math (arts act as a catalyst for STEM); STEM and arts integration combined. STEAM is not a [curriculum](#), but rather an approach to teaching and learning rooted in authentic cross-curricular integration.” – Education Closet

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**Tardy** - Not being present in your class by 8:00 AM

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**PBL** - Project or Problem Based Learning

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**President & CEO** - Superintendent of The Biome School

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**Principal** - Administrator responsible for guiding the academic and social- emotional learning (SEL) of all learners and staff of The Biome School

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**LEA** – Local Educational Agency (The Biome School is a LEA)

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**PTO** – Parents Teacher Organization

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**Growth Mindset** – “a belief that their most basic abilities can be developed through dedication and hard work—brains and talent are just the starting point. This view creates a love of learning and a resilience that is essential for great accomplishment,” Carol Dweck

---

**IEP** – An IEP is more than just a written legal document (or “plan”). It’s a map that lays out the program of special education instruction, supports and services kids need to make progress and succeed in school. The term IEP is also used to refer to the written plan that spells out the specific types of help the child will get. The IEP program and plan are covered by special education law, or the Individuals with Disabilities Education Act (IDEA).

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**504 Plan** - 504 plans are formal plans that schools develop to give kids with disabilities the supports they need. These plans prevent discrimination and protect the rights of kids with disabilities in school. They’re covered under [Section 504 of the Rehabilitation Act](#), which is a civil rights law.

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## Contact Information


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### CONTACT

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• [www.facebook.com/thebiomeschool](http://www.facebook.com/thebiomeschool)

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## Communication at The Biome

In an effort to promote and enhance effective communication between parents, teachers and administration, we ask that any problems or concerns be routed to the appropriate person as soon as possible. Part of problem solving is making sure the right people are aware and involved in the resolution process.

Family Coordinator	Classroom Leader	Principal	President and CEO	Director of Operations	Dean of Students	Extended Day Services Manager
Attendance	Child's Progress	Academic Policy	Donations	Facilities Management	Student Accountability	Before and Aftercare Services and Accounts
School Registration	Classroom Activities	Teaching and Learning	Facilities		Leadership Training	
General Questions	Class Procedures	SPED Services	Legal Matters		In/Out School Suspensions	Lunch Accounts
	Daily Scheduling Field Trips	Academic Intervention Services	Parent Education School Policy			

Parents who wish to address specific issues or concerns about their child's education are asked to speak first to their child's Classroom Leader to seek a suitable resolution. Unresolved issues should be brought to the attention of the Principal who has primary responsibility for management of the school. The “chain of communication” is the following:

- ① Classroom Leader or Specialist
- ② Principal
- ③ President and CEO
- ④ The Biome School Board

## The Biome School Board

- ❖ Brian Phillips, Interim Chair
- ❖ Tim Houghton, Treasurer, Member
- ❖ Ellen Mocerri, Secretary, Member
- ❖ Fred Burdell, Member
- ❖ Jessica Cochran, Member
- ❖ Jeff Gamble, PhD, Member
- ❖ Dan Garcia, Member
- ❖ Amy Hulse, Member
- ❖ Dr. Damion Jones, Member
- ❖ Joe White, Member
- ❖ Alex Zaks, Member

## The Intent of this Handbook

It is our hope that the following procedures support a culture of inclusiveness and high standards for learners, parents, and staff. Learners need both accountability and structure, but also enough freedom to develop their ability to choose well among different options. It is the responsibility of parents and The Biome Staff to support learners by placing them in the best possible position to succeed by reinforcing positive behaviors and discipline for the choices that they make.

## Our History

☑ Established in 2003, Youth Learning Center (YLC), a 501(c)(3), has a fourteen-year track record of working with students across the Greater St. Louis Area. YLC was founded as an afterschool STEAM option for public school students, based on the core belief that all students could thrive and reach their potential if given the opportunity and resources. Early on, our founders concluded that YLC would not serve children through sports/activity related programming; therefore, we concentrated on academic programs in mathematics, language arts, science, computer science, entrepreneurship, and civic leadership.

Launched with an initial group of sixty students, Youth Learning Center quickly gained a reputation for high-quality programs. For 13 years, our after-school and summer programming provided youth, grades 1 – 8 with access to 21st century STEAM (Science, Technology, Engineering, Art, & Math) education, state-of-the-art technology, and rigorous academic support not readily available in low-income communities.

Creative learning opportunities helped students develop essential literacy and math skills while they explored high tech skills such as engineering. Volunteers from corporate supporters and universities like University of Missouri St. Louis, Saint Louis University, and Washington University supported our ability to provide intensive personal attention from caring adult role models who helped children realize their potential.

During the pinnacle of our after-school and summer programming, YLC grew to serve approximately 400 children annually, through our premium after-school and summer program, and other specialized program offerings.

Our commitment to quality led to program expansion within our facility and partnerships with local youth organizations wanting to provide similar programs to their students. In 2012, the quality of our work was noticed by Deaconess Foundation who named YLC as a Deaconess Impact Partner, providing an investment of \$700,000 over four years to support staff training, back-office infrastructure, and program development. Youth Learning Center was one of six organizations chosen for the competitive Deaconess Foundation Impact Partnership from among more than one hundred initial applicants.

2012 also marked the most significant governance decision of the organization's history as our Board of Directors voted to explore opening a world-class charter school, The Biome School.

Our journey towards opening The Biome School began in 2010 when Bill Kent Jr., then Executive Director of YLC, suggested that we could improve our student outcomes through the establishment of a charter school. The Board of Directors subsequently approved a feasibility study, followed by two years of intensive planning.

The Biome School was incorporated as a subsidiary 501(c)(3) of YLC in 2014 and opened its doors to sixty incredible students on August 10, 2015, marking the culmination of more than a decade of

expertise in youth development and education. The Biome School is a model for integrating student-centered learning, project-based opportunities, and STEAM (Science, Technology, Engineering, Art, and Mathematics) education.

The Biome began as a K-1 school (in 2015-16) and plans to grow by one grade each year, eventually operating as a K-5 school by 2019-20. The school's model focuses on building a strong foundation of literacy and math in the early grades (K-2) to ensure that The Biome students are prepared to engage in accelerated and individualized STEAM coursework and projects beginning in grade 3. Students completing our academic program at grade 5 will be on track to thrive in middle school and beyond.

Despite our short existence, many would be surprised to learn that the organization's origins began in the 1940s, in a small sharecropping community on the outskirts of Shelby Mississippi. In the fields of Shelby is where one of our founders, Willie L. Kent Sr., learned the values of hard work, high standards, self-determination, and faith. His childhood in Shelby also taught him the reality of race and that equality of personhood does not equate to equality of opportunity. At the age of 13, he stood in fields of Shelby and watched daily as school buses drove past the crops in which he spent his days and formative years. Willie grew up without a father and was responsible for helping to support his family. This reality, along with the challenges of poverty and race relations, made attending school impossible.

Frustrated by the lack of opportunity and rejecting life as a sharecropper, Willie left Mississippi at the age of 19 and landed in St. Louis. He married later in life and with an excellent mechanical mind, succeeded in raising five children and kept the promise that he made to himself on a sweltering day in the fields of Shelby. "My children will never be forced to work while other children go to school," he told himself. Willie kept that promise, but it was not enough. He wanted to provide opportunities for all children, especially those from underserved communities.

Living out his faith, Willie worked to open a homeless shelter, youth gardening program, and youth tutoring programs. Willie took on this commitment as a volunteer while leading a small church and holding a full-time job. With an authentic spirit and soft tone, he was always able to convert others to his service-oriented way of thinking. Inspired by Willie's passion for service were the co-founders of Youth Learning Center, Ray Ford, and Judy Deluca-Ford.

Ray and Willie met as co-workers at Buckeye International, a manufacturer of commercial cleaning related products. Ray and Willie first became acquainted through their work on Willie's homeless shelter and youth gardening programs. Their friendship was one of mutual respect, admiration, and a shared faith.

Ray credits Willie as his primary motivator for public service. Ray wanted to help Willie achieve his goal of working with and for young people. When Ray and Judy saw what Willie was doing – helping so many with so few resources, they were inspired. Ray often tells the story of how he believes the Lord spoke to him repeatedly; that Ray was to build a youth center – period. Although Ray tried to say he was retired, the Lord had other plans for him. So instead of retiring to Florida, he returned to St. Louis and embarked on building Youth Learning Center with Willie.

The YLC facility was constructed with funding from the Ford Family Charitable Fund in 2003. The original building provided 15,000 square feet of learning space until a 2010 renovation added 500 square feet, bringing the current facility square footage to 15,500.

Ray was always involved in community service, whether it was the Partner’s Campaign for YMCA for many years, the St. Louis Symphony, his church, missions for relief in Africa, bibles for those in the Middle East or Salvation Army, United Way, local hospitals, animal shelters, the list goes on and on.

With Willie and Ray setting the standards, Youth Learning Center served over 1000 students in its STEAM and education programs. Furthering our mission, The Biome School reflects Willie and Ray’s values of hard work, high standards, and self-determination. Their example of faith ensures that love tempers all of our decisions and guides the way in which we serve children and our families; “Our children come first!”

## Our Mission Statement

We engage students in an individualized and challenging, yet nurturing, educational environment, enriching their minds and cultivating confident and creative builders of the future.

## Staff and Learner Standards for Excellence

At The Biome, staff and learners commit to a set of standards that support our core beliefs and our culture of learning and relationship building.

### Our Core Beliefs

- ❖ Sharing the Promise of Education
  - We believe education is the key to a better life. We are committed to promoting the values of education to our families, our children, and the communities in which we work.
- ❖ Striving for Educational Equity
  - We believe every child can learn but does not necessarily have the opportunity. We are committed to creating access to quality educational opportunities for all students. We will deploy our resources to support students in their pursuit of education and a productive life.
- ❖ Requiring Excellence of Ourselves
  - We set high standards and expect excellence and innovation in our work product and outcomes. We believe in the potential of every child and, as educators, we are committed to guiding each student to achieve his or her best effort.
- ❖ Cultivating a Culture of Integrity

- We believe in accountability through measurable outcomes and results. Our board of directors and staff are committed to accomplishing our goals through ethical means and upholding the pledge that our children come first.

## COVID-19 Protocols

Please see the 2022-23 Safe Return to School Plan (<https://thebiomeschool.org/current-families/reopening-the-biome/>) for COVID-19 and infectious disease mitigation/emergency protocols. Protocols in the Safe Return to School Plan take precedence over procedures within this guide that do not specify social distancing and or masking practices.

## School-Family Compact

The primary goal of education at The Biome is to develop intellect and character. Social-emotional learning (SEL) and growth mindset are foundational pieces of our culture, staff development, academic model, and curriculum. The tenets of SEL and growth mindset serve as the building blocks for our learners' academic success and lifelong learning. At The Biome, our learners' individual gifts, talents and interests are recognized and valued as tools to increase their love of learning.

*Parental involvement plays an important role in student success.*

In order to achieve these goals, The Biome works closely with learners, parents, and guardians to create an educational experience that both meets the needs of each unique learner and contributes to their academic success.

This School-Family Compact outlines the expectations and responsibilities of each member of our learning community. Please see the appendix for a copy to sign and return as soon as possible.

### **Throughout the school year, teachers, interventionists, and/or administrators will:**

- Create a safe and productive learning environment
- Communicate clear information about classroom and schoolwide expectations, assignments and due dates, assessment schedules, school schedules, promotion and retention policies, and other pertinent school information
- Provide instruction, guided practice, and independent learning opportunities that support academic growth
- Differentiate instruction to meet the learning needs of each individual student
- Ensure that students understand how to access learning materials (i.e., assignments, assessments, and activities)
- Help students develop academic stamina and engage in productive struggle
- Update parents/guardians regarding students' academic, social-emotional, and behavioral growth/concerns

- Partner with parents/guardians to promote the academic, social-emotional, and behavioral development of students
- Ensure full compliance with all DESE and Federal Programs' Policies

**Throughout the school year, students must:**

- Participate actively in their learning
- Be open to making mistakes as part of their learning process
- Complete all independent work (both at school and at home) thoughtfully
- Submit all independent work on time
- Adhere to schoolwide and classroom rules/expectations
- Come dressed in the approved school uniform
- Arrive rested and ready to learn

**Throughout the school year, parents/guardians must:**

- Ensure that children attend school every day, arriving on time and staying for the entire school day
- Provide a space in the home for their children to read and complete independent work
- Help their children establish routines (i.e., sleep and wake schedules, designated times for completing assignments)
- Help their children track upcoming assignments and due dates, and ensure that independent work is completed and submitted on time
- Provide learning support (as needed) that aligns with the instructional strategies introduced at school
- Guide children in the completion of independent work (as needed) without doing the work for them
- Promptly read and respond to school communications
- Communicate with the principal, classroom leader, and/or social worker if current life circumstances make it difficult for children to fully engage in learning

## Social Media Expectations

Social networking means opening up and sharing information online with others, but it is important that children and parents alike exercise judgment and empathy when using these platforms.

We take cyberbullying very seriously. It is our goal to educate all our school families about internet and social media safety. We ask that all parents work with school staff to solve any disputes. Social media is not the proper venue to effectively solve disagreements and if used improperly, these platforms can make matters worse. If you are experiencing cyberbullying by a member of The Biome Community, or suspect that your child may be experiencing cyberbullying, please contact your school administration immediately.

## What is a Charter Public School?

A charter school is a public school that is organized differently than traditional district public schools. A charter public school is governed by an independent school board whose only focus and responsibility is that particular school. This allows charter schools to be hyper-responsive to the needs of students and families enrolled in them. In exchange for this independence and freedom, charter schools operate under contracts (or “charters”) that allow them to be closed or replaced for failing to reach specific academic and non-academic goals, or for failing to operate in a responsible manner. Charter public schools are public schools, they are free and open to all students in the districts where they operate and are accountable for specific results.

### How are charter public schools accountable?

Charter public schools are held accountable in many of the same ways traditional public schools are held accountable. As a different public-school model, however, there are accountability mechanisms unique to charter public schools.

A charter public school must have a sponsor to open and continue operating (in Missouri, sponsors are typically colleges and universities). A Missouri charter public school is accountable to its sponsor for specific academic and non-academic outcomes outlined in the school “charter” (or contract). Charter public schools are also accountable to the Missouri Department of Elementary and Secondary Education (DESE). Most significantly, however, charter public schools are accountable to the students and families attending them. If charter public schools are not delivering value to the families enrolling in them, they will close regardless of performance or promises.

## Support The Biome School

You can support your child(ren) and other learners at The Biome School by subscribing to eScrip and/or Amazon Smiles. Learners at The Biome School benefit while you shop! To sign-up, please visit the following sites, select “sign-up” and choose The Biome School as your charity:

eScrip: [www.escrip.com](http://www.escrip.com)

Amazon Smile: [www.smile.amazon.com](http://www.smile.amazon.com)

## University of Missouri St. Louis (UMSL) Information

Charter public schools in Missouri require sponsorship from a university to provide oversight and support to the school.

### UMSL’s Role

A Missouri charter public school must have a sponsoring agency to open and continue operating. In most cases, that agency is a local university (school districts and the Missouri Charter School Commission can also sponsor). A charter public school is accountable to its sponsor for specific



academic and non-academic outcomes outlined in the school “charter” (or contract). Charter public schools, such as The Biome School, are also accountable to the Missouri Department of Elementary and Secondary Education (DESE) and are subject to the federal No Child Left Behind Act. Most significantly, however, The Biome School is accountable to the students and families attending. Both the Dean of the College of Education, Ann Taylor, and the Executive Director of UMSL’s Charter School Office, Susan Marino, believe that the sponsor’s responsibility is to hold its schools accountable to its students and their families through vigilant oversight. UMSL regularly evaluates our school in the areas of student performance, governance, leadership, and finance to ensure that our school is compliant with state and federal statutes. UMSL deeply believes in the visions of our school. If the students they serve are successful, their lives will be transformed through their ability to access the same opportunities available to their counterparts living in suburban school districts. UMSL believes it is their primary role is to support The Biome School Community in its quest to reach the visions for our students. UMSL actualizes their support in three ways:

- ❖ Partnership: They Work together with their schools to assess progress towards their vision, identify areas for improvement and develop solutions to address them.
- ❖ Empowerment: Provide direct resources from UMSL and the Charter School Office to school leaders that enable them to accelerate progress towards their vision.
- ❖ Connection: Connect charter public schools to local, state, and national resources that support their efforts to achieve their vision.

# STUDENT INFORMATION



## Admissions

The Biome is a K-5, tuition-free, and public charter school. The Biome shall not discriminate on the basis of race, color, religion, sex, national or ethnic origin or physical handicap or disability, with regard to the recruitment or admission of learners to programs, activities or courses or the rights or privileges accorded or made available to learners. Recruitment, admission, educational policies, and other school-administered program decisions shall be based upon qualifications of the learners and other nondiscriminatory factors.

If applying for kindergarten your child needs to be five years old prior to August 1<sup>st</sup> when applying for the upcoming school year.

### Registration Steps

- ❖ Review the website and complete the pre-enrollment form prior to the lottery date.
- ❖ Sign-up to tour the school.
- ❖ If accepted, attend a registration session to receive important documents and complete enrollment paperwork.

**Seats are not secured until the entire registration process has been completed.**

## Enrollment Requirements

Residents of the City of St. Louis who wish to enroll their children must bring the following items to the school:

- ❖ **Immunization records** - There are no changes in the requirements for student immunizations for the 2022-23 school year. Under the Missouri Code of Regulations, Immunization Requirements for School Children 19 CSR 20-28.010, it is vital that our families partner with the school to ensure that every learner is protected.
- ❖ **Original Birth certificate**
- ❖ **Proof of residency** – Proof of residency includes a lease agreement, mortgage statement, or current paid real estate tax statement, or an original, current home utility bill (gas, water, or electric), which provide the name and address.
- ❖ **Individualized Education Plan or Section 504 documentation** or other specialized instruction information including


### COVID-19 Vaccinations

The Biome School does not mandate COVID-19 vaccinations for students or parents within its school community, however, we do recommend that families speak with their medical providers about the

benefits and risk available vaccines. To learn more about the facts and myths of COVID-19 vaccines, visit <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/facts.html>.

## Arrival & Departure Procedures

The revised arrival and dismissal procedures meet the City of St. Louis Health Department requirements and aim to help keep our staff, families, and learners safe.

 The Biome School is open Monday through Friday from 6:30 AM until 6:00 PM

- ❖ **Before Care:** 6:30 AM – 7:59 AM
- ❖ **School Arrival:** 7:40 AM – 7:59 AM
- ❖ **School Day:** **8:00 AM** – 3:30 PM
- ❖ **Pick-up:** 3:30 PM – 3:45 PM
- ❖ **After Care:** 3:45 PM – 6:00 PM

### Morning Arrival

**Please note: Learners can be dropped off for the regular school day beginning at 7:40 AM**

- The front lobby will be closed for the duration of the drop-off period. Families arriving on foot should check-in at the northwest entrance.

### Learners Arriving for Before-Care

- Students arriving for before-care should enter the north-west parking lot by ringing the doorbell to obtain entry.
- Health screenings are required for learner's attending before care services.

### Visitors

**The Biome school requires health screenings and face coverings for all visitors when entering the school beyond the vestibule (e.g., parents/guardians, health officials, business officials, vendors who provide necessary services for the school).** Visitors answering "YES" to any of the screening questions are not permitted to enter the school building and must exit the vestibule area.

**\* Please note: Parent tours and observations will not be allowed without prior approval. All safety conditions must be met to mitigate the exposure of COVID-19 in the school environment.**

### Separation Anxiety

If your child is experiencing separation anxiety, we ask that you practice the following tips to begin to help your child overcome this obstacle:

- ❖ Practice separation. Leave your child with a caregiver for brief periods and short distances at first.
- ❖ Schedule separations after naps or feedings. Children are more susceptible to separation anxiety when they're tired or hungry.
- ❖ Develop a "goodbye" ritual. Rituals are reassuring and can be as simple as a special wave through the window or a goodbye kiss.
- ❖ Keep familiar surroundings when possible and make new surroundings familiar.
- ❖ Have a consistent primary caregiver. If you hire a caregiver, try to keep her or him on the job.
- ❖ Leave without fanfare. Tell your child you are leaving and that you will return, then go – don't stall.
- ❖ Try not to give in. Reassure your child that he or she will be just fine—setting limits will help the adjustment to separation.

(Source: [help.guide.org/articles/anxiety/separation-anxiety-in-children.htm](http://help.guide.org/articles/anxiety/separation-anxiety-in-children.htm))

## Evening Departure


We will begin dismissal from class at **3:30 PM**. All learners will wait with staff to be picked up. We will attempt to make pickup flow as smoothly as possible. Car riders and children walking home from school with parents will exit the main building and will be supervised and escorted to your vehicle by a staff member. Parents will receive a placard from the office to display in their vehicles. A maximum of two placards will be provided to each family and are used as part of our safety procedures to ensure that learners are released to the approved adults. Your child will be released to individuals with your family's placard. Please make sure it is kept in a safe place. If the adult picking up the learner does not have a placard, they must pick up their learner in the front office where they will be asked to show a photo ID.

Drive-through pick up will be from 3:30 PM - 3:45 PM each day. Beyond that point, learners will go to the front office to wait to be picked up from that location. **If a child is not picked up by 3:50 PM., there will be a charge of \$15.00 to be paid at pick up time.**

## Non-Parent Pick-Ups

Please make sure that The Biome has a list of all people other than parents who are authorized to pick up a child. We appreciate a reminder call when this pick up is out of the ordinary. After checking the authorized list, we will check the person's ID before the child is released. If the person is not on the list, the child will not be released to them unless you come in to add them to the list.

## Late Pick-Ups

 If you are unexpectedly delayed at dismissal time, parents should call the school immediately. Leave a message on the school voice mail if no one can answer your call. **If the child is not picked up by 3:50 PM, a fee of \$15.00 a day will be required upon pick up of learners.**

## Attendance

- ❖ **School Arrival:** 7:40 AM – 8:00 AM
- ❖ **School Day:** **8:00 AM** – 3:30 PM

The school building OPENS to learners not enrolled in before care at 7:40 AM. Learners should not arrive on school premises prior to 7:40 AM, as there is no adult supervision available at this time except for before care supervision. Please check The Biome school website for before and after-care services.

Regular school attendance is essential to a learner's ability to learn and to flourish at The Biome.

**Absenteeism, tardiness, and early departures** place your children at a disadvantage and impacts their ability to participate fully with their fellow learners. Your family can support the academic progress of your child and other learners, as well as contribute to the financial health of The Biome by ensuring regular, on-time attendance.

Parents must call the school if a learner will be tardy or absent. The main office opens at 7:30 AM. It is The Biome's policy to contact parents regarding a learner's unexcused absence on the day of the absence.

Parents or guardians are expected to notify the school by telephone, on the day of an absence, and send a signed note of explanation upon the learner's return. If we have not received a call or message, you will receive a phone call home. Learners should submit the note to the Classroom Leader of their homeroom immediately upon entering the building. The administration may request a physician's statement if circumstances warrant.

Research shows that missing 10 percent of the school, or about 18 days in most school districts, negatively affects a student's academic performance. That's just two days a month and that's known as chronic absence.

## Truancy

The Biome believes regular attendance is important to academic success. Therefore, problems with attendance on the part of any learner will be investigated and acted upon promptly.

Truancy is defined as deliberate absence from school on the part of the pupil with or without the knowledge of the parent/guardian and for which no justifiable excuse is given. When a pattern of truancy becomes evident, the Principal will investigate and take such action as circumstances dictate.

Section 210.115 R.S.Mo. mandates reporting to the Children's Division when there is reasonable cause to suspect that a student's nonattendance is due to the educational neglect of the parents/guardians.

Any school official or employee who knows or has reasonable cause to suspect that a student is being subjected to home conditions or circumstances which would reasonably result in truancy will

immediately report or cause a report to be made to the Principal, or his/her designee, who will then become responsible for making a report via the Student Abuse Hotline to the Children's Division.

### Vacations

The school discourages the practice of taking family vacations on school days or during times other than regular school vacation periods. If a student will be out of school for a family vacation, the student will be responsible for making up any work upon returning. When you must schedule a family trip during scheduled school days, contact the Principal at least one (1) week in advance to discuss how your child will complete missed assignments.


### Early Dismissal

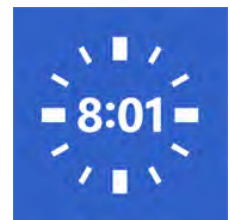
Parents should make every effort to adhere to regular dismissal times. Help your child attain a 95% or better attendance rate by scheduling appointments in advance and on non-school days. If a child needs to be dismissed early, the parent must send a note to school with the child or call the school. Due to end of day activities, learners will **not** be dismissed through the front office between **3:15 & 3:30 PM**. They must be picked up through the carpool dismissal process.

Parents must provide the main office with names and telephone numbers of adults who may pick up their child. Parents should update the names in person. **Only authorized adults, age 18 or older, whose names are on the emergency list for the child in the main office, may pick up that child. Photo identification is required for picking up learners. Please advise any adult picking up your child that a photo id is required.**

As a reminder, excused and unexcused early dismissals count towards absences and may result in truancy.

### Late Arrival

 Learners are tardy when they are not in the classroom by 8 AM. If your child arrives after the designated time, the parent must accompany the learner to the front office and sign the child in. The learners will receive a pass from the office.



As a reminder to families, excessive tardiness and absences have a negative impact on your child's opportunity to learn.

## School Closings

### Full Day School Closings Due to Inclement Weather

Most emergencies involve the weather. Procedures have been developed to ensure safety and security for all children when they are under the care of The Biome School. Parents are encouraged to keep informed of weather patterns and possible school closings and to make sure childcare arrangements are in place for emergency closing of school.

If school is closed, it will be broadcast on local television. Additionally, closures will be posted on The Biome website and Biome families will receive notification by email, phone, or Class Dojo.

### Early Dismissal Due to Emergencies

In the case of early dismissals due to emergency school closings, families should have a plan in place for their child to be picked up from school. If an early dismissal is necessary, attempts will be made to notify parents/guardians by email, phone and/or text. We will also attempt to communicate with parents about cancellation of the aftercare program. If you think that there may be a change in dismissal time, please call the main office at 314-531-0982.

## Food Service Program and Policies


### Breakfast and Lunch Programs

Breakfast will be served daily beginning at 7:40 AM and ending at 7:59 AM.

Learners can bring a lunch from home or receive a pre-ordered meal. Lunches brought from home must be ready to eat. Learners will not have access to refrigeration or a microwave.

Free and reduced breakfast and lunch programs are available. All families, regardless of household size and income, are encouraged to apply to participate in the program. Applications are available in the main office and on our website and should be completed and returned as soon as possible. **A new application must be completed each school year to qualify.** Those learners without a current, completed application on file will be charged full price for breakfast and lunch. Families may complete a new application any time that there is a change in household income and/or size.

### Ordering Meals at School – EZ Lunch APP

 EZ Schools APPS makes ordering breakfast and lunch a breeze at The Biome. Every parent must have an EZ School Account through EZ APPS. This system allows you to pay online and allows The Biome School to process all payments. If you have not created an EZ School Account, please follow the instructions here. If you already have an EZ School Account, go to STEP 2.

**Orders need to be placed by Sunday at midnight for the upcoming week.** After this time no further orders can be made. Learners who did not order breakfast and/or lunch and need a meal will be served a healthy alternative. You are required to order for a week at a time; however, you are welcome to order for the entire month if you choose.

**If your child(ren) qualifies for Free & Reduced Meals, you are NOT required to pre-order meals.**

Our **full cost breakfast price is \$2.50**, and our **full cost lunch price is \$3.50**. If your child(ren) qualifies for Free & Reduced Meals, the online ordering prices will be reflected accordingly. The **reduced breakfast price is \$0.40**, and the **reduced lunch price is \$0.40**. Please contact us ASAP if you think you may qualify.



STEP 1: Instructions for Creating An EZ APPS Account:

- ① Go to website: [www.ezparentcenter.com](http://www.ezparentcenter.com)
- ② Click on link to "Sign-Up"
- ③ Enter school zip code = 63108
- ④ Enter fields regarding you, your child(ren), and your password.
- ⑤ Click on button to "Send Account Request"
- ⑥ Watch for email confirming that your account is Active

STEP 2: Instructions for Pre-Ordering Meals:

- ① Go to website: [www.ezparent.com](http://www.ezparent.com)
- ② Log in with your Email and Password
- ③ Go to "Purchase Preorder" tab
- ③ Make sure you have the correct month selected
- ④ Select the child's name that you are ordering for
- ⑤ Select all meals that you would like to order for that child
- ⑥ Click the "Save/Pay" button
- ⑦ For your first order, you will be required to enter a credit/debit card
  - (Exception: Households that qualify for Free meals)
- ⑧ If you have more than one child, repeat steps above for all other children.

It is important to note that The Biome is required to pre-order and pay for hot meals from our vendor based on the number of meals that have been pre-ordered by parents. This new pre-ordering system will help us manage food costs and limit food waste!

For assistance, please email [meals@thebiomeschool.org](mailto:meals@thebiomeschool.org)

## Food Policies

To maximize the learning and health of The Biome’s learners, staff and families, The Biome School encourages and models healthy nutritional practices. **Learners are not permitted to bring sodas as part of their snack or lunch.** The Biome discourages against other unhealthy options including sugary drinks (sugary juice, etc.), candy and sweets (including gum), or junk food.

These foods are not only unhealthy, but also make it hard for learners to concentrate and leave them feeling lethargic. If sodas are brought to school, learners will not be allowed to consume them.

**Several studies show that nutritional status can directly affect mental capacity among school-aged children.** (Source: <http://articles.extension.org/pages/68774/3-ways-nutrition-influences-student-learning-potential-and-school-performance>)

## Bringing Lunch to School

If your family decides to provide lunch, don’t forget a healthy, balanced lunch each day, packed so it does not need refrigeration or warming. (We are not able to put food in the refrigerator or warm it in the microwave). We prefer soft, insulated lunch bags. Cold packs that go into the freezer each night are great for keeping food cool. Insulated containers can keep food warm. **Families will not be allowed to drop-off hot, fast food (i.e. McDonalds, White Castle, etc.) for their child. It will be refused at the front or held in the office until after school. Your child will receive an alternative lunch, if they are full pay. If they are free or reduced lunch qualified, they will receive a hot lunch.**

A nutritious lunch, high in protein, will give your child the fuel she or he needs for productive mental and physical activity. Children are asked not to share food from their lunches with each other because of varying family philosophies on food and nutrition, and because of allergy concerns.

Please consider packing a lunch that is as “trash-free” as possible: pack things in reusable containers and try to avoid individually packaged items.

## Food Allergies

If learners have severe allergies, an allergy-sensitive table will be designated in the cafeteria. Learners with noted food allergies will sit at this table. Learners who have purchased a school lunch will also have the option to sit at this table. **Please check to ensure that your child’s food allergies are documented with our staff.**

## Special/Celebration Snacks

Classroom celebrations are a special time for learners. Parents who are invited to donate snacks for special events should ensure that items are store-bought and should refrain from purchasing items with peanuts or tree nuts listed as primary ingredients. While sweet snacks can be fun, The Biome prefers healthier snack options for special events.

## Birthday Celebrations

**Out of an abundance of caution related to the COVID-19 pandemic, birthday celebrations, as described below are suspended until further notice.**

Parents are asked not to bring special food treats or items (e.g., cupcakes, gift bags) for birthdays.

## Care of School Property


Parents and learners will be held responsible for the proper care of all books, supplies, devices, accessories, or equipment furnished to them by The Biome. Learners who deface, damage, or lose school property shall be required to pay for the damage or loss. All textbooks and instructional resources (including student planners) are furnished by the school and are the student's responsibility. The school is not responsible for textbooks or resources that are either lost or stolen from a student. If a learner does not return a textbook or resource, the student who was issued the resource is responsible for its replacement cost. The teacher and student will note the condition of books or technology resource before checking them out. Learners are then responsible for the condition of the books until they are returned to the teacher. If a book is damaged, the learner's parent will be assessed the cost of repair or replacement of the text.

## School Visits

**Parent tours and observations will not be allowed without prior approval. All safety conditions must be met to mitigate the exposure of COVID-19 in the school environment. The processes as described below are suspended until further notice.**

We welcome parent visits to our school. Parents are encouraged to visit and observe in their child's class(es). There are a few guidelines to keep in mind when you visit and/or call our campus.

- ❖ All visitors must report to the main office to sign in and obtain a visitor's badge.
- ❖ While unscheduled visits by parents are allowed at The Biome, scheduled visits are preferred. Unscheduled visits are for observation purposes only, must be brief, and must be accompanied by a Biome staff person. If a Biome staff person is unavailable to accompany, the observation visit will need to be re-scheduled.
- ❖ Visits are allowed between 9 AM and 2 PM
- ❖ Parents must schedule an appointment if they wish to conference with a Classroom Leader.
- ❖ Conferences will be scheduled when the instructor is available.
- ❖ When you are ready to leave the campus, you must return to the main office to sign out and return your visitor's badge.

 **To protect instructional time, parental calls will not be transferred into classrooms during instructional time. In case of an emergency, office staff will bring your learner to the office**

**immediately to return your call. All learner phone calls will be made and returned from the main office.**

Groups of visitors wishing to visit the school or facilities shall notify the Principal as far in advance as possible. Any group visits will be scheduled based on the availability of the Principal and as long as it does not interfere with instructional time or cause safety concerns.

All persons who do not obtain permission from the Principal's office to visit the school, or visitors who create serious distractions to the learning environment in the building or on the premises, shall be considered trespassers and subject to arrest and prosecution.

In order to minimize the potential harm to staff and learners, persons listed on the sex offender's list may not be present on school property, in any school vehicle utilized to transport learners, or be present at school activities without the written permission of the Principal. If permission is granted for a specific event or events, the Principal will notify the staff where the sex offender will be present.

## School Uniform Guidance

Effective learning at The Biome starts with our community and culture. It is our policy that all Biome learners wear a school uniform when attending school or when participating in a school event outside normal school hours, unless exempted by the Principal on designated days. A sharp and tidy appearance helps instill belonging, discipline and pride. **The Biome Logo is required on all uniforms.**

### Aims and Objectives

- ❖ To promote a sense of identity and pride for Biome students
- ❖ To denote the current grade level
- ❖ To engender a feeling of community and belonging
- ❖ To eliminate distractions

### Roles and Responsibilities

#### Principal

- ❖ Implements the policy on a day-to-day basis
- ❖ Responsible for ensuring that standards are maintained

#### Staff

- ❖ Support the Principal in maintaining high standards of uniform dress
- ❖ Models appropriate dress
- ❖ Make discreet and sympathetic enquiries when students are not in uniform
- ❖ Inform the Principal of habitual violations of the School Uniform Policy

## Parents/Caregivers

- ❖ Ensure their students are wearing the correct uniform and are ready to learn
- ❖ Ensure that their child's school uniform is clean and in good condition

## Leaners

- ❖ Wear the correct school uniform when attending school, representing the school, or participating in school events
- ❖ Wear their uniform with pride
- ❖ Keep their uniform clean and tidy – shirts tucked

## Uniform Requirements

Kindergarten – 2 <sup>nd</sup> Grade		
<b>Required Uniforms</b>		
Boys	Solid Blue or Tan Khakis (No Distressed Pants)	Long/Short Sleeved Red Polo Shirts (With School Logo)
Girls	Blue and Gold or Solid Blue/Tan Jumpers	
<b>Add-ons</b>		
Red Sweater Vest or Red Cardigan (No Logos or Hoodies) Red Biome Logoed Crew Neck Sweater		
3 <sup>rd</sup> Grade and 4 <sup>th</sup> Grade		
<b>Required Uniforms</b>		
Boys	Tan Khakis with belt (No Distressed Pants)	Long/Short Sleeved Navy – Blue Polo Shirts (With School Logo)
Girls	Tan Skirts	
<b>Add-ons</b>		
Navy – Blue Sweater Vest or Blue Cardigan (No Logos or Hoodies) Navy – Blue Biome Logoed Crew Neck Sweater		
5 <sup>th</sup> Grade		
<b>Required Uniforms</b>		
Boys	Solid Navy – Blue or Tan Khakis with belt (No Distressed Pants)	Long/Short Sleeved White or Light Blue Polo Shirt (With School Logo)
Girls	Tan or Navy-Blue Skirts	
<b>Provided by The Biome</b>		
Two (2) Boys and Girls Classic School Blazer with logo		
<b>Add-ons</b>		
Navy – Blue Sweater Vest or Blue Cardigan (No Logos or Hoodies) Navy – Blue Biome Logoed Crew Neck Sweater		

## Uniform Store Info

<https://www.frenchtoast.com/schoolbox/schools/the-biome-school-QS618AM>

## Proper Wear

- ❖ All shirts (except sweatshirt) must be tucked into pants at all times.
- ❖ Pants must be worn at the waist and if secured with a belt, it must be black or brown.
- ❖ Skirts and shorts must be worn at or below the knee.
- ❖ Open toe and open back shoes are not permitted.
- ❖ T-shirts may be worn under uniform shirts, however, if visible, it must be white.

**K – 1 Learners must have a spare set of clothes in a zip lock bag with their name on it in their backpack.** The spare clothes will be removed from the learners' backpack and be kept at school in case of an accident or unexpected illness. Having that spare pair of underwear, socks, etc., can lessen the anxiety when accidents happen. (The spares do not have to be uniform clothing, but having a spare uniform allows for a more discrete change.)

Learners are strongly encouraged to keep track of their clothing. Parents should label all items with permanent markers. The Biome School is not responsible for any items the child may have lost. **All unclaimed items are donated to a local charity.**

## Emergency Drills

To remain in compliance with the state law and safety regulations, emergency drills (fire, tornado, earthquake, intruder alert and evacuation) are held throughout the school year. School administration, in cooperation with the appropriate city departments, coordinates the school safety programs and schedule for drills

## Field Trips

Classroom leaders will plan occasional field trips for a specific educational purpose. A child must have a field trip permission slip completed and signed by the parent in order for the learner to participate. The teacher will also send a notice home prior to each field trip to let parents know what is planned. If for any reason a parent does not wish for her or his child to participate, the parent should inform the child's teacher with a note. Arrangements will be made for the child to remain on school grounds with another class/teacher.

Walking field trips to the local library, park, etc., may occur as part of our teaching and learning. A walking field trip permission slip will be sent home at the beginning of the year to cover those occasions.

Visits to gift shops are not allowed during field trips. Field trips are designated for learners enrolled in The Biome School as part of the curriculum. Siblings or other school-aged or non-school-age children are not allowed on field trips.

## School Supplies

School supply lists are sent home and are specific to each grade level. You can also find the supply lists on the school's website. The Biome does have general supplies for those who need them and/or special projects.

## Gift Giving

Our administration discourages the exchange of gifts among learners, parents and staff. The term "gifts" does not include nominal items provided to all learners. Class gifts must be presented from the entire class, regardless of whether all learners were able to contribute.

## Law Enforcement Interactions

### Interview or Interrogation

The Biome has legal jurisdiction over learners during the school day and hours of approved extracurricular activities. The school administration is responsible for making an effort to protect each learner's rights with respect to interrogations by law enforcement officials. When law enforcement officials find it necessary to question learners during the school day or periods of extracurricular activities, the school Principal or designee will be present, and the interview will be conducted in private.

The Principal will verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the learner at school. The Principal ordinarily will make reasonable efforts to notify the student's parents/guardians.

### Removal of Learners from School

Before a learner at school is arrested or taken into custody by a law enforcement officer or other legally authorized person, the principal will verify the official's authority to take custody of the learner. The school principal will attempt to notify the learner's parent/guardian that the learner is being removed from school, unless otherwise advised by law enforcement.


## School Searches

Furniture is property of The Biome/Youth Learning Center and is provided for the convenience of learners, and as such, is subject to periodic inspection without notice, without learner consent, and without a search warrant. Furniture, cubbies, and lockers may be searched by school administrators or staff who have a reasonable suspicion that the furniture contain drugs, alcohol, material of a disruptive nature, stolen properties, weapons, items posing a danger to the health or safety of learners and school employees, or evidence of a violation of school policy. In addition, the Board authorizes the use of trained dogs to sniff lockers or other school property to assist in the detection of the presence of drugs, explosives, and other contraband.

Learners or learner property may be searched based on reasonable suspicion of a violation of The Biome rules, policy, or state law. Reasonable suspicion must be based on facts known to the administration, credible information provided, or reasonable inference drawn from such facts or information. The privacy and dignity of learners shall be respected. Searches shall be carried out in the presence of adult witnesses, if such witnesses are available. Learners may be asked to empty pockets, remove jackets, coats, shoes and other articles of exterior clothing for examination if reasonable under the circumstances. No employee shall perform a strip search of any learner.

Law enforcement officials shall be contacted if the search produces a controlled substance, drug paraphernalia, weapons, stolen goods, or evidence of a crime, in any case involving a violation of law when a learner refuses to allow a search, or where the search cannot safely be conducted. Parents will also be contacted.

## Media Release

 A media release was included as part of your enrollment packet. Any child whose parent did not sign one of these forms will not be included in any publicity-related materials produced by the child's school (newsletters, press releases, including announcements of awards and honors, etc.) Parents who have a question regarding this policy may contact the Principal.

## Non-Curricular Publications

The Biome recognizes that learner expression regarding a variety of topics may be beneficial to The Biome's educational mission. Discussion and debate regarding serious issues can engender tolerance for diverse viewpoints. The Biome, however, has the obligation to ensure that learner expression is consistent with The Biome's educational mission. Accordingly, The Biome has adopted guidelines to regulate learner expression in a manner consistent with The Biome's educational goals.

## Electronic Devices

The possession of laser pointers and other unsafe electronic items is prohibited in the school buildings. Learners should not bring tablets or laptops, as The Biome provides those devices. All other electronic devices, such as, but not limited to, cell phones should remain at home or in your child's backpack for the entire school day. Phones or other electronic devices may be confiscated by your child's classroom leader and returned at the end of the school day. Our recommendation is that electronic devices are kept at home. The Biome School will not be responsible for lost or stolen items.

## Personal Items

Please leave all electronics, money, toys, cell phones, chewing gum, and anything fragile or valuable at home unless specifically requested by classroom leaders. Leave anything that could be construed as a weapon, such as a Swiss Army knife at home.



Learners are not allowed to use personal cellular phones, digital cameras, CD and/or tape players, radios, televisions, handheld video games or any other electronic devices while at school. Failure to comply with this request may result in the personal item being confiscated and held until parents can retrieve the personal item from our Principal. Certain exceptions will be made for learners needing specific devices for a school related activity or a class, as determined by Classroom Leaders.

## Telephone Usage

Learners will not be called from class to receive telephone calls. If you must get a message to your learner, the Main Office staff will take a message and make certain your child receives it. It is imperative that parents make arrangements with learners prior to the start of school regarding transportation, after-school arrangements, or other family or personal business to prevent such matters interrupting the flow of the school day.

Learners will be called from class for emergencies only. Office phones are not available for learner or public use except in the case of a life-threatening emergency.

## Transportation

Due to cost restraints, The Biome does not provide transportation to its general population of learners. The Biome will contract with a local taxicab service to provide transportation for learners with special needs who require transportation, as reported in their IEP. Additionally, The Biome will provide transportation, as required by the McKinney-Vento Homeless Assistance Act, for all learners who have been identified as homeless.

Parents/guardians will be responsible for ensuring that their children arrive to and are picked up from school each day. Due to The Biome's central location, another viable transportation option may be for parents to accompany their children using the city's Metro Transit system. The Biome is one block away from a Metro Bus stop and less than 1.5 miles away from the nearest Metro Link train station stop.

The Biome School does not endorse, organize, or accept responsibility for parental carpools.

## Pledge of Allegiance

The Biome shall ensure that the Pledge of Allegiance is recited in at least one scheduled period no less than once a week. No student shall be required to recite the Pledge of Allegiance.

## Records Request

A cumulative educational record shall be maintained for each learner from her/his entrance into school through the last date of attendance or through graduation, whichever occurs first.

Each learner's educational record will include information required by state and federal statutes, regulations, or agencies and shall include other information considered necessary by school officials.

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

The parents/guardians of learners who are attending or have attended The Biome have the right to inspect and review the educational records of their child(ren) and to request amendment of their learner's educational records. The Biome has procedures for the granting of parental requests for access to the educational records of their learners 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 learner's educational record, except information designated as directory information by The Biome, shall be confidential and shall be directly accessible only to school officials who demonstrate a legitimate educational interest in the learner's records and to parents/guardians or eligible students.

## Student Use of Technology Resources

Learners will have access to web-based tools, digital resources and applications that support curricular objectives, and these online services may collect, use and disclose personal information (such as student names and email addresses). These online services are only permitted for the use and benefit of the school for the purpose of student learning. In accordance with Board policies and regulations, learners will be strongly discouraged from providing any other personal information.

Parents and guardians should contact their child's teacher if additional information is needed about websites and online services being used for learning in their child's classes.

# ACADEMIC PROGRAM

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## Learner Goals

☑ At The Biome we believe the process of learning is as equally important as "the product." **An emphasis on inquiry and the construction of knowledge is evident in all that we do.** We don't deliver content, but "uncover" it together. Classroom Leaders model themselves as learners and demonstrate the value of lifelong learning. We know that if we create individuals who understand the "how" and "why" of learning, success and achievement will follow.

Assessment of learning is individualized and varied. All learners complete the I-READY 360 assessment tool that provides valuable data to our team about understanding of literacy and math skills. Informal assessments such as individual conferences, goal setting, surveys, and observations of learner behavior and participation happen daily.

In most cases, learning is celebrated through culminating "expert projects" in our Big Question units. Learners create some sort of representation of their learning such as a video, poster, book, model, etc. All expert projects are unique and based on the strengths and individual learning experience of each child. These expert projects also showcase knowledge in literacy and math, as Big Question units are an interdisciplinary experience. Other culminating activities might include class presentations at assemblies or sharing celebrations in the classroom.

Parent-teacher conferences are led by Classroom Leaders twice per school year, in addition to quarterly report cards. Though these are the opportunities for more formal communication, parents are always encouraged to contact our staff with any questions or concerns they might have. Likewise, our staff will reach out to share information with parents on a frequent basis.

## Learner Promotions and Retentions

☑ At The Biome, we base grade level promotions on academic competence and social-emotional readiness. We know that it is our responsibility to ensure that all students are ready to perform as they progress through our school, and for some learners, it means giving them the 'gift of time.' This strict promotion policy is especially essential in our primary (Grades K-2) program. Building a strong foundation will provide our learner with the tools needed to excel in our primary program, secondary program (Grades 3 – 5), and beyond.

To that end, Biome educators provide instruction, guided practice, interventions, and enrichment aimed to address the distinct needs of individual learners. With a focus on grade level expectations, we provide instruction that targets whole groups, small groups, and individual learners. In our efforts to make decisions about promotion and retention, we assess the overall progress of learners, taking into account their academic growth, social-emotional development, attentiveness, follow-through, and academic engagement. The table below provides the criteria that The Biome will use to assess a student's readiness to proceed to the next grade level.

## The Biome School: 2022 – 2023 Promotion Criteria

<b>Kindergarten</b>	<p><u>For promotion to 1<sup>st</sup> Grade, a Kindergarten student must:</u></p> <ul style="list-style-type: none"> <li>• Meet (or be consistently progressing toward) Kindergarten expectations in literacy</li> <li>• Meet (or consistently be progressing toward) Kindergarten expectations in mathematics</li> <li>• Consistently exhibit the social, emotional, and behavioral skills to engage in whole group, small group, and one-on-one learning</li> <li>• Be able to attend to in-class tasks individually or with limited support</li> <li>• Exhibit readiness for 1<sup>st</sup> Grade as indicated by performance on daily assignments, unit assessments, and district tests (i.e., I-Ready Fountas and Pinnell)</li> </ul>
<b>1<sup>st</sup> Grade</b>	<p><u>For promotion to 2<sup>nd</sup> Grade, a 1<sup>st</sup> Grade student must:</u></p> <ul style="list-style-type: none"> <li>• Meet (or be consistently progressing toward) 1<sup>st</sup> Grade expectations in literacy</li> <li>• Meet (or consistently be progressing toward) 1<sup>st</sup> Grade expectations in mathematics</li> <li>• Consistently exhibit the social, emotional, and behavioral skills to engage in whole group, small group, and one-on-one learning</li> <li>• Be able to attend to in-class tasks individually or with limited support</li> <li>• Exhibit readiness for 2<sup>nd</sup> Grade as indicated by performance on daily assignments, unit assessments, and district tests (i.e., I-Ready, Fountas and Pinnell)</li> </ul>
<b>2<sup>nd</sup> Grade</b>	<p><u>For promotion to 3<sup>rd</sup> Grade, a 2<sup>nd</sup> Grade student must:</u></p> <ul style="list-style-type: none"> <li>• Meet (or be consistently progressing toward) 2<sup>nd</sup> Grade expectations in literacy</li> <li>• Meet (or consistently be progressing toward) 2<sup>nd</sup> Grade expectations in mathematics</li> <li>• Consistently exhibit the social, emotional, and behavioral skills to engage in whole group, small group, and one-on-one learning</li> <li>• Consistently attend to in-class tasks and assigned work independently</li> <li>• Exhibit readiness for 3<sup>rd</sup> Grade as indicated by performance on daily assignments, unit assessments, and district tests (i.e., I-Ready, Fountas and Pinnell)</li> </ul>
<b>3<sup>rd</sup> Grade</b>	<p><u>For promotion to 4<sup>th</sup> Grade, a 3<sup>rd</sup> Grade student must:</u></p> <ul style="list-style-type: none"> <li>• Meet (or be consistently progressing toward) 3<sup>rd</sup> Grade expectations in literacy</li> <li>• Meet (or consistently be progressing toward) 3<sup>rd</sup> Grade expectations in mathematics</li> <li>• Consistently exhibit the social, emotional, and behavioral skills to engage in whole group, small group, and one-on-one learning</li> <li>• Independently attend to in-class tasks</li> <li>• Independently complete and submit assignments</li> <li>• Exhibit readiness for 4<sup>th</sup> Grade as indicated by performance on daily assignments, unit assessments, district tests (i.e., I-READY, Fountas and Pinnell), and state tests (i.e., MAP)</li> </ul>
<b>4<sup>th</sup> Grade</b>	<p><u>For promotion to 5<sup>th</sup> Grade, a 4<sup>th</sup> Grade student must:</u></p> <ul style="list-style-type: none"> <li>• Meet (or be consistently progressing toward) 4<sup>th</sup> Grade expectations in literacy</li> <li>• Meet (or consistently be progressing toward) 4<sup>th</sup> Grade expectations in mathematics</li> <li>• Consistently exhibit the social, emotional, and behavioral skills to engage in whole group, small group, and one-on-one learning</li> <li>• Independently attend to in-class tasks</li> <li>• Independently complete and submit assignments</li> <li>• Exhibit readiness for 5<sup>th</sup> Grade as indicated by performance on daily assignments, unit assessments, district tests (i.e., I-Ready, Fountas and Pinnell), and state tests (i.e., MAP)</li> </ul>
<b>5<sup>th</sup> Grade</b>	<p><u>For promotion to 6<sup>th</sup> Grade, a 5<sup>th</sup> Grade student must:</u></p> <ul style="list-style-type: none"> <li>• Meet (or be consistently progressing toward) 5<sup>th</sup> Grade expectations in literacy</li> <li>• Meet (or consistently be progressing toward) 5<sup>th</sup> Grade expectations in mathematics</li> </ul>

### The Biome School: 2022 – 2023 Promotion Criteria

	<ul style="list-style-type: none"> <li>• Consistently exhibit the social, emotional, and behavioral skills to engage in whole group, small group, and one-on-one learning</li> <li>• Independently attend to in-class tasks</li> <li>• Independently complete and submit assignments</li> <li>• Exhibit readiness for 6<sup>th</sup> Grade as indicated by performance on daily assignments, unit assessments, district tests (i.e., I-Ready, Fountas and Pinnell), and state tests (i.e., MAP)</li> </ul>
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Students who do not meet the criteria for promotion will be retained at the current grade level. Retention decisions can be challenging, but they are carefully considered and are made to ensure that learners have developed the foundational skills and knowledge for long-term academic growth and high-level learning.

Throughout the school year, classroom leaders carefully observe the academic growth of students and communicate concerns to the principal, Student Success Team, and the family. Identified concerns and learning gaps are assessed by the classroom leader and/or a designated interventionist, and learning supports may be implemented (e.g., modified assignments/assessments, one-on-one learning sessions). When a learner experiences academic challenges, the school-family partnership becomes increasingly more important and consistent communications between home and school are essential. Each grading period (i.e., quarter) provides a natural time for assessing student progress, communicating concerns, adjusting interventions, and implementing new strategies. The table below outlines scheduled times for communicating information about student progress, but for some learners, more frequent communications will be required.

### The Biome School: 2022-2023 Schedule for Academic Communication

<b>First Quarter</b>	<p><u>During the First Quarter:</u></p> <ul style="list-style-type: none"> <li>• The classroom leader and parent/guardian discuss the learner’s progress and any academic, social, emotional, and/or behavioral concerns during the October conference.</li> <li>• As appropriate, intervention plans will be discussed.</li> <li>• As appropriate, the classroom leader will provide suggestions for supporting student learning at home.</li> <li>• The classroom leader will use the report card to explicitly communicate whether the student is meeting expectations, progressing toward expectations, needing additional support, or requiring urgent intervention.</li> </ul>
<b>Second Quarter</b>	<p><u>During the Second Quarter:</u></p> <ul style="list-style-type: none"> <li>• Open communications continue between home and school.</li> <li>• As appropriate, implemented interventions continue and are assessed.</li> <li>• As appropriate, the classroom leader will provide suggestions for supporting student learning at home.</li> <li>• The classroom leader will use the report card to explicitly communicate whether the student is meeting expectations, progressing toward expectations, needing additional support, or requiring urgent intervention.</li> </ul>

## The Biome School: 2022-2023 Schedule for Academic Communication

<b>Third Quarter</b>	<p><u>During the Third Quarter:</u></p> <ul style="list-style-type: none"> <li>• Open communications continue between home and school</li> <li>• As appropriate, implemented interventions continue or are adjusted.</li> <li>• As appropriate, the classroom leader will provide suggestions for supporting student learning at home.</li> <li>• As appropriate, the classroom leader, principal, and assigned interventionist(s) discuss the student’s progress and readiness for promotion.</li> <li>• The classroom leader and parent/guardian discuss the learner’s progress and any academic, social, emotional, and/or behavioral concerns during the March conference.</li> <li>• The classroom leader will use the report card to explicitly communicate whether the student is meeting expectations, progressing toward expectations, needing additional support, or requiring urgent intervention.</li> <li>• The principal will communicate promotion and retention decisions.</li> </ul>
<b>Fourth Quarter</b>	<p><u>During the Fourth Quarter:</u></p> <ul style="list-style-type: none"> <li>• Open communications continue between home and school.</li> <li>• As appropriate, implemented interventions continue and are assessed.</li> <li>• As appropriate, the classroom leader will provide suggestions for supporting student learning at home.</li> <li>• The classroom leader will use the report card to explicitly communicate whether the student is meeting expectations, progressing toward expectations, needing additional support, or requiring urgent intervention.</li> </ul>

## Our Curriculum

A primary goal of our parents is to ensure that their children are prepared to be successful and ready to master future challenges and opportunities. At The Biome, our curriculum provides learners with strong foundational skills along with opportunities to explore their curiosities through meaningful and authentic experiences. Growth Mindset is at the heart of our philosophy. We believe learners should have the space to explore and to make mistakes, as that is how we learn best. Our interdisciplinary projects allow learners to explore a variety of interests while deepening their understanding of core subjects. Ultimately, we lead our learners to develop their academic mastery and provide them with the necessary experiences to succeed as they advance through and eventually graduate from our school.

### Morning Assembly

Each morning, from 8:05 AM until 8:15 AM, we begin our school day with a school-wide **virtual assembly**. These assemblies offer opportunities to come together as a community to share information and to celebrate learning and achievement.



## Project-Based Learning: The Big Question

Curiosity shapes our curriculum at The Biome and Big Question units are at the heart of our curiosity. Big Questions are derived from Missouri State Standards but guided by the passions and interests of our learners. Our classroom leaders enjoy “uncovering” information related to our Big Questions alongside our learners. Learning experiences are authentic and based on real-world experiences. The units are interdisciplinary and facilitate understanding about how topics are interconnected. Big Questions tend to be centered on a science or social studies topic, and oftentimes include both. Language arts and math are central to investigations of the topic.

Learners typically tackle about six big questions during the school year. Most Big Questions are derived from state standards but are broad enough to offer some “wobble room” for the investigation to follow the interests of the learners. One or two Big Questions are determined solely from our learners’ interests and the topics they would like to investigate. During these “flex units,” classroom leaders may decide to mix up learners from different classrooms to offer more opportunities for following individual interests.

## Literacy Instruction

At The Biome, we strive to build strong foundations in literacy. Learning to read and write well for a variety of purposes is essential for success in all areas of study. Our language arts instruction is purposeful, rigorous, and connected to authentic contexts.

Dedicated reading instruction is focused on the five pillars: phonics (the relationship between written and spoken letters and sounds), phonemic awareness (the knowledge and manipulation of sounds in spoken words), fluency (the ability to read with accuracy, at an appropriate rate, with expression and phrasing), vocabulary (the ability to understand the words we read and the multiple meanings they carry), and reading comprehension (the ability to understand the meaning of the text). Learners build the basic skills to decode words, but also the strategies to engage with and learn from a variety of texts. During our daily Reading Workshop, learners participate in whole group, small group, and one-on-one reading skills instruction.

Reading and writing are interconnected skills. By building one, you also expand the other. During our Writing Workshop or Units of Study, learners are exposed to a variety of genres and authors. They study the features of these different types of texts and the techniques that authors use to make their writing engaging for their readers. Through this exploration, learners build both their comprehension, as well as their own writing technique. More technical writing instruction around writing conventions, spelling, handwriting, and grammar is also provided. Learners are given many opportunities to write for a variety of audiences across a variety of genres. Our learners’ writing is celebrated through various sharing opportunities in the classroom and around the school.

In addition to these dedicated Reading and Writing Workshop times, literacy is also integrated into Big Question units. Learners read, research, and craft nonfiction as they investigate topics. Likewise, literature and vocabulary related to the Big Questions are infused into literacy time. The Biome has



a full time Reading Specialist who works with learners individually or in small groups to offer additional, focused support in reading instruction. This intensive and targeted instruction is designed to give learners the skills they need to be successful in all other content areas.

### Math Instruction

Mathematics is another foundational subject around which we provide deep and focused instruction. The Biome utilizes I-Ready Math, a research-based curriculum aligned with our learning standards. Our math program emphasizes the belief that all learners can develop the necessary skills to be successful. It offers engaging lessons and continuous feedback on progress to both learners and Classroom Leaders.

I-Ready is easily adapted to meet the needs of learners who need additional support, while also offering enrichment activities for those learners who show strong understanding of the concepts. Mathematic learning is reinforced through authentic practice as part of Big Question units of study. In addition, Envisions has a parent component to support math learning at home.

### Adaptive Thinking

The goal of the Adaptive Thinking class to create relaxed, unorthodox environments for kids, founded on enthusiasm and the joy of discovery. Adaptive Thinking classes are not heavily structured settings designed merely for the purpose of keeping kids safe. Rather, it is a place where learners practice how to work as a team and to become self-motivated. In project-based learning environments, it is important to give learners the opportunity to create tangible projects to match the expanse of their imagination. In order to meet this challenge, we will provide learners with the tools and skills necessary to create any project in any class. Learners will be exposed to a series of stations, such as art, video game design, coding animation and others, that will teach different tools and skills that they can use to create projects for in any of their other classes - including literacy and math! Intentionally integrated throughout the class are tenants of growth mindset, teamwork, and self-motivation. Preparing kids to be ready to take control of their learning and use tools at a high level are central to the Adaptive Thinking class.

### Mind and Movement

The Mind and Movement class offers learners a chance to release physical energy through a variety of physical learning activities such as team games, yoga, and tennis. Additionally, the Mind and Movement Leader guides learners in mindfulness exercises that facilitate a deeper understanding of the body and provide more focus and self-regulation in the classroom.

### Art

Art will be incorporated into all academic areas as much as possible, including the Adaptive Thinking class time. Assemblies, guest residencies, and performances will offer additional opportunities to extend our learning.

## Music

Music instruction is provided to all learners twice a week, allowing the children to explore melody, voice, harmony, performance, voice expression, and instrumentation.

## Resiliency and Social-Emotional Learning (SEL)

The Biome is committed to creating an environment that helps learners become resilient. Resiliency is defined as a person’s ability to withstand or rebound from stress or adverse experiences in a healthy way. The 6 principles that promote resiliency include: (1) safety, (2) trustworthiness, (3) choice, (4) collaboration, (5) empowerment, and (6) cultural sensitivity. The Biome is committed to upholding these principles.

Additionally, The Biome’s goal is to help children build life success skills, such as perseverance and self-control. Social-emotional learning (SEL) helps our learners “acquire and effectively apply the knowledge, attitudes and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships and make responsible decisions” (CASEL.org). The following visual represents the SEL competencies we will work together to develop within our Biome community.



To support SEL, The Biome implements the Cloud 9 World curriculum a school-wide initiative evidenced to reduce aggression and problem behaviors in children. Cloud 9 World teaches skills through literacy in order to build character traits in SEL competencies.

## School Spirit

The Biome will offer different opportunities throughout the school year for families, staff, and learners to demonstrate their school spirit. On a weekly basis, learners and staff will be invited to participate in the school chant at the Monday/Friday school-wide assemblies. Please work on practicing the chant with your child!

### The Biome School Chant

(Clap/stomp at underlined word or syllable)

**What** is The **Bi**ome? What’s **that**, you **say**?

The **Bi**ome is our **school** that we **attend** each **day**.

Where we **learn** with our **hands**, our **minds**, and our **hearts**,

**Using** STEAM to **problem** solve and **build** our **smarts**.

The **Bi**ome is our **lab**, our **school** without **walls**,

Where **we** have fun and **work** to see **success** for **all**.

The **Bi**ome is our **community**, and **it’s** really **super**,

**Watch** us grow **into** leaders and **builders** of the **future**!

As The Biome grows, learners will be invited to contribute to school spirit activities and ideas to promote a strong sense of school pride for all of The Biome’s stakeholders.

## Homework

Homework assigned to learners must be purposeful and must provide an opportunity for exploring new information, developing skills, practicing processes, extending understanding, or clarifying content; it must never be busy work. When assigned, homework must have a designated due date and expectations for each assignment must be clearly communicated to learners. In addition to providing students with opportunities to independently practice and refine skills learned at school, homework is a means by which students develop responsible learning practices and parents/guardians can observe and be involved in their child’s learning.

To promote the development of strong literacy skills, all Biome learners are expected to have consistent reading practices. In the primary grades (k – 2), learners are expected to read at least 20 minutes per day Monday through Thursday; for very young readers, this may include time during which a parent/guardian is reading to the student. In the intermediate grades (3 – 5), learners are expected to read at least 30 minutes per day Monday through Thursday.

In math, like in reading, students must practice. To ensure the necessary practice and review, students will have a daily homework assignment (Monday through Thursday) that aligns with the math content explored during class and/or provides the opportunity for learners to practice previously explored content that remains unclear.

In addition to the homework assignments in reading and math, learners may also be assigned work in other areas of the curriculum, such as Big Question. To guide you in your planning of assignments for learners, you must observe and adhere to the following time restrictions regarding homework (which exclude the time required for daily reading but include the time for math).

<u>Grade Level</u>	<u>Maximum Homework Time</u>
Kindergarten	10 minutes
1st	10 minutes
2nd	20 minutes
3rd	30 minutes
4th	40 minutes
5th	50 minutes

If a learner is not able to complete homework assignments within the designated timeframe, the teacher will need to explore the reasons for the student’s inability to complete the work efficiently.

## Special Student Populations

The Biome will provide a free and appropriate education (FAPE) to all enrolled learners. Specifically, The Biome will develop and adopt policies, procedures, and programs to ensure that all learners (including those with Limited English Proficiency) identified for and requiring special education receive appropriate instructional and behavioral support, in accordance with federal and state laws.

The Biome's approach to serving all learners and special student populations is to ensure that we create a safe and secure learning environment, and train all classroom leaders and staff on the latest instructional strategies. High-quality instruction (i.e., differentiated, individualized, rigorous, and relevant) is expected of all of our Classroom Leaders and will be provided to all learners. Our belief and expectation is that learners with diverse needs, when provided with appropriate support and individualized attention, can and should participate in mainstream, inclusive classrooms. The use of additional personnel will ensure that learners with disabilities receive instruction in inclusive classrooms and are educated in the Least Restrictive Environment (LRE). Building upon ongoing assessment and progress monitoring, not just those identified for special education, The Biome will directly attend to the individualized needs of all learners.

### The Biome Intervention Team

The Biome will formally convene an intervention team that is comprised of a Classroom Leader, our Student Services Coordinator, a school administrator, and support staff member(s). The purpose of the intervention team is to find appropriate accommodations or modifications for learners who may be struggling academically or behaviorally, prior to the convening of an IEP team. The intervention team works with Classroom Leaders and learners to develop and monitor Tier 2 interventions for all learners as needed. It is our belief that learners who may need minor adaptations to instruction or targeted support would benefit more from the work of the intervention team rather than a referral for an IEP. The intervention team will monitor the impact of the Tier 2 intervention, using data to determine how learners are responding to the intervention and whether additional support or referral is necessary. If the interventions that the intervention team set in place are not sufficient, then the following IEP referral process will be started.

- ❖ Classroom Leaders, administrators, parents and support staff can recommend a learner for interventions, prior to an IEP being created, at which point the intervention team will convene.
- ❖ The intervention team will gather data and observations about the learner and her or his classes and behaviors and recommend a research-based intervention for the learner.
- ❖ After a pre-determined period, the team will reconvene and make a recommendation of continuing interventions or pursuing evaluation for special education services based on the gathered data and observations.

## Special Education Referral Process

Parents, Classroom Leaders, administrators, and support staff can request that a child be evaluated for special education services at any time. If a parent requests that a child be evaluated, the parent must sign a consent form and be given a Notice of Action prior to the assessment. If a child is identified as having a disability, the IEP team will be convened within 30 days. The IEP team will consist of the special education service provider, the general education Classroom Leader, the Local Education Agency representative (LEA), parent or guardian and any other related personnel (therapists, counselors, etc.). The IEP Team will create the IEP for the learner and the special education classroom leader will work with general education Classroom Leaders and contracted therapists or specialists to ensure the accommodations and modifications are being met. Placement, or LRE, will be determined at this meeting. The IEP Team will meet at least once per year and the learner will be re-evaluated at a minimum once every three years.

## Staffing of Student Services

Services to learners may be provided by Biome staff members or outside agencies depending on the learner's need(s). These services may include but are not limited to occupational therapy, speech and language therapy, physical therapy and any other services that learners may require through the IEP process.

## Transportation

The Biome School does not provide transportation to and from school.

## Curriculum and Instruction

Classroom Leaders receive training on how to make accommodations and modifications to their curriculum and instruction to reach all types of learners. As Classroom Leaders develop project-based units and lessons, prospective instructional modifications and accommodations will be built into the curriculum, tested, and subsequently refined. Similarly, project-based units and lessons will be more flexible and provide Classroom Leaders with multiple entry points through which to meet the needs of diverse learners. Parents and guardians will be kept apprised of the child's progress through quarterly progress reports and goal-tracking documents. The progress may be reported more or less as required by the IEP.

## ELL Services

The Biome may enroll learners who have limited English proficiency. To help identify any such learners as early as possible, the primary language spoken at home is identified on the learner enrollment form. If the home language survey indicates a language other than English, or if the child's first language is not English, he or she will be screened using the WIDA-ACCESS Placement Test™ (W-APT). Parental consent is not required to administer this screening.

Once a learner is identified as an English Language Learner (ELL) and eligible for ESL services, The Biome will notify the parent/guardian within the first 30 days of school or within the first two weeks

of the learner enrolling into The Biome, if entering sometime after the beginning of the school year. The notification will include an explanation, in a language clearly understood by the parent/guardian, that an annual English proficiency assessment will be administered until proficiency requirements are met.

Learners will no longer be classified as Limited English Proficient (LEP) once they have demonstrated attainment of language skills necessary to compete effectively with non-ELL learners in age and grade-level appropriate settings across all content areas. The learner will be ready to transition out of language instruction educational programs once their English language proficiency is demonstrated in the following areas:

- ❖ Listening and speaking English
- ❖ Reading and comprehending academic English
- ❖ Writing in English
- ❖ Demonstrating English proficiency in academic subject areas

If ELL learners are enrolled, The Biome will ensure that at least one Classroom Leader has English for Speakers of Other Languages (ESOL) training. At the point when there are multiple ELL learners enrolled, The Biome will hire a certified ESOL Classroom Leader, in accordance with state policy. Content will be delivered in English with appropriate accommodations and modifications made to assist the learner. Whenever required, The Biome will contract with an interpreting agency to translate for parents or guardians. The Biome believes in immersion for ELL learners so whenever possible, learners will participate in the general education setting and the least restrictive environment.

### McKinney-Vento Homeless Assistance Act Assurance

The Biome leadership will enact school policies and procedures in accordance with McKinney- Vento Homeless Assistance Act Assurance (42 U.S.C. 11431 et seq.). The Board of Directors will appoint a homeless liaison to meet the needs of the school's learners who are homeless. The Biome School's Homeless Policy and related policies have been developed by school leadership and approved by The Biome Board of Directors. The policy will include, but is not limited to, the following:

- ❖ The process for identification of learners who are homeless
- ❖ Provisions of comparable services to learners who are homeless
- ❖ Dispute resolution procedures
- ❖ Transportation accommodations
- ❖ Outline enrollment/placement of learners who are homeless in their school of origin versus the school of residency
- ❖ Homeless liaison and their duties under McKinney-Vento and identification of designated staff

- ❖ Student Enrollment and Records procedures to address education, immunization, medical, and an extended process for enrollment in accordance with McKinney-Vento legislation.

## Non-Discrimination

The Biome shall not discriminate on the basis of race, color, religion, sex, national or ethnic origin, or physical handicap or disability, with regard to (i) the recruitment or admission of students to programs, activities or courses or (ii) the rights or privileges accorded or made available to students. Recruitment, admission, educational policies, and other school- administered program decisions shall be based upon qualifications of the students and other nondiscriminatory factors

To make a formal complaint that the Non-Discrimination Policy was violated, the Complainant should prepare, sign, and date a written statement of complaint. Complaints should be delivered to The Biome Compliance Officer in person, by e-mail, or mail at:

**The Biome Compliance Officer:** Bill Kent, President and CEO

The Biome School  
4471 Olive St.  
St. Louis, Missouri 63108  
☎ 314-531-0982  
✉ [bkent@thebiomeschool.org](mailto:bkent@thebiomeschool.org)

## MO DESE Complaint Procedure

**Please see Appendix (II)** for Missouri Department of Elementary and Secondary Education Every Student Succeeds Act of 2015 (ESSA) Complaint Procedures.

## Parent's FERPA Educational Rights Annual Notification

Each year The Biome School is required to give notice of the various rights accorded to parents or learners pursuant to the Family Educational Rights and Privacy Act (FERPA). Parents and learners have a right to be notified and informed. In accordance with FERPA, you are notified of the following:

### Right to Inspect

You have the right to review and inspect substantially all of your education records maintained by or at this institution.

### Right to Prevent Disclosures

You have the right to prevent disclosure of education records to third parties with certain limited exceptions. It is the intent of this institution to limit the disclosure of information contained in your education records to those instances when prior written consent has been given to the disclosure, as

an item of directory information of which you have not refused to permit disclosure, or under the provisions of FERPA which allow disclosure without prior written consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate education interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, consultant, or therapist); or a parent, student or volunteer serving on an official committee, such as a disciplinary or grievance committee. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill her or his professional responsibility.

### Right to Request Amendment

You have the right to seek to have corrected any parts of an education record that you believe to be inaccurate, misleading, or otherwise in violation of your rights. This right includes the right to a hearing to present evidence that the record should be changed if this institution decides not to alter the education records according to your request.

### Right to Complain to FERPA Office

You have the right to file a complaint with the Family Policy Compliance Office, U.S. Department of Education, Washington, D.C., 20202-4605, concerning The Biome School's failure to comply with FERPA.

## Parent Rights – Right to Know

Public school districts, including charter schools, are required to inform parents of certain information that they, according to the Every Student Succeeds Act of 2015 (Public Law 114-95), have the right to know.

Upon request, The Biome is required to provide parents in a timely manner, the following information:

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

In addition to the information that parents may request, The Biome School, which receives Title I.A funds, will provide each individual parent with the following information:



- ❖ Information on the level of achievement and academic growth of your student, if applicable and available, on each of the State academic assessments required under Title I.A.
- ❖ Timely notice that your student has been assigned or has been taught for 4 or more consecutive weeks by a teacher who has not met applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

Parents wishing to obtain of this information should contact the Principal.

## Learners' Rights

All instructional materials, including teachers' manuals, films, tapes or other supplementary material which will be used in connection with any learner survey, analysis, or evaluation shall be available for inspection by parents/guardians of the learners. This requirement also applies to the collection, disclosure, or use of learner information for marketing surveys.

No learner shall be required to submit to a survey, analysis, or evaluation as part of a school program or marketing survey that requires learners to reveal personal information concerning:

- ❖ Political affiliations of the learner or learner's family;
- ❖ Mental and psychological problems of the learner or her/his family;
- ❖ Sexual behavior and attitudes;
- ❖ Illegal, antisocial or self-incriminating behavior;
- ❖ Critical appraisals of other individuals with whom respondents have close family relationships;
- ❖ Religious practices and affiliations;
- ❖ Legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; or
- ❖ Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance.

The Charter LEA will give parents notice of their right to inspect surveys and instructional materials used in educating their children and of the right to opt their child out of participating in activities that concern any of the above eight areas.

## MOCap

Did you know that online education access is the right of every student enrolled at The Biome School or any Missouri public school? Learn more about [Missouri's MoCAP program](#).



SCHOOL BEHAVIOR

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**BEHAVIOR**   
**MATTERS**

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## The Biome School Behavior Expectations

The Biome’s School Behavior Expectations describes student behavior that is considered inappropriate or disruptive. It also provides a summary of procedures that may be used to prevent the acceleration of behavior and disciplinary responses that may be used if learners engage in stated behavior. The Biome supports the use of interventions that provide learners with guidance and support for success in and outside of school.

The Biome’s goal with regard to discipline standards is to create a consistent, safe, supportive, and loving climate that:

- ❖ Maximizes learning and integrity
- ❖ Holds learners and staff accountable to high behavior standards
- ❖ Encourages learners to demonstrate self-management, good decision-making, and resilience
- ❖ Provides a safe and effective learning environment for all students

### The Biome’s Four Promises:

- I Promise to control my body
  - Appropriate touch
- I Promise to control my voice
  - Appropriate and honest language and tone
- I Promise to control my focus
  - Participate in the moment and follow directions
- I Promise to respect and work well with others

## The Biome School Discipline Policy

### Section 1 Purpose

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

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

Parental notification and parental involvement are essential to any effort to modify a student’s inappropriate behavior. The intent of this policy will only be effective if parents and guardians,

teachers, and school administrators work together to improve student behavior and enhance academic performance.

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

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

## SECTION 2. Enforcement

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

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

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

## SECTION 3. Definitions of Disciplinary Methods

**Section 3.1.** In-School Suspension. Defined as the removal of a student from regular classes and assignment to an in-school suspension setting in the School. The student's teachers send class assignments to in-school suspension. The student may not attend or participate in extracurricular activities while assigned to in-school suspension.

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

For minor offenses, in lieu of in-school suspension, and upon student or parent request, students may be given the option of school service (i.e., picking up trash on the school grounds, cleaning

lunchroom tables, etc.), provided the school service is age-appropriate, supervised, and does not include restroom duties.

**Section 3.2.** Out-of-School Suspension. Defined as the removal of a student from School for a specific number of days. The Principal may impose an out-of-school suspension of up to ten school days. Schoolwork missed during 1-3 day suspensions may be made up when the student returns to school. For suspensions of 4-10 school days, parents/guardians may request schoolwork and pick up the schoolwork during school hours.

Long-term suspension is defined as the removal of a student from School for more than ten school days and up to 180 school days. Only the Student Evidentiary Hearing Committee (defined below) or the school's Governing Board may impose long-term suspension.

A student on long-term suspension who has not been referred to an alternative school may not receive homework, make up work, or take semester exams unless allowed to do so by the School Leader. A student who is suspended out of school is not allowed on school property and may not participate in any school activities or school functions during the period of suspension.

**Section 3.3.** Expulsion. Defined as the removal of a student from School for an indefinite period. Only the school's Governing Board may impose expulsion.

**Section 3.4.** Alternative School. A student who is removed from his/her school for more than 10 school days may be allowed to attend an alternative school or program for instruction, academic support, and counseling. Alternative school enables a student to take academic classes that allow the student to keep up with the course credit requirements toward graduation. The student may not return to his/her school or any other school or attend any extracurricular activities while attending an alternative school pursuant to a long-term suspension or expulsion.

**Section 3.5.** Restrictions on School Activities. Students who are suspended or expelled will not be allowed to participate in any school-sponsored activities, [including the prom or graduation exercises] if these occur during the period of suspension or expulsion. A parent or guardian may, for good cause, petition the School Leader for permission for the student to participate in school-sponsored activities.

## Section 4. Suspension and Expulsion Procedures

**Section 4.1.** In Missouri, a principal may suspend a student for up to ten school days. A School Leader may suspend a student for up to 180 school days. Procedures for suspending a student are outlined below.

Before suspending a student, a principal or School Leader must (a) tell the student, either orally or in writing, what misconduct he or she is accused of; (b) if the student denies the accusation, explain, either orally or in writing, the facts that form the basis of the proposed suspension; and (c) give the student an opportunity to present his or her version of the incident.

If the principal or School Leader concludes that the student has engaged in misconduct punishable by suspension, the procedures described below apply. If the student has a disability as defined in the Individuals with Disabilities Education Act (IDEA) as amended or Section 504 of the Rehabilitation Act additional procedural safeguards described in the policy dealing with the discipline of students with disabilities apply.

The principal or School Leader should determine whether the student should be suspended or whether less drastic alternative measures would be appropriate. In many cases, the principal or School Leader may decide not to suspend a student unless conferences (between the teacher, student and principal and/or between the parent, student and principal) have been held and have failed to change the student's behavior.

If suspension is imposed, the student's parents or guardians must be promptly notified of the suspension and the reasons for the action.

Any suspension by a principal must be reported, immediately and in writing, to the School Leader, who may revoke the suspension, either part or in full, at any time.

If a student is suspended for more than ten school days, the following rules also apply:

The student, his or her parents, guardians or others having custodial care have a right to appeal the School Leader's decision to the Board or a committee of the Board appointed by the Board.

If the student gives notice that he or she wishes to appeal the suspension to the Board, the suspension shall be stayed until the Board renders its decision, unless in the School Leader's judgment, the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process.

All notices of appeal shall be transmitted, either by the appealing party or by the School Leader, to the secretary of the Board. Oral notices, if made to the School Leader, shall be reduced to writing and communicated to the secretary of the Board.

The School Leader, when notified of an appeal, shall promptly transmit to the Board a full written report of the facts relating to the suspension, the action taken by the superintendent, and the reasons for the action.

Upon receipt of a notice of appeal, the Board will schedule a hearing and within a reasonable time in advance of the scheduled date, will notify, by certified mail, the appealing party of the date, time and place of the hearing and of the right to counsel and procedural requirements for the hearing.

Hearings of appealed suspensions will be conducted as described in the section of this policy dealing with student disciplinary hearings.

## **Section 4.2. Suspensions For More Than 180 School Days and Expulsions**

Only the Board may expel a student or suspend a student for more than 180 school days. The applicable procedures are outlined below.

Before recommending to the Board that a student be expelled or suspended for more than 180 school days, the School Leader must (a) tell the student, either orally or in writing, what misconduct he or she is accused of; (b) if the student denies the accusation, explain, either orally or in writing, the facts that form the basis of the proposed suspension/expulsion; and (c) give the student an opportunity to present his or her version of the incident.

If the School Leader concludes that the student has engaged in misconduct and should be expelled or suspended for more than 180 school days, the procedures described below apply unless the student has a disability. (In the case of a student with a disability, the procedures described in the policy dealing with the discipline of students with disabilities shall apply.)

The School Leader will recommend to the Board that the student be expelled or suspended for more than 180 school days. The School Leader may also immediately suspend the student for up to 180 school days.

Upon receipt of the School Leader's recommendation, the Board will follow the procedures described in the section of this policy dealing with student disciplinary hearings.

If the student is expelled, he or she may later apply to the Board for readmission. Only the Board can readmit an expelled student.

## **Section 4.3. Student Discipline Hearings**

The Board of Directors may originate student discipline hearings upon recommendation of the School Leader. In such cases, the Board of Education will review the School Leader's report and determine whether to conduct a discipline hearing. In addition, student discipline hearings also will be held upon written request of the student or the student's parents, to consider appeals from student suspensions in excess of ten school days. A discipline hearing will always be held in cases of suspensions in excess of 180 school days or expulsions, unless after meeting with the School Leader or designee, the parent or guardian waives, in writing, the right to an expulsion hearing.

The hearing shall be heard by the Board or a committee thereof, which shall have full authority to act in lieu of the Board. A decision of the Board committee shall be considered the decision of the Board. In conducting a discipline hearing, the Board, or its designated committee, will carefully consider the information presented by the administration and by the parent/guardian and student. Generally, the hearing will be informal; however, the Board or the designated committee, in its discretion, may decide to conduct the hearing as a contested case proceeding in accordance with Chapter 536 of the Missouri Revised Statutes.



The following procedures apply to all hearings before the Board:

The student and the student's parents/guardians will be provided written notice of the date, time and place of the hearing.

The parent/guardian may represent their student or may retain an attorney to act as a representative of the student. If the parent/guardian elects to have the student represented by an attorney at the hearing, the parent/guardian shall notify the Board of such representation at least forty-eight hours prior to the scheduled time of the hearing.

The student and parent/guardian will be advised of the charges against the student and will be given the opportunity to respond to those charges. Prior to the hearing, the student and parent/guardian, or their attorney, may review the student's file, the discipline report, and related records.

The hearing will be closed unless the Board or its designated committee decides otherwise. The hearing may only be open with parental consent.

The student and the student's parents/guardians will be provided written notice of the Board's decision.

When the Board of Directors or its designated committee elects to conduct a contested case hearing, the following procedures will also apply:

The student, student's parents/guardians, or their representative will be provided written notice of the date, time and place of the hearing, and their right to call witnesses, enter exhibits and cross-examine adverse witnesses during the hearing.

Prior to the hearing, the student and the student's parents/guardians will be advised of the identity of the witnesses to be called by the administration. In addition, the student and the student's parents/guardians will be provided copies of the documents to be introduced at the hearing by the administration.

At the hearing, the administration or their counsel will present the charges and such testimony and evidence to support such charges. The student, the student's parents/guardians or their representatives shall have the right to present witnesses, introduce exhibits, and to cross-examine witnesses called in support of the charges.

At the conclusion of the hearing, the Board or the designated committee shall deliberate in executive session and shall render a decision to dismiss the charges, to suspend the student for a specified period of time, or to expel the student from Hawthorn. The administration or its counsel, by direction of the Board or the designated committee, shall promptly prepare and transmit to the student and the student's parents/guardians written notice of the Board's decision.

## Section 5. Remedial Conference

Prior to the readmission or enrollment of any student who has been suspended out of school or expelled in accordance with this policy for any "act of school violence" as defined in § 160.261.2, RSMo., a conference must be held to review the student's conduct that resulted in the suspension or expulsion and any remedial actions needed to prevent future occurrences of such conduct or related conduct. The conference shall include the appropriate school officials including any teacher directly involved with the conduct that resulted in the suspension or expulsion, the student, and the parent or guardian of the student or any agency having legal jurisdiction, care, custody or control of the student. The School Leader shall notify, in writing, the parents or guardians and all other parties of the time, place and agenda of any such conference. Failure of any party to attend this conference shall not preclude holding the conference. This requirement applies to enrolling students transferring from another school as well, regardless of whether the "act of school violence" was committed at a public school or at a private school in Missouri.

## Section 6. Offenses and Consequences

Section 6.1. Reporting to Law Enforcement. It is the policy of the School to report crimes occurring on school grounds to law enforcement, including, but not limited to, the crimes the School is required to report in accordance with law.

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

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

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

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

**Section 6.2.** Documentation in Student's Discipline Record. The School Leader, his/her designee or other administrators or school staff will maintain all discipline records as deemed necessary for the orderly operation of the schools. In addition, any of the following offenses constitute a serious violation of the School's policy and must be documented in the student's discipline record in accordance with law:

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

**Section 6.3.** Prohibition Against Being On or Near School Property During Suspension. All students who are suspended or expelled are prohibited from being on school property for any reason unless permission is granted by the School Leader or his/her designee. Any student who is suspended for any offenses listed in section 160.261, RSMo., or any act of violence or drug-related activity shall not be allowed to be within 1,000 feet of any public school in the LEA unless one of the following conditions exist:

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

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

**Section 6.4.** Prohibited Conduct. The following are descriptions of prohibited conduct as well as potential consequences for violation. In addition to the consequences specified here, school officials will notify law enforcement and document violations in the student's discipline file pursuant to law and Board policy.

Arson – Starting or attempting to start a fire or causing or attempting to cause an explosion.

First Offense: School Leader/Student conference, detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion. Restitution if appropriate.

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

### Assault

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

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

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

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

First Offense: Expulsion.

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

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

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

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

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

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

Bus or Transportation Misconduct– Any offense committed by a student on, while waiting for, or entering transportation provided by or through the school shall be punished in the same manner as if the offense had been committed at the student's assigned school. In addition, transportation privileges may be suspended or revoked.

Dishonesty – Any act of lying, whether verbal or written, including forgery.

First Offense: Nullification of forged document. School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.

Subsequent Offense: Nullification of forged document. Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Disrespect to Staff– Willful or continued willful disobedience of a directive or request by a LEA staff member or disrespectful verbal, written, pictorial, or symbolic language or gesture that is directed at a LEA staff member and that is rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings.

First Offense: School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.

Subsequent Offense: Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

Disruptive Conduct or Speech – Verbal, written, pictorial or symbolic language or gesture that is directed at any person and that is disrespectful, rude, vulgar, defiant, in violation of LEA policy or considered inappropriate in educational settings or that materially and substantially disrupts classroom work, school activities or school functions. Students will not be disciplined for speech in situations where it is protected by law.

First Offense: School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.

Subsequent Offense: Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

### **Drugs/Alcohol**

1. Possession, sale, purchase or distribution of any over-the-counter drug, herbal preparation or imitation drug or herbal preparation.

First Offense: School Leader/Student conference, in-school suspension or 1-180 days out-of-school suspension.

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

2. Possession, use of, or attendance while under the influence of or soon after consuming any unauthorized prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

First Offense: School Leader/Student conference, in-school suspension, 1-180 days out-of-school suspension.

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

3. Sale, purchase, transfer or distribution of any prescription drug, alcohol, narcotic substance, unauthorized inhalants, controlled substances, illegal drugs, counterfeit drugs, imitation controlled substances or drug-related paraphernalia.

First Offense: Expulsion.

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

First Offense: School Leader/Student conference, detention, in-school suspension, or 1-10 days out-of-school suspension.

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

Failure to Meet Conditions of Suspension – Coming within 1,000 feet of any public school in the LEA while on suspension for an offense that requires reporting to law enforcement or for an act of school violence or drug-related activity. See section of this regulation entitled, "Prohibition Against Being On or Near School Property During Suspension."

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Subsequent Offense: Detention, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

### **Sexual Harassment/Discrimination**

1. Use of unwelcome verbal, written or symbolic language based on gender or of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational environment or creates an intimidating, hostile or offensive educational environment. Examples of sexual harassment include, but are not limited to, sexual jokes or comments, requests for sexual favors and other unwelcome sexual advances.

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

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

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

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

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

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

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

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

### Technology Misconduct

1. Unauthorized use of cellular telephones, personal computers, or unauthorized use of electronic devices during instructional time.

First Offense: Teacher/Student conference, temporary confiscation of device, and/or detention.

Subsequent Offense: Teacher/Student conference, School Leader/Student conference, temporary confiscation of device, detention, or 1-180 days out-of-school suspension.

2. Attempting, regardless of success, to gain unauthorized access to technology system or information; to use LEA technology to connect to other systems in evasion of the physical limitations of the remote system; to copy LEA files without authorization; to interfere with the ability of others to utilize LEA technology; to secure a higher level of privilege without authorization; to introduce computer "viruses," "hacking" tools, or other disruptive/destructive programs onto or using LEA technology; or to evade or disable a filtering/blocking device.

First Offense:	Restitution. School Leader/Student conference, loss of user privileges, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	Restitution. Loss of user privileges, 1-180 days out-of-school suspension, or expulsion.

3. Violation other than those listed in (2) or of the Board Technology Acceptable Use Policy or regulations, administrative procedures or netiquette rules governing student use of LEA technology.

First Offense:	Restitution. School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	Restitution. Loss of user privileges, in-school suspension, 1-180 days out-of-school suspension, or expulsion.

**Theft**

Theft, attempted theft, or knowing possession of stolen property.

First Offense:	Return of or restitution for property. School Leader/Student conference, detention, in-school suspension, or 1-180 days out-of-school suspension.
Subsequent Offense:	Return of or restitution for property. 1-180 days out-of-school suspension or expulsion.

**Threats or Verbal Assault**

Verbal, written, pictorial or symbolic language and/or gestures creating a reasonable fear of physical injury or causing school property damage. Threats by students, whether made on campus or off school grounds, which constitute a “true threat” against the LEA, its students or employees, will be immediately reported to law enforcement officials and will subject the student to suspension and a possible referral for expulsion. The definition of “true threat” shall be construed in accordance with applicable law and encompasses those statements that a reasonable recipient would view as a serious threat of violence or death.

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

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

## **Tobacco**

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

First Offense: Confiscation of tobacco product. School Leader/Student conference, detention, or in-school suspension.

Subsequent Offense: Confiscation of tobacco product. Detention, in-school suspension, or 1-10 day out-of-school suspension.

## **Truancy**

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

First Offense: School Leader/Student conference, detention, or 1-3 days in-school suspension.

Subsequent Offense: Detention or 3-10 days in-school suspension.

## **Unauthorized Entry**

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

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

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

## **Vandalism**

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

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

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

## **Weapons**

1. Defined as the possession or use of any instrument or device, other than those defined in 18 U.S.C. § 921, 18 U.S.C. § 930(g)(2) or section 571.010, RSMo, which is customarily used for attack or defense against another person; any instrument or device used to inflict physical injury to another person.

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

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

2. Possession or use of a firearm as defined in 18 U.S.C. § 921 or any instrument or device defined in section 571.010, RSMo., or any instrument or device defined as a dangerous weapon in 18 U.S.C. § 930(g)(2)

First Offense:	One calendar year suspension or expulsion, unless modified by the Board upon recommendation by the superintendent.
Subsequent Offense:	Expulsion.

The Biome administration reserves the right to accelerate the disciplinary consequences based on the context and frequency of the infraction.

Please note that this guide cannot be expected to list or describe every possible infraction or offense that may require disciplinary action. The Biome reserves the right to impose and escalate any consequence that may be appropriate under the circumstance, depending on the nature, severity and frequency of the conduct issue.

## Reporting Concerns Regarding School Safety

Learners, parents and staff members are highly encouraged to report all dangerous and potentially dangerous situations and/or events directly to an administrator or classroom leader. Such situations include, but are not limited to threats, harassment, bullying, acts of violence, drug activity or the possession of weapons on school property

## Technology Acceptable Use Model Policy

### SECTION 1. Technology Use and Safety

The School recognizes that its technology resources have an important educational purpose when used properly.

**Section 1.2** The School will monitor the online activities of minors and operate a technology protection measure (“content filter”) on the network and all School technology with Internet access, as required by law. In accordance with law, the content filter will be used to protect against access to visual depictions that are obscene or harmful to minors or are child pornography. Content filters are not foolproof, and the School cannot guarantee that users will never be able to access offensive materials using School equipment. Evading or disabling, or attempting to evade or disable, a content filter installed by the School is prohibited. The School Leader or designee will create a procedure that allows students, employees or other users to request that the School review or adjust the content filter to allow access to a website or specific content.

**Section 1.3** In addition to the use of a content filter, the School will take measures to prevent minors from using School technology to access inappropriate matter or materials harmful to minors on the Internet. Such measures shall include, but are not limited to, supervising and monitoring student

technology use, careful planning when using technology in the curriculum, and instruction on appropriate materials. The School Leader, designee and/or the technology administrator will develop procedures to provide users guidance on which materials and uses are inappropriate, including network etiquette guidelines.

**Section 1.4** All minor students will be instructed on safety and security issues, including instruction on the dangers of sharing personal information about themselves or others when using e-mail, social media, chat rooms or other forms of direct electronic communication. Instruction will also address cyberbullying awareness and response and appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

This instruction will occur in the School's computer courses, courses in which students are introduced to the computer and the Internet, or courses that use the Internet in instruction. Students are required to follow all School rules when using School technology resources and are prohibited from sharing personal information online unless authorized by the School.

**Section 1.5** All School employees must abide by state and federal law and Board policies and procedures when using School technology resources to communicate information about personally identifiable students to prevent unlawful disclosure of student information or records.

**Section 1.6** All users are prohibited from using School technology to gain unauthorized access to a technology system or information; connect to other systems in evasion of the physical limitations of the remote system; copy School files without authorization; interfere with the ability of others to utilize technology; secure a higher level of privilege without authorization; introduce computer viruses, hacking tools, or other disruptive/destructive programs onto school technology; or evade or disable a content filter.

## SECTION 2 Technology Privileges

**SECTION 2.1.** The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

**Section 2.2.** Employees may be disciplined or terminated, and students suspended or expelled, for violating the School's technology policies and procedures. Any attempted violation of the School's technology policies or procedures, regardless of the success or failure of the attempt, may result in the same discipline or suspension of privileges as that of an actual violation. The School will cooperate with law enforcement in investigating any unlawful use of the School's technology resources.

## SECTION 3. Staff Responsibilities for Use of Technology

- Develop and help students develop the skills needed to discriminate among information sources, to identify information appropriate to age and developmental levels, and to evaluate and use information to meet educational goals;

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

#### SECTION 4. Student Responsibilities for Use of Technology

- Never give out personal or family information such as phone numbers, credit card numbers, or home addresses.
- Never arrange for a face-to-face meeting with a stranger and never respond to abusive or suggestive messages. Report all such instances immediately to a teacher or member of the technology staff.
- Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.
- Comply with School policies when using School technology.

#### SECTION 5. Network User Responsibilities

- Use of the School's technology resources must be in support of education and research consistent with the educational objectives of the School.
- Comply with all rules and laws regarding access and copying of information as prescribed by Federal, State, or local law, and Internet providers.
- Be polite and appropriate. Adhere to all standards of courtesy, etiquette, and existing board policies as they may be interpreted to apply to technology resources.
- Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known 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.

#### SECTION 6. Unacceptable Uses Include, but are not limited to:

- Providing unauthorized or inappropriate access to School technology resources.
- Any attempt to harm or destroy data of another user or other networks connected to the Internet.
- Activities involving the loss or unauthorized use of others' work.
- Distribution or use of obscene, abusive, or threatening material, including child pornography and any other material that is harmful to minors. Material that is harmful to minors is any picture, image, graphic image file, or other visual depiction that (a) taken as a whole and with respect to minors, appeals to the prurient interest in nudity, sex, or excretion; (b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for



minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
- Knowingly wasting technology resources.
- Physical abuse of the equipment.
- Using technology resources in ways that violate school policies and behavior standards.
- Degrading or disrupting equipment or system performance.
- Installing unauthorized software on school computers, or any violation of copyright established for computer software.
- Knowingly uploading or creating computer viruses.

### SECTION 7. Transmission of any material in violation of any federal or state regulation is prohibited.

This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

### Section 8. User Privacy

Section 8.1. A user does not have a legal expectation of privacy in the user's electronic communications or other activities involving the School's technology resources including, but not limited to, voice mail, telecommunications, e-mail and access to the Internet or network drives. By using the School's network and technology resources, all users are consenting to having their electronic communications and all other use monitored by the School. A user ID with e-mail access will only be provided to authorized users on condition that the user consents to interception of or access to all communications accessed, sent, received or stored using School technology.

Section 8.2. Electronic communications, downloaded material and all data stored on the School's technology resources, including files deleted from a user's account, may be intercepted, accessed, monitored or searched by School administrators or their designees at any time in the regular course of business. Such access may include, but is not limited to, verifying that users are complying with School policies and rules and investigating potential misconduct. Any such search, access or interception shall comply with all applicable laws. Users are required to return School technology resources to the School upon demand including, but not limited to, mobile phones, laptops and tablets.

### Section 9. Closed Forum

Section 9.1. The School's technology resources are not a public forum for expression of any kind and are to be considered a closed forum to the extent allowed by law. The School's webpage will provide information about the school but will not be used as an open forum.

Section 9.2. All expressive activities involving School technology resources that students, parents/guardians and members of the public might reasonably perceive to bear the imprimatur of the School and that are designed to impart particular knowledge or skills to student participants and audiences are considered curricular publications. All curricular publications are subject to reasonable prior restraint, editing and deletion on behalf of the school for legitimate pedagogical reasons. All other expressive activities involving the school's technology are subject to reasonable prior restraint and subject matter restrictions as allowed by law and Board policies.

## Section 10. No Warranty/No Endorsement

Section 10.1. The School makes no warranties of any kind, whether expressed or implied, for the services, products or access it provides. The School's technology resources are available on an "as is, as available" basis.

Section 10.2. The School is not responsible for loss of data, delays, nondeliveries, misdeliveries or service interruptions. The School does not endorse the content nor guarantee the accuracy or quality of information obtained used the School's technology resources.

# GENERAL INFORMATION

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## Extended Day Program: Before and Aftercare

To improve access to our school, extended day services (before and aftercare) are available to every family attending The Biome through our Extended Day Program offerings. Enrollment information is available through the school office and on-line. Monthly costs are \$80.00 for before care, which operates from 6:30 – 7:59 AM and \$200.00 for aftercare, which operates from 3:45 – 6:00 PM care (\$280.00 for both services). This is a prepay program and fees are due the week prior to service.

**There is a sliding scale available, based on income.**

Before Care and After Care are not "drop-in" programs. If you no longer need before or aftercare services, please contact the school as soon as possible to withdraw. Your child will remain enrolled, and charges assessed until your child's withdrawal is complete. If your learner does not plan to attend after school on any particular day, please leave a message with the front office.

 **Please note, all Extended Day Services are pre-paid. Therefore, you must complete all payments before your student will be allowed to participate in any extended day service.**

### Before and Aftercare Scholarships

Sliding scale scholarships are available and are awarded based upon demonstrated family need. Tax returns and other proof of income documents are required to be submitted to qualify for a scholarship.

### Sibling Discounts

There is a sibling discount available for families with multiple learners enrolled in before/after care programs. The sibling discount is as follows: Learner #1 pays full tuition; Learner #2 receives 20% discount; Learner #3 receives a 25% discount; Learner #4 receives a 30% discount.

Learners who enroll and start the program between the 1st and the 15th of the month will pay the entire month's tuition. Learners who are enrolled and begin after the 15th of the month will pay 50% of the month's tuition.

### Other Fees

The daily program dismissal time for all learners from the aftercare program is 6:00 PM. Parents/guardians must sign out their learner at the northwest door of the parking lot. If a child is not picked up by 6:15 PM, a late fee of \$25.00 will be assessed.

### Release of learners in Aftercare

Learners will only be released to the authorized adult individuals (age 18 and older) listed on their file. The individual must be able to provide a photo ID and must sign the learner out. Please advise any adult who is picking up your child that they will be required to show their photo ID. Please make sure that The Biome has a list of all people other than parents who are authorized to pick up a child.

We appreciate a reminder call when this pick up is out of the ordinary. If a person is not on the list, the child will not be released to them unless you come in to add them to list.

### Paying for Extended Day Services

Every parent must have an EZ School Account through EZ APPS. This system allows you to pay online and allows The Biome School to process all payments. If you have not created an EZ School Account, please follow the instructions below. If you already have an EZ Account, go to STEP 2.

#### STEP 1: Instructions for Creating an EZ APPS Account:

- ① Go to website: [www.ezparentcenter.com](http://www.ezparentcenter.com)
- ② Click on link to "Sign-Up"
- ③ Enter school zip code = 63108
- ④ Enter fields regarding you, your child(ren), and your password.
- ⑤ Click on button to "Send Account Request"

Watch for email confirming that your account is Active

#### STEP 2: Instructions for Pre-Payment:

- ① Go to website: [www.ezparent.com](http://www.ezparent.com)
- ② Log in with your Email and Password
- ③ Go to the upper left-hand corner, under applications, select "EZ School Payment"
- ④ Select the child's name that you are paying for in the upper right-hand corner
- ⑤ Under "Required Payment Items" box select all the payments you are completing. This will move the payment to the "Required Purchase Items" box
- ⑥ Click the "Pay Total Owed" button
- ⑦ For your first order, you will be required to enter a credit/debit card
- ⑧ If you have more than one child, repeat steps above for all other children

For assistance, please email [afterschool@thebiomeschool.org](mailto:afterschool@thebiomeschool.org)

## Calendar

The school calendar is included in the Appendix. Please note that activities and events will be added throughout the year. The most up-to-date calendar is always available on the school website: <https://thebiomeschool.org/current-families/calendar/>.

## Change of Information

School records must be up to date at all times. The school must be notified immediately when a change of address or a change of telephone number occurs. Please call the main office with new contact information. Proof of residency must be submitted to the main office within 30 days of a change of address.

In order to change a learner's legal name, a court order showing changes must be submitted to the school. School records cannot be changed without legal document.

## Distribution of Medicine Policy

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

Section 1.1. The school nurse (or another employee designated by the School Leader or his/her designee) may administer medication (this includes prescription or over-the-counter medication) only if all of the following requirements are met:

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

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

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

Section 1.2.4. Medications will be administered at school only when it is not possible or effective for the student to receive the medication at home.

Section 1.2. The School reserves the right to refuse to administer certain types of medication (at the discretion of the school nurse or other employee authorized by the School Leader's or his/her designee) when such administration could prove harmful to staff or student without proper training or direction of a physician.

## Section 2. Student Possession and Self-Administration of Medication

Section 2.1. The School prohibits students from possessing or self-administering medications while on School ground, on School transportation or during School activities unless explicitly authorized in accordance with this section.

Section 2.2. The school shall grant any student authorization for the possession and self-administration of medication to treat the student's chronic health condition, including but not limited to asthma or anaphylaxis if:

Section 2.2.1. A licensed physician prescribed or ordered such medication for use by the pupil and instructed such pupil in the correct and responsible use of such medication;

Section 2.2.2. The pupil has demonstrated to the pupil's licensed physician or the licensed physician's designee, and the school nurse, if available, the skill level necessary to use the medication and any device necessary to administer such medication prescribed or ordered;

Section 2.2.3. The pupil's physician has approved and signed a written treatment plan for managing the pupil's chronic health condition, including asthma or anaphylaxis episodes and for medication for use by the pupil. Such plan shall include a statement that the pupil is capable of self-administering the medication under the treatment plan;

Section 2.2.4. The pupil's parent or guardian has completed and submitted to the school any written documentation required by the school, including the treatment plan and the liability statement.

Section 2.2.5. The pupil's parent or guardian has signed a statement acknowledging that the school and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil or the administration of such medication by school staff. Such statement shall not be construed to release the school and its employees or agents from liability for negligence.

Section 2.3. Pupils authorized to possess and self-administer medication may possess and self-administer such medication while in school, at a school-sponsored activity, and in transit to or from school or school-sponsored activity.

Section 2.4. Such authorization shall only be effective for the school year in which it is granted. Such authorization shall be renewed by the student's parent or guardian each subsequent school year.

Section 2.5. Any current duplicate prescription medicine, if provided by a student's parent or guardian or by the school shall be kept at the school in a location at which the student or school staff has immediate access in the event of an asthma or anaphylaxis or other emergency.

Section 2.6. The written treatment plan, liability statement, and any other written documentation shall be kept on file at the school in a location easily accessible in the event of an emergency.

Section 2.7. Permission to possess and self-administer medications may be revisited if there is evidence that the student is not handling or administering the medication appropriately or that the student's actions may be harming their own health or the health and safety of others.

### Section 3. Consequences

Section 3.1. Students who possess or consume medications in violation of this policy while on School grounds, on School transportation or during a School activity may be disciplined up to and including suspension or expulsion.

Section 3.2. Employees who violate this policy may be disciplined up to and including termination.

Section 3.3. The School will notify law enforcement when they believe a crime has occurred.

## Immunizations Policy

### Section 1. General

Section 1.1. It is the policy of the School that all students attending the School shall be immunized in accordance with law.

Section 1.2. The School will not allow a student to attend school until the School has satisfactory evidence on file demonstrating that the student has been immunized, that the immunization process has begun, and satisfactory progress is being accomplished or that the student is exempted from obtaining immunizations in accordance with law.

### Section 2. Immunization Exceptions

Section 2.1. A student is exempted from obtaining immunizations if the School has the completed, original forms from the Missouri Department of Health and Senior Services (DHSS) necessary to prove that the student will not be immunized for religious or medical reasons. An exemption for medical reasons requires certification by a licensed Doctor of Medicine or doctor of osteopathy that either the immunization would seriously endanger the child's health or life or that the child has documentation of laboratory evidence of immunity to the disease. An exemption for religious reasons requires written certification from one parent/guardian that immunization of the student violates his or her religious beliefs.

Section 2.2. Homeless students, students in the custody of the Children's Division (CD) of the Department of Social Services and students in the household of an active duty member of the military who do not have an exemption and cannot provide evidence of having received immunizations required under Missouri law shall be immediately enrolled, permitted to attend and given 30 days to provide satisfactory evidence that the student has completed all age-appropriate immunizations or has begun the process of immunization. If the student has begun the process of immunization, the student may continue to attend as long as the process is being accomplished according to the schedule recommended by DHSS.



### Section 3. Failure to Provide Evidence of Required Immunizations

Section 3.1. The School will exclude from school all students who are not immunized or exempted as required by law.

Section 3.2. The School must report to DHSS the names of any parents/guardians who neglect to immunize their student or refuse to permit the immunization of a nonexempted student. The School will also report to the CD any instance of educational or medical neglect.

Section 3.3. Pursuant to law, any contacts with parents/guardians regarding immunizations will also include information about influenza and influenza vaccines.

### Section 5. Records

The School Leader or designee shall institute procedures for the maintenance of health records that show the immunization status of every child enrolled in or attending the School and for the completion of all necessary reports in accordance with guidelines prepared by DHSS.

## Tobacco – Free Environment

Learners, staff members and visitors are prohibited from using tobacco, tobacco products, and smoking-related products (including, but not limited to, e-cigarettes) in accordance with Board policy 5250. This includes, but is not limited to, all school buildings, grounds, and vehicles and at all school activities.

## Communicable Diseases

Parents need to report any communicable diseases that their child might have (i.e., chicken pox, strep throat, ringworm, head lice, impetigo, scabies, and scarlet fever). In order for your learner to return to school, the school must receive a note from the physician stating that the child has been treated. **All notes should be delivered to the main office.**

### Should I send my child to school with a runny nose and congestion?

Children can get between three and eight upper-respiratory infections including common colds per year, according to Statistics Canada, and not every one of them warrants a sick day.

Keep children home from school if a runny nose is accompanied by a lack of appetite, lethargy or a distinct change in mood, which could signal something more serious is developing. Likewise, if you notice wheezing or breathing difficulty of any sort, it's time to pay your pediatrician a visit.

Send them back to school as soon as they're feeling better. Colds and flu are most infectious in the first two or three days, so by the time your child starts showing symptoms, she's likely no longer contagious.

(Source: <https://www.todayparent.com/kids/kids-health/child-too-sick-for-school/>)

## Should I send my child to school with diarrhea and vomiting?

It's tough to pin down the cause of diarrhea and vomiting—anything from food poisoning to lactose intolerance or gastroenteritis (the virus commonly known as stomach flu) could be the culprit. To make sure that our community is safe, **learners should not return to school until at least 24 hours after a vomiting and/or diarrhea incident.**

(Source: <https://www.todayparent.com/kids/kids-health/child-too-sick-for-school/>)

## Should I send my child to school with a fever?

A raised temperature doesn't always signal serious illness. It's fine to send children to school with a slight fever, provided they feel well enough, are attentive and playing. Learners with fevers (temp at or above 100.4°F) should not return to school until at least 24 hours after the fever has come down and stabilized without medication. Additionally, learners should not return to school until at least 24 hours after a vomiting and/or diarrhea incident.

(Source: <https://www.todayparent.com/kids/kids-health/child-too-sick-for-school/>)

## Communication

### Tyler SIS

The Biome School uses a tool called “Tyler SIS” to contact parents about important information. You will receive a phone call or text message regarding important information, emergencies, and important events or activities. Please ensure that we have your cell phone number so that you receive these messages.

### Close Communication between School and Home

One of the most important indicators for educational success is close communication between home and school. You are welcome to call in order to communicate with your child's Classroom Leaders directly. Please leave a message in her or his voice mailbox or at the front desk. Your call will be returned when the Classroom Leader is not teaching and no later than the next school day. Classroom Leaders will not be asked to leave their classrooms to speak with a parent who does not have an appointment. Please check in regularly with the Classroom Leaders or our Principal and let us know if there is anything happening at home that may impact your child's performance at school.

**All learners will receive a “take home” folder from The Biome that will go into the learners' backpack at least once per week on Thursdays.** Parents are expected to look for the folder, review the contents, take any necessary action, and return the folder via the learners' backpack by the next school day (Friday, or if no school on Friday, the following Monday). There may be days where no communication is sent, and an empty folder is in the learners' backpacks.

Classroom leaders will send a newsletter to parents at least weekly to inform on classroom/school activities and tips for reinforcing learning at home.

## Parent Meetings

The Biome prohibits the use of audio, video, or other recording devices in any meetings between Charter LEA employees and parents/guardians, including but not limited to meetings held pursuant to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act. The Biome's internal security cameras are exempt from this policy. Exceptions to this prohibition will be made on a case-by-case basis and in accordance with federal and state laws.

If a parent or guardian wishes to request an exception to this general prohibition, she or he must make a written request to the organizer of the meeting no later than one week prior to the meeting. The request must state the reasons why the parent or guardian believes The Biome should make an exception and/or why she or he believes that the use of a recording device is necessary to comply with any applicable federal or state laws. The Biome will provide a written response to the request prior to the scheduled meeting.

## Parent Teacher Organization (PTO)

The Biome has an active Parent Teacher Organization that supports the learners, staff and community. A variety of events and activities will be offered. Please join and support the Biome School PTO For more information or to get involved email [pto@thebiomeschool.org](mailto:pto@thebiomeschool.org).

## The Biome Board Policies

All Board policies The Biome School are available for review on the school's website, which can be accessed at <https://thebiomeschool.org/current-families/forms/>.

# APPENDIX

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# Every Student Succeeds Act (ESSA) Complaint Procedures

This guide explains how to file a complaint about any of the programs<sup>1</sup> that are administered by the Missouri Department of Elementary and Secondary Education (the Department) under the (ESSA)<sup>2</sup>.

<b>Missouri Department of Elementary and Secondary Education Complaint Procedures for ESSA Programs Table of Contents</b>	
<b>General Information</b> 1. What is a complaint under ESSA? 2. Who may file a complaint? 3. How can a complaint be filed?	
<b>Complaints filed with LEA</b> 4. How will a complaint filed with the LEA be investigated? 5. What happens if a complaint is not resolved at the local level (LEA)?	<b>Complaints filed with the Department</b> 6. How can a complaint be filed with the Department? 7. How will a complaint filed with the Department be investigated? 8. How are complaints related to equitable services to nonpublic school children handled differently?
<b>Appeals</b> 9. How will appeals to the Department be investigated? 10. What happens if the complaint is not resolved at the state level (the Department)?	

## 1. What is a complaint?

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

## 2. Who may file a complaint?

Any individual or organization may file a complaint.

## 3. How can a complaint be filed?

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

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

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

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

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

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

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

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

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

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

The following activities will occur in the investigation:

1. **Record.** A written record of the investigation will be kept.
2. **Notification of LEA.** The LEA will be notified of the complaint within five days of the complaint being filed.
3. **Resolution at LEA.** The LEA will then initiate its local complaint procedures in an effort to first resolve the complaint at the local level.
4. **Report by LEA.** Within thirty-five days of the complaint being filed, the LEA will submit a written summary of the LEA investigation and complaint resolution. This report is considered public record and may be made available to parents, teachers, and other members of the general public.
5. **Verification.** Within five days of receiving the written summary of a complaint resolution, the Department will verify the resolution of the complaint through an on-site visit, letter, or telephone call(s).
6. **Appeal.** The complainant or the LEA may appeal the decision of the Department to the U.S. Department of Education.

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

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

## **9. How will appeals to the Department be investigated?**

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

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

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

<sup>1</sup> Programs include Title I, A, B, C, D, Title II, Title III, Title IV.A, Title V  
4/17

Revised

<sup>2</sup> In compliance with ESSA Title VIII- Part C. Sec. 8304(a)(3)(C)

*Local education agencies are required to disseminate, free of charge, this information regarding ESSA complaint procedures to parents of students and appropriate private school officials or representatives.*



## Drop-Off/Pick-Up Traffic Flow

Drop Off Period: 7:40 AM – 7:59 AM

Pick Up Period: 3:30 PM – 3:45 PM



- ❖ Vehicles **MUST** head west on Olive Street (school must be on your right hand side) in order to make a right turn into The Biome’s parking lot for pick-up and drop-off, as shown in the map above.
- ❖ Cars should use The Biome’s reserved drive-through lane along the curb in front of the school to wait to turn right into the parking lot – **PLEASE DO NOT BLOCK** the west-bound driving lane on Olive Street.
- ❖ Cars heading east on Olive Street will not be allowed to make a left turn into The Biome’s parking lot. This would otherwise create traffic jams and is unsafe for pedestrians.



## Sample Menus

Menus conform to the nutritional requirements set out by the School Breakfast and Lunch Programs

*Sample Breakfast Menu*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	WG Cereal Banana Juice Milk	WG Warm Bagel Cream Cheese Apple Milk	WG Cereal Raisins Juice Milk	WG Biscuit Sausage Pineapple Tidbits Juice Milk	WG Cereal Cantaloupe Juice Milk	
	WG Cereal Raisins Juice Milk	WG Pancakes w Syrup Sausage Apple Milk	WG Cereal Diced Pears Juice Milk	Breakfast Pizza Orange Juice Milk	WG Cereal Honeydew Juice Milk	
	WG Cereal Apple Milk	Breakfast Sandwich Banana Juice Milk	WG Cereal Pears Juice Milk	WG French Toast Sticks Syrup Sausage Juice Milk	WG Cereal Pineapple Juice Milk	
	WG Cereal Raisins Juice Milk	Scrambled Eggs WG Biscuit Banana Juice Milk	WG Cereal Pineapple Milk	WG Pancakes Syrup Sausage Pears Juice Milk	WG Cereal Oranges Juice Milk	

\*WG denotes whole grain rich food.

*Sample Lunch Menu*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	WG* Chicken Nuggets Tots Peas Orange Milk	WG Ground Beef Stroganoff Carrots Applesauce Milk	WG Cheese Pizza Broccoli Pineapple Milk	BBQ Pulled Chicken WG Bun Baked Beans Pears Milk	WG Nachos Corn Bananas Milk	
	WG Spaghetti w/Sauce WG Garlic Bread Broccoli Raisins Milk	WG Chicken Corn dogs Carrots Cantaloupe Milk	WG Homemade Chicken Quesadilla Black Beans Orange Milk	Sloppy Joe on WG bun Peas Banana Milk	Chicken Patty on WG bun Green Beans Fruit Cocktail Milk	
	Cheese Burger WG Bun Tots Peas Orange Milk	WG Mac & Cheese w/Ham Dinner Roll Greens Honeydew Milk	Beef Hot Dog on WG Bun Baked Beans Peaches Milk	WG Chicken Tetrazzini Green Beans Pears Milk	Lasagna WG Garlic Bread Carrots Applesauce Milk	
	WG Chicken Tenders Broccoli Goldfish Crackers Peaches	WG Chicken Corn dogs Black Beans Cantaloupe Milk	WG Cowboy Cavafini Carrots Pears Milk	WG Toasted Ham & Cheese Sandwiches Peas Banana Milk	Turkey Breast w/Gravy WG Roll Mixed Vegetables Fruit cocktail Milk	

\*WG denotes whole grain rich food.

# FORMS TO SIGN AND RETURN

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## Acknowledgement of Receipt of 2022-2023 Family Handbook

This handbook has been prepared to strengthen the partnership among learners, parents, guardians, and the school. Questions regarding policies and procedures should be directed to the Principal and Instructional Leader. The Biome reserves the right to modify this handbook during the school year as circumstances may dictate. **Please read and discuss the information contained in the handbook with your learner(s) and then detach and sign this form and return it to the main office.**

- ❖ Learning Success Compact
- ❖ Acknowledgement (below) indicating that you and your learner(s) understand the policies set forth by The Biome
- ❖ Technology Acceptable Use Policy

We have thoroughly read, discussed, and fully understand the information presented in the 2018-2019 The Biome Student and Family Handbook.

1<sup>st</sup> Parent/Guardian Signature: \_\_\_\_\_

2<sup>nd</sup> Parent/Guardian Signature: \_\_\_\_\_

Learner's Name(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE DETACH & RETURN THIS FORM TO SCHOOL**

# The Biome School Family Compact || 2022-23

By and between

Learner: \_\_\_\_\_

1<sup>st</sup> Parent/Guardian: \_\_\_\_\_

2<sup>nd</sup> Parent/Guardian: \_\_\_\_\_

The Biome Representative: Julie Harris, Principal

The primary goal of education at The Biome is to develop intellect and character. Social-emotional learning (SEL) and growth mindset are foundational pieces of our culture, staff development, academic model, and curriculum. The tenets of SEL and growth mindset serve as the building blocks for our learners' academic success and lifelong learning. At The Biome, our learners' individual gifts, talents and interests are recognized and valued as tools to increase their love of learning.

In order to achieve these goals, The Biome works closely with learners, parents, and guardians to create an educational experience that both meets the needs of each unique learner and contributes to their academic success.

This School-Family Compact outlines the expectations and responsibilities of each member of our learning community. Please see the appendix for a copy to sign and return as soon as possible.

## **Throughout the school year, teachers, interventionists, and/or administrators will:**

- Create a safe and productive learning environment
- Communicate clear information about classroom and schoolwide expectations, assignments and due dates, assessment schedules, school schedules, promotion and retention policies, and other pertinent school information
- Provide instruction, guided practice, and independent learning opportunities that support academic growth
- Differentiate instruction to meet the learning needs of each individual student
- Ensure that students understand how to access learning materials (i.e., assignments, assessments, and activities)
- Help students develop academic stamina and engage in productive struggle
- Update parents/guardians regarding students' academic, social-emotional, and behavioral growth/concerns
- Partner with parents/guardians to promote the academic, social-emotional, and behavioral development of students
- Ensure full compliance with all DESE and Federal Programs' Policies

## **Throughout the school year, students must:**

- Participate actively in their learning

- Be open to making mistakes as part of their learning process
- Complete all independent work (both at school and at home) thoughtfully
- Submit all independent work on time
- Adhere to schoolwide and classroom rules/expectations
- Come dressed in the approved school uniform
- Arrive rested and ready to learn

**Throughout the school year, parents/guardians must:**

- Ensure that children attend school every day, arriving on time and staying for the entire school day
- Provide a space in the home for their children to read and complete independent work
- Help their children establish routines (i.e., sleep and wake schedules, designated times for completing assignments)
- Help their children track upcoming assignments and due dates, and ensure that independent work is completed and submitted on time
- Provide learning support (as needed) that aligns with the instructional strategies introduced at school
- Guide children in the completion of independent work (as needed) without doing the work for them
- Promptly read and respond to school communications
- Communicate with the principal, classroom leader, and/or social worker if current life circumstances make it difficult for children to fully engage in learning

By signing this Compact, all parties agree to uphold the responsibilities and expectations as outlined above.

Learner Signature:

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1<sup>st</sup> Parent/Guardian:

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2<sup>nd</sup> Parent/Guardian:

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Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The Biome School: Julie Harris, Principal

**PLEASE DETACH & RETURN THIS FORM TO SCHOOL**

# Technology Acceptable Use Model Policy

## **SECTION 1. Technology Use and Safety**

The School recognizes that its technology resources have an important educational purpose when used properly.

**Section 1.2** The School will monitor the online activities of minors and operate a technology protection measure (“content filter”) on the network and all School technology with Internet access, as required by law. In accordance with law, the content filter will be used to protect against access to visual depictions that are obscene or harmful to minors or are child pornography. Content filters are not foolproof, and the School cannot guarantee that users will never be able to access offensive materials using School equipment. Evading or disabling, or attempting to evade or disable, a content filter installed by the School is prohibited. The School Leader or designee will create a procedure that allows students, employees or other users to request that the School review or adjust the content filter to allow access to a website or specific content.

**Section 1.3** In addition to the use of a content filter, the School will take measures to prevent minors from using School technology to access inappropriate matter or materials harmful to minors on the Internet. Such measures shall include, but are not limited to, supervising and monitoring student technology use, careful planning when using technology in the curriculum, and instruction on appropriate materials. The School Leader, designee and/or the technology administrator will develop procedures to provide users guidance on which materials and uses are inappropriate, including network etiquette guidelines.

**Section 1.4** All minor students will be instructed on safety and security issues, including instruction on the dangers of sharing personal information about themselves or others when using e-mail, social media, chat rooms or other forms of direct electronic communication. Instruction will also address cyberbullying awareness and response and appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

This instruction will occur in the School's computer courses, courses in which students are introduced to the computer and the Internet, or courses that use the Internet in instruction. Students are required to follow all School rules when using School technology resources and are prohibited from sharing personal information online unless authorized by the School.

**Section 1.5** All School employees must abide by state and federal law and Board policies and procedures when using School technology resources to communicate information about personally identifiable students to prevent unlawful disclosure of student information or records.

**Section 1.6** All users are prohibited from using School technology to gain unauthorized access to a technology system or information; connect to other systems in evasion of the physical limitations of the remote system; copy School files without authorization; interfere with the ability of others to utilize technology; secure a higher level of privilege without authorization; introduce computer viruses, hacking tools, or other disruptive/destructive programs onto school technology; or evade or disable a content filter.

## **SECTION 2 Technology Privileges**

**SECTION 2.1.** The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators and teachers will deem what is inappropriate use and their decision is final. The school may deny, revoke, or suspend specific user access.

**Section 2.2.** Employees may be disciplined or terminated, and students suspended or expelled, for violating the School's technology policies and procedures. Any attempted violation of the School's technology policies or procedures, regardless of the success or failure of the attempt, may result in the same discipline or suspension of privileges as that of an actual violation. The School will cooperate with law enforcement in investigating any unlawful use of the School's technology resources.

### **SECTION 3. Staff Responsibilities for Use of Technology**

- Develop and help students develop the skills needed to discriminate among information sources, to identify information appropriate to age and developmental levels, and to evaluate and use information to meet educational goals;
- Supervise and/or monitor all to whom one grants access to technology resources regarding implementation of this policy;
- Take an active role in ensuring that students and their parents are aware of the individual student's responsibility to use technology resources in an ethical and educational manner.
- Supervise student Internet and computer usage.
- Comply with School policies

### **SECTION 4. Student Responsibilities for Use of Technology**

- Never give out personal or family information such as phone numbers, credit card numbers, or home addresses.
- Never arrange for a face-to-face meeting with a stranger and never respond to abusive or suggestive messages. Report all such instances immediately to a teacher or member of the technology staff.
- Use appropriate language when using electronic email or other use of the computer. Do not swear, use vulgarities or any other inappropriate language.
- Comply with School policies when using School technology.

### **SECTION 5. Network User Responsibilities**

- Use of the School's technology resources must be in support of education and research consistent with the educational objectives of the School.
- Comply with all rules and laws regarding access and copying of information as prescribed by Federal, State, or local law, and Internet providers.
- Be polite and appropriate. Adhere to all standards of courtesy, etiquette, and existing board policies as they may be interpreted to apply to technology resources.
- Help maintain security of LEA technology resources by following this policy and maintaining secrecy of all passwords. All known 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.

## **SECTION 6. Unacceptable Uses Include, but are not limited to:**

- Providing unauthorized or inappropriate access to School technology resources.
- Any attempt to harm or destroy data of another user or other networks connected to the Internet.
- Activities involving the loss or unauthorized use of others' work.
- Distribution or use of obscene, abusive, or threatening material, including child pornography and any other material that is harmful to minors. Material that is harmful to minors is any picture, image, graphic image file, or other visual depiction that (a) taken as a whole and with respect to minors, appeals to the prurient interest in nudity, sex, or excretion; (b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- Unauthorized use of school resources for commercial, illegal, or profit-making enterprises.
- Knowingly wasting technology resources.
- Physical abuse of the equipment.
- Using technology resources in ways that violate school policies and behavior standards.
- Degrading or disrupting equipment or system performance.
- Installing unauthorized software on school computers, or any violation of copyright established for computer software.
- Knowingly uploading or creating computer viruses.

## **SECTION 7. Transmission of any material in violation of any federal or state regulation is prohibited.**

This includes, but is not limited to; copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

### **Section 8. User Privacy**

Section 8.1. A user does not have a legal expectation of privacy in the user's electronic communications or other activities involving the School's technology resources including, but not limited to, voice mail, telecommunications, e-mail and access to the Internet or network drives. By using the School's network and technology resources, all users are consenting to having their electronic communications and all other use monitored by the School. A user ID with e-mail access will only be provided to authorized users on condition that the user consents to interception of or access to all communications accessed, sent, received or stored using School technology.

Section 8.2. Electronic communications, downloaded material and all data stored on the School's technology resources, including files deleted from a user's account, may be intercepted, accessed, monitored or searched by School administrators or their designees at any time in the regular course of business. Such access may include, but is not limited to, verifying that users are complying with School policies and rules and investigating potential misconduct. Any such search, access or interception shall comply with all applicable laws. Users are required to return School technology resources to the School upon demand including, but not limited to, mobile phones, laptops and tablets.

### **Section 9. Closed Forum**



Section 9.1. The School's technology resources are not a public forum for expression of any kind and are to be considered a closed forum to the extent allowed by law. The School's webpage will provide information about the school but will not be used as an open forum.

Section 9.2. All expressive activities involving School technology resources that students, parents/guardians and members of the public might reasonably perceive to bear the imprimatur of the School and that are designed to impart particular knowledge or skills to student participants and audiences are considered curricular publications. All curricular publications are subject to reasonable prior restraint, editing and deletion on behalf of the school for legitimate pedagogical reasons. All other expressive activities involving the school's technology are subject to reasonable prior restraint and subject matter restrictions as allowed by law and Board policies.

**Section 10. No Warranty/No Endorsement**

Section 10.1. The School makes no warranties of any kind, whether expressed or implied, for the services, products or access it provides. The School's technology resources are available on an "as is, as available" basis.

Section 10.2. The School is not responsible for loss of data, delays, nondeliveries, misdeliveries or service interruptions. The School does not endorse the content nor guarantee the accuracy or quality of information obtained used the School's technology resources.

Learner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Learner Name: \_\_\_\_\_

As the parent or guardian of the above student-user, I understand these conditions for acceptable use of technology resources and will support this Technology Acceptable Use Policy. I further understand that I am responsible for any violation demonstrated by the above student.

Parent/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE DETACH & RETURN THIS FORM TO SCHOOL**

## Medical Treatment Consent

The undersigned consents to any emergency or medical treatment that may be necessary for the child at any nearby medical facility, as a result of or in connection with activities at The Biome. On behalf of the child and the undersigned, the undersigned further releases, discharges and agrees to indemnify and hold harmless The Biome, its directors, employees and agents from and against any loss, claim, liability, damage, cost or expense that may arise out of or related to the participation of the child in activities at The Biome.

## Photo/Media Consent

By your signature you agree that The Biome may use your child's still photograph or video in the routine promotion of classes and activities and for other noncommercial applications.

## Evaluation Consent

By your signature you agree that your child may participate in evaluative assessments and surveys related to The Biome's academic program and their participation.

Learner Name: \_\_\_\_\_

As the parent or guardian of the above learner, I understand and agree to the consent statements above (Medical Treatment Consent, Photo/Media Consent, and Evaluation Consent).

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE DETACH & RETURN THIS FORM TO SCHOOL**