BOARD OF EDUCATION The School District of Independence

The Board of Education met in regular session Tuesday, January 8, 2019, at 6:00 p.m. in the Board Room at the Board of Education Office, 201 North Forest Avenue, Independence, Missouri.

Members Present: Mr. Greg Finke, President

Mrs. Denise Fears, Vice President Dr. Matt Mallinson, Treasurer

Mrs. Jill Esry, Director

Mr. Blake Roberson, Director Mrs. Carrie Dixon, Director Mr. Eric Knipp, Director

Also Present: Dr. Dale Herl, Superintendent

Dr. Cindy Grant, Mr. Dean Katt, Dr. Janet Richards, Mr. Randy Maglinger, Ms. Prissy LeMay, Mr. Todd Theen, PTA, interested patrons, staff, and Ms. Annette

Miller.

The meeting was called to order by the President, Mr. Greg Finke, and minutes of the meeting were recorded by the secretary, Ms. Annette Miller. Mr. Finke welcomed everyone attending the meeting including a Boy Scout, Noah Easton, working on his Community Service Badge

The motion was made by Blake Roberson, second by Denise Fears, to approve the January 8, 2019 Agenda as presented. The motion was unanimously approved by the Board of Education.

Mr. Finke asked if anyone wished to address the Board of Education. No one responded.

Dr. Herl shared that the Bills List (\$9,765,212.89) amount is typical for this time of year and the Bond Issue projects are almost completed. He reviewed the Consent Agenda Items including recommendations for approvals to Let Bids for: RFP for Bank Services; Epoxy Floor Finishing at Jim Bridger Middle School, Bryant Elementary School, Korte Elementary School, Pioneer Ridge Middle School, Procter Elementary School, and Truman High School; Carpet and Cove Base at Jim Bridger Middle School, Bryant Elementary School, Korte Elementary School, and Procter Elementary School; Stair Tread Replacement at Jim Bridger Middle School, Korte Elementary School, and Procter Elementary School; Restroom Partitions at Jim Bridger Middle School; Painting Gym at Jim Bridger Middle School; and Replacement of Interior/Exterior Doors at Korte Elementary School.

Jill Esry made the motion to approve the January 8, 2019 Consent Agenda as printed.

- 1. Approval of December 11, 2018 Minutes.
- 2. Approval of January 8, 2019 List of Bills totaling \$9,765,212.89
- 3. Personnel Recommendation #11
 - A. Request to Resign (Certificated Staff) Effective End of the 2018-2019 School Year
 - 1. Bethany Lake, Special Education/Little Blue Elementary School
 - B. Reguest to Retire (Certificated Staff) Effective End of the 2018-2019 School Year.
 - Scott Engelmann, Industrial Technology/William Chrisman High School
 - 2. Marilyn Gunn, Vocal Music/Blackburn Elementary School
 - 3. Donna Putnam, Science/William Chrisman High School
 - 4. Allen Roberson, ROTC/Van Horn High School
 - C. Employment of Certificated Teaching Staff for the 2019-2020 School Year.
 - 1. Tressa Canaday, Elementary Teacher

The motion was seconded by Eric Knipp and unanimously approved by the Board of Education.

Dr. Herl reported that tomorrow will be the start of the 100th Legislative Session in Missouri. He said that a number of Bills have been pre-filed: charter schools; open enrollment; etc. He said there are a number of pro-public education legislators who will hopefully "beat back" the anti-public education bills. Cassell Park Elementary School is coming along well and he thanked the Board members for joining him on the tour of the school held earlier. He said the school should be completed in approximately six weeks. Interviews are being conducted and staff is being hired. Dr. Herl said that preliminary APR scores are being released and the District's score did go up.

Several New Business items were presented for the Board of Education's consideration and approval.

Dr. Herl asked Mr. Joe Kinder from George K. Baum to present information on the refunding of the 2009A Lease Obligation Bonds. Mr. Kinder stated that these were "Build America Bonds" and the refunding would allow savings

of some additional funds, approximately \$60,000. He said that this is a good time to go out to the market and issue these bonds. He said that hopefully the federal shutdown will not affect the sale and there is potential that the savings could possibly go up.

Denise Fears made the motion that the Board of Education approves the following Resolution authorizing the refunding of the 2009A Lease Obligation Bonds

RESOLUTION OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE, MISSOURI, AUTHORIZING GEORGE K. BAUM & COMPANY TO PROCEED WITH PREPARATIONS TO OFFER FOR SALE REFUNDING LEASE PARTICIPATION CERTIFICATES TO PROVIDE FUNDS TO REFINANCE CERTAIN OUTSTANDING LEASE OBLIGATIONS OF THE DISTRICT; AND AUTHORIZING SPECIAL TAX COUNSEL TO PROCEED WITH THE NECESSARY DOCUMENTATION THEREFOR.

The motion was seconded by Matt Mallinson and unanimously approved by the Board of Education.

Dr. Herl stated that this was the second and final reading for approval of the Board of Education Policy changes/additions. He reviewed the following Policies: 0412, 2745, 2765, 2825, 3470, 4130, 4411, 5610, 6116, 6160, 6190, and 7230.

Carrie Dixon made the motion that the Board of Education approves this as the second and final reading of changes and additions to Board of Education Policies as presented: 0412, 2745, 2765, 2825, 3470, 4130, 4411, 5610, 6160, 6190, and 7230. The motion was seconded by Jill Esry and unanimously approved by the Board of Education. (Pages 11633-11648)

Dr. Herl reviewed the recommended Board of Education Regulation changes and additions. Regulation changes: 2400 - grants the District the right to provide electronic copies instead of hard copies of requested records; 2530 - adjusts the graduation requirements; 2850 - District is required to provide information on the flu and other vaccinations due to State Statutes; 3100 - changes the threshold of single item costs from \$1,000 to \$3,000; 3165 - sets the definition of small purchases from \$50,000 to \$75,000 and impacts sealed bids; 4321- clarifies how leaves must be used and in what order; 4411 - allows teacher externships to be used for professional growth purposes; and 6190 - defines how the District will administer virtual classes offered outside of those provided by the School District.

Eric Knipp made the motion, second by Blake Roberson, that the Board of Education approves adopting the changes and additions to the Board of Education Regulations 2400, 2530, 2850, 3100, 3165, 4321, 4411, and 6190 as presented. The motion was unanimously approved by the Board of Education. (Pages 11649-11689)

Dean Katt, Human Resources Director, shared information on the proposed 2019-2020 School Year Calendar. He said that by adding seven (7) minutes per day to the calendar it allowed teacher days to go down from 185 to 182 and student attendance days to go to 170 from 173. The start date will be August 14, 2019 and the last attendance day is scheduled for May 15, 2020. The Graduation date will be Saturday, May 23, 2020. The Administration is recommending that November 5, 2019 (Election Day) be a non-student attendance day and be a Professional Development day for staff. Jill Esry and Carrie Dixon served as the Board of Education's representatives on the Committee.

Matt Mallinson made the motion, second by Denise Fears, that the Board of Education approves the 2019-2020 School District calendar as presented. The motion was unanimously approved by the Board of Education. (Page 11690)

Dr. Herl shared the three (3) Employment Calendars for the 10, 11, and 12 month employees for the 2019-2020 school year. Ten month employees will work 204 days, eleven month employees will work 229 days, and twelve month employees will work 251 days.

The motion was made by Eric Knipp that the Board of Education approve the ten, eleven, and twelve month Employment Calendars for the 2019-2020 school year as presented. The motion was seconded by Carrie Dixon and unanimously approved by the Board of Education. (Pages 11691-11693)

Dr. Herl shared findings in the 2018 Audit Report. The District has two significant deficiencies: investment of more than 5 years in TVA Bonds from a scholarship donor who will not change; and timely reconciliation of financial statements and payroll accounts which the District is initiating changes to address this issue. There were no material weaknesses found and the Audit was clean otherwise.

Denise Fears made the motion, second by Blake Roberson, that the Board of Education approves the Audit for the 2017-2018 school year as presented. The motion was unanimously approved by the Board of Education.

ORGANIZATION, PHILOSOPHY AND GOALS

Policy 0412

Meetings

Meetings - Participation by Public

A period of time not to exceed thirty (30) minutes, unless extended by the Board, will be allotted to residents of the District and staff at the beginning of the meeting for comments. Remarks may be limited to five minutes and to one appearance, thus allowing a maximum number of participants in the allotted time period in which citizens are to speak to issues. Questions directed to the Board cannot always be answered immediately. All questions will be responded to by an appropriate person within a reasonable period of time.

Requests to Address the Board

The Board is very interested in citizen viewpoints and problems, however, citizens are encouraged to work through problems at the building and/or administrative levels before coming to the Board. District residents and employees who desire to address the Board during the public comment period must may present items to be considered for placement on the agenda. This request must be in writing, specifying the individual's name who will be addressing the Board, the subject of the presentation, supporting data, and the desired action. The request is to be directed to the Board of Education and must be received in the Office of the Superintendent of Schools by 4:00 pm two one weeks before the regular meeting of the Board of Education. The Board President and the Superintendent shall determine whether or not the request is appropriate for inclusion on the agenda, either in open or closed session, or for public comment.

The Board may refuse to address an issue if the individual proposing the topic has not first attempted to resolve the matter through the appropriate established procedures and policies. The Board reserves the right to impose reasonable restrictions on the number of items placed on the agenda and the number of spokespersons for any given public comment period. In the event the Board agenda is full, items may be rescheduled for the next regular Board meeting.

Public Comment Period

A period of time not to exceed thirty (30) minutes, unless extended by the Board, will be allotted to residents of the District and staff at the beginning of the meeting for comments. The Board is very interested in citizen viewpoints and problems, however, citizens are encouraged to work through problems at the building and/or administrative levels before coming to the Board. for public comment by District residents and staff members who have received prior approval and placement on the agenda. Individuals who have not been placed on the agenda, pursuant to this policy, may not speak during the public comment period. The Board has established a maximum limit of five minutes per approved spokesperson, thus allowing a maximum number of participants in the allotted time period. Only items from the posted agenda may be discussed during the public comment period. Remarks may be limited to five minutes and to one appearance, thus allowing a maximum number of participants in the allotted time period in which citizens are to speak to issues.

Policy 0412 Page 2

Questions directed to the Board cannot always be answered immediately. Board members or other representatives from the District will not respond during the meeting to comments made during the period for public comment. All questions will be responded to by an appropriate person within a reasonable period of time.

STUDENTS Policy 2745

Student Welfare

Electronic Data Breach

In the event of a breach of data that includes personal student information maintained in an electronic form, the District will send written notification of the breach to the student's parent/guardian. In addition, the District will also send notification of such breach to the Department of Elementary and Secondary Education and to the state auditor.

For purposes of this policy, student personal information shall mean a student's first name or fist initial and last name in combination with any one or more of the following data elements that relate to the individual if any of the data elements are not encrypted, redacted, or otherwise altered by any method or technology in such a manner that the name or data elements are unreadable or unusable:

- 1. Social Security Number;
- 2. Financial account number, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account;
- 3. Unique electronic identifier or routing code, in combination with any required security code, access code, or password that would permit access to an individual's financial account;
- 4. Driver's License Numbers or other unique identification number created or collected by government body;
- 5. Medical information; or
- 6. Health Insurance Information.

Student personal information does not include information that is lawfully obtained from publically available sources or from federal, state, or local government records that are lawfully made available to the general public.

NEW 11/18

STUDENTS Policy 2765

Student Welfare

Transfer of Care and Custody

A parent or legal custodian of a student may execute a power of attorney transferring the care and custody of the student for a period of up to one year. The transfer of custody will not change or modify parental or legal rights contained in an existing court order or deprive parents of visitation. Parents or legal guardians may revoke the power of attorney at any time.

Parents or legal custodians who are members of the Armed Forces, including reserve components, the Commissioned Officer Corps of the National Oceanic and Atmospheric Administration (NOAA), the Public Health Services of the United States, Department of Health and Human Services detailed for duty with the United States Armed Forces, or who is required to enter or serve in the active military service of the United States, under a call or order of the President of the United States, or to serve on state active duty, may delegate care and custody of their student for a period of longer than one year if on active duty service. The delegation of care and custody may not exceed the term of active duty service plus thirty (30) days.

The delegation of care and custody will not alter or affect the District's residency requirements.

If enrolled in the District, as soon as reasonably possible upon execution of a power of attorney for the temporary care of a child, the District shall be notified of the existence of the power of attorney and be provided a copy of the power of attorney as well as the contact information for the attorney-in-fact. While the power of attorney is in force, the District will communicate with both the attorney-in-fact and any parent or legal custodian with parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child. The District shall also be notified of the expiration, termination, or revocation of the power of attorney as soon as reasonably possible following such expiration, termination, or revocation and will no longer communicate with the attorney-in-fact regarding the child upon the receipt of such notice.

STUDENTS Policy 2825

Student Services

ACT Administration

In any school year in which DESE directs a state-funded, or the District directs a District-funded census administration of the ACT to any group of District students, students who are allowed or required to take the ACT assessment will have the option to take the assessment in its regular configuration or take the ACT Work-Keys assessment. Students opting to take the ACT Work-Keys assessment will do so within three (3) months before administration of the ACT assessment.

The District will not be required to fund an administration of the ACT assessment to any student who participated in a State- or District-funded administration of Work-Keys.

New 11/18

FINANCIAL OPERATION

Policy 3470

Accounting and Reporting

Average Daily Attendance - Early Childhood Program

Pupils between the ages of three and five who are eligible for free and reduced lunches and who attend the early childhood education program are included in the District's calculation of average daily attendance. If a pupil who is eligible for free and reduced price lunch leaves the early childhood program during the school year, the District may fill the vacant enrollment spot with another pupil between the ages of three and five who is also eligible for free and reduced lunch without affecting the District's calculation of average daily attendance.

The total number of three and five-year olds included in the District's calculation of average daily attendance must not exceed four percent (4%) of the total number of students who are eligible for free and reduced lunch between the ages of three and eighteen who are included in the District's average daily attendance.

PERSONNEL SERVICES

Policy 4130 (Regulation 4130)

Employment

Certificated Staff Contracts

Employment contracts will be in writing and will be signed by the employee, the Board president and the Board secretary. Contracts will include the amount of annual compensation and the days of service.

Certificated staff members under contract include probationary teachers, permanent teachers and administrative staff. The probationary period allows a teacher to demonstrate, and the District to assess the teacher's competence. Beginning after the initial one (1) year contract, teachers who have demonstrated their competence through performance may be offered additional contracts.

Visiting Scholar Certificate

The District may employ teachers with the Visiting Scholar Certification under the following provisions:

- Verification from the District that such teacher will be employed as part of a businesseducation partnership designed to build career-pathways to teach in the ninth grade or higher for which the teacher's academic degree or professional experience qualifies the teacher.
- 2. Appropriate and relevant bachelor's degree or higher, occupational license or industry-related recognized credential.
- 3. Completion of the application for a one year visiting scholar certificate.
- 4. Completion of a background check as required by state law.

Under these circumstances, Department of Elementary and Secondary Education may issue a one year visiting scholar certificate. The visiting scholar may renew their certificate for a maximum of two (2) years based upon completion or completion of the requirements listed above; completion of professional development required by the District and attainment of a satisfactory performance-based teacher evaluation.

PERSONNEL SERVICES

Policy 4411 (Regulation 4411)

Professional Activities, Training and Professional Growth

Professional Development Program

The Board shall provide a Professional Development Program to be in compliance with State Statutes regarding assistance for beginning teachers. A committee will be elected to develop a plan to carry out the goals of the Professional Development Program.

The District will establish a Professional Development Committee to work with beginning teachers and experienced teachers in identifying instructional concerns and remedies; assist beginning teachers with implementation of their professional development plan; serve as a consultant upon a teacher's request; arrange training programs for mentors; assess faculty needs and develop in-service opportunities for school staff; present faculty suggestions, ideas and recommendations pertaining to classroom instruction within the School District; and review and evaluate the District's staff development program.

In any year, expiring with fiscal year 2024, in which the amount appropriated and expended to public schools for transportation of students is less than 25% of the allowable costs of providing student transportation, the Board, by majority vote, may allocate less than 1%, but no less than 0.5%, of money received under the school foundation formula to the District's professional development.

SUPPORT SERVICES

Policy 5610

Transportation

School Bus Drivers

This concern is especially true when students are transported in District vehicles where the pupil-employee ratio is high and when the potential risks are significant. Accordingly, no person will operate a District school bus unless the person possesses a valid school bus permit and has complied with the regulations of the Department of Revenue. Applicants for school bus permits may be required to annually pass a written skills examination. Accordingly, no person will operate any school bus owned by or under contract with the District unless the driver has qualified for a school bus endorsement and has complied with the relevant rules and regulations of the Department of Revenue and all final rules issued by the Secretary of the United States Department of Transportation. A driver may also qualify if they possess a valid school bus endorsement on a valid commercial driver's license.

As required by regulations of the Missouri Department of Elementary and Secondary Education, all school bus drivers employed by the District or through a transportation contractor are required to submit a health certificate completed by a physician for each current school term. In addition to the required health certificate, the Board may require evidence of continued good health from individual drivers at any time it deems necessary.

School bus endorsements are issued to applicants who meet the following qualifications:

- Has a valid state license;
- Is at least 21 years of age;
- Has passed an operator's examination prescribed by the Department of Revenue. Such Examination to include the commercial driver's license skills test (CDL); and
- Has obtained a satisfactory health certificate which will be valid for two (2) school years.

As deemed necessary by the District, individual drivers may be required to provide evidence of continued good health.

Operators who are 70 years of age or older will be required to annually pass the commercial driver's license skills test. Such annual examination does not include the pre-trip inspection portion of the CDL.

INSTRUCTIONAL SERVICES

Policy 6116

Curriculum Services

State Mandated Curriculum: Human Sexuality

Human Sexuality Instruction

Any course materials and instruction related to human sexuality and sexually transmitted diseases will be medically and factually accurate and will:

- 1. Provide instruction on human sexuality and in HIV prevention that is age appropriate;
- 2. Present abstinence from sexual activity as the preferred choice of behavior, in relation to all sexual activity for unmarried students;
- 3. Advise students that teenage sexual activity places them at a higher risk of dropping out of school;
- 4. Stress that sexually transmitted diseases are serious, possible health hazards of sexual activity;
- 5. Provide students with the latest medical information regarding exposure to human immunodeficiency virus, AIDS, human papilloma virus, hepatitis, and other sexually transmitted diseases;
- 6. Present students with the latest factually accurate information regarding the possible side effects and benefits of all forms of contraception;
- 7. Include discussions of the possible emotional and psychological consequences of preadolescent and adolescent sexual activity. Such discussions will include the consequences of adolescent pregnancy, the advantages of adoption, the adoption of special needs children, and the process involved in making an adoption plan;
- 8. Teach skills of conflict management, personal responsibility, and positive self-esteem. Instructions will include the prohibition against making unwanted sexual advances and methods to resist sexual advances and other negative peer pressures;
- 9. Advise students of the laws relating to their financial responsibility to children born out of wedlock and the criminal sanctions for statutory rape;
- 10. Not encourage or promote sexual activity;

- 11. Not distribute or aid in the distribution of legally obscene materials to minors on school property;
- 12. Teach students about the dangers of sexual predators, including on-line predators;
- 13. Teach students how to behave responsibly and remain safe on the Internet;
- 14. Teach students the importance of having open communications with responsible adults;
- 15. Teach students how to report an inappropriate activity to a responsible adult, and where appropriate, to law enforcement, Federal Bureau of Investigations or the National Center for Missing and Exploited Children's CyberTipline;
- 16. Teach students about the consequences, both personal and legal, of inappropriate text messaging, including texting among friends.
- 17. Teach students about sexual harassment defined as uninvited and unwelcome verbal or physical behavior of a sexual nature, including, but not limited to, conduct of a person in authority towards a subordinate.
- 18. Teach students about sexual violence defined as causing or attempting to cause another person to involuntarily engage in any sexual act by means of force, threat of force, duress or without the person's consent.
- 19. Advise students that in the context of sexual activity consent means a freely given agreement to engage in specific acts by a competent person. Consent is not given when:
 - a. A person does not verbally or physically consent; or
 - b. Submission to an act is the result of force, threat of force, or the placement of another in fear; or
 - c. A previous or current dating, social, or sexual relationship in and of itself; or
 - d. A person chooses to dress in any particular manner; or
 - e. A person is unable to make informed decisions because of the influence of alcohol or the influence of controlled substances.

An expression of lack of consent through words or conduct means there is no consent.

The parents/guardians of each student will be advised of:

1. The content of the District's human sexuality instruction;

Policy 6116 Page 3

2. Their right to remove their student from any part of the District's human sexuality instruction.

The District's human sexuality curriculum will be available for public examination prior to its use in actual instruction. Consideration will be given to separating students by gender for human sexuality instruction.

The District will not permit any individual or organization that provides abortion services, to offer, sponsor, or furnish course materials related to human sexuality or sexually transmitted diseases.

INSTRUCTIONAL SERVICES

Policy 6160

Curriculum Services

Curriculum for Gifted and Talented Students Education Program

The Board of Education directs that curriculum be developed to meet the needs of students who have been identified as gifted and talented by multi-criteria assessment developed by professional staff. This curriculum is to include strategies infused in all areas of regular education, K-12, as well as specific curriculum designed to enrich the regular curriculum in order to meet the challenge of educating the gifted student.

The Board directs the Administration to seek whatever resources are available to develop curriculum and programs in this area, including Department of Elementary and Secondary resources for Gifted and Talented Education.

The District's Gifted Education Program will allow for grade acceleration for students who demonstrate:

- Advanced performance or potential for advanced performance; and
- The social and emotional readiness for acceleration.

The acceleration opportunity will apply to subject acceleration and/or whole grade acceleration.

Review of Application Denial

Parents/guardians may request a review of the District's determination that their student did not qualify to receive services through the District's Gifted Education Program. The review process is as follows:

- Review of the decision by their building principal;
- Review by the central office administrator who is responsible for supervision of the Gifted Program;
- A written submission to the Board of Education stating the parents'/guardians' basis for an appeal.
- The Board may deny the written submission or may meet with the parents/guardians at a Board meeting to consider the appeal. The Board's decision is final.

While appeal is permitted for denial of entry into the Gifted Program, no such appeal is available for acceleration decisions.

The District and District employees are immune from liability from any and all acts or omissions relating to the decision that a child did not qualify to receive services through the District's Gifted Education Program. **Rev. 11/18**

INSTRUCTIONAL SERVICES

Policy 6190

Student Academic Achievement

Virtual Instruction Program

The District will participate in the State's Virtual Instruction Program (MoVIP). MoVIP offers District students the opportunity to participate in free or tuition paid online courses in a variety of grade level and content areas from kindergarten through grade 12. District students who wish to enroll in the Missouri virtual school must first enroll in the public school of residence.

MoVIP courses may be taken during the school day or outside of the school day. The number of credits that a student may earn during any academic period will not be limited by the District. Students and their parents/guardians are encouraged to meet with school counselors to develop an educational program, including MoVIP courses, which best meets the individual needs of District students. Students participating in MoVIP courses will have access to District facilities and technology which are otherwise available to students participating in the regular school program. The District does not provide equipment, Internet access, supplies, or materials to students participating in the Missouri Virtual School.

The District will receive notification from MoVIP concerning the percentage of work satisfactorily completed by each student for each virtual education class completed. District staff members will assign a grade and course credit depending upon the percentage of work satisfactorily completed for each class. In awarding credit and assigning grades, the District will apply the same standards for grade assignment and credit award as are applied to courses completed in the District's traditional curriculum. Credit toward meeting District graduation requirements will be awarded for MoVIP courses provided the work completed meets the academic standards required in the District's traditional educational program.

The District may also recognize and assign credit for courses offered through other electronic media courses such as satellite video courses, cable video courses, interactive education television consortium, and computer-driven or on-line courses. Students may also be awarded credit for satisfactorily completed course work from accredited institutions. In addition, the District may offer virtual courses that could take place outside of a District facility. The District will ensure that virtual courses purchased from outside vendors are aligned with the Show-Me curriculum standards and comply with state requirements for teacher certification. Students and their parents/guardians should consult with their school counselor to determine whether satisfactory completion of such work is eligible for award of District credit. This discussion should occur prior to enrollment in such programs.

The District will participate in the Missouri Course Access and Virtual School Program ("Program"). The Program offers District students the opportunity to enroll in virtual school courses in a variety of grade level and content areas from Kindergarten through grade 12. The

Policy 6190 Page 2

District may elect to offer specific courses as part of the program. Any on-line courses or virtual programs offered by the District prior to August 18, 2018 will be automatically approved for program participation, where the District course meets program requirements.

FACILITIES DEVELOPMENT

Policy 7230

Facilities Construction

Prevailing Wage

The District will comply with the provisions of Missouri's Prevailing Wage Law Chapter 290. However, for District construction projects where either the engineer's estimate or the bid for the total project accepted by the Board is Seventy-five Thousand Dollars (\$75,000) or less, prevailing wage requirements will not be required. In calculating whether the bid amount or engineer's estimate is Seventy-five Thousand Dollars (\$75,000) or less, the total cost of the project will control.

New 11/18

STUDENTS

Regulation 2400 (Form 2400)

Student Educational Records

Definitions

Directory information means information contained in the educational record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. In the Independence School District, directory information includes the following: the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous school attended, and photographs.

- 1. Educational record means those records that are directly related to a student and are maintained by the District.
- 2. *Disclosure* means to permit access to or the release, transfer, or other communication of educational records, or the personally identifiable information contained in those records, to any party, by any means, including oral, written or electronic means.
- 3. *Eligible student* means a student who has reached 18 years of age or attends an institution of post-secondary education.
- 4. Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent/guardian in the absence of a parent/guardian.
- 5. Personally identifiable information includes, but is not limited to the student's name; the name of the student's parent/guardian or other family member; the address of the student or student's family; a personal identifier, such as the student's social security number or student number; a list of personal characteristics that would make the student's identity easily traceable, or other information that would make the student's identity easily traceable.
- 6. Student means any individual who is or has been in attendance in the District and about whom the District maintains educational records.

General Guidelines

1. The District shall give full rights under this regulation to either parent/guardian of a student, unless the District is provided with a court order, state law or other legally binding document that specifically revokes the parent/guardian's rights to access under this regulation.

- 2. When a student reaches the age of 18, or attends a post-secondary institution of education the parent/guardian rights under this policy will transfer from the parent/guardian to the student.
- 3. The District will annually disseminate a notice of the rights available under this regulation to parent/guardian and eligible students. The annual notification will include a statement that the parent/guardian or eligible student is entitled:
 - a. To inspect and review the student's educational records.
 - b. To request changes to the educational records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.
 - c. To consent to disclosures of personally identifiable information contained in the student's educational records, except to the extent that federal and state law authorize disclosure without such consent; and
 - d. To obtain a copy of this policy and guidelines.

The annual notification will also inform parents/guardians and eligible students where copies of the policy and guidelines are located.

4. Prior to making directory information public, the District will notify the parent/guardian regarding the categories of information that it has designated as directory. In addition, the District will allow a reasonable period of time after such notice for the parent/guardian or eligible student to inform the District that any or all of the designated directory information should not be released without the parent's/guardian's or eligible student's consent.

Procedures for Inspection and Review of Educational Records

- 1. The District's regulation permits parents/guardians and eligible students to inspect and review the educational records of the student.
- 2. After a request for access to records, the District will allow access within a reasonable period of time, but in no case more than forty-five (45) days after receipt of the request. All requests for access should be directed to the Custodian of Records.

- 3. After the parent/guardian or eligible student has had an opportunity to inspect and review the student's educational records, the parent/guardian may make a request for explanations and interpretations of the records to the Custodian of Records. The District's designee shall respond to all reasonable requests for explanation or interpretation.
- 4. The District will not destroy any educational record if there is an outstanding request to inspect and review that record.
- 5. If a student's educational records contain information on more than one student, the parent/guardian or adult student may inspect, review or be informed of only the specific information about that student. That is, all information pertaining to another student will be redacted.
- 6. The District may employ the use of security videos in its hallways, classrooms and/or buses. Security videos maintained by the District's law enforcement unit (if any) or not maintained at all (recycled) are not considered educational records and therefore may not be inspected and reviewed under FERPA. If security videos are maintained by the District, such videos are protected educational records under FERPA and may be viewed by parents or patrons with a court order or written permission from the parent(s) of each student to whom the video is directly related.
- 7. The District may disclose personally identifiable information from an educational record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent/guardian or eligible student. Each party to whom disclosure may be made under this policy must first sign a statement in which he/she agrees to abide by this provision and agrees to use the information disclosed only for the purposes for which the disclosure was made. This does not apply to disclosures of directory information or to any information that the District is required to disclose under Missouri law.

Copies of Educational Records

1. The District has no obligation to provide copies of educational records to parents, their representatives or adult students under FERPA unless failure to provide copies prevents a parent or adult student from exercising the right to inspect or review the records, or is otherwise required by law. For example, if a parent does not live within driving distance of the school district, is hospitalized, or incarcerated, he or she may have a right to copies.

Though the District does not generally have an obligation to provide copies under FERPA, it will nonetheless provide up to 20 pages per student, per school year, without

charge. All requests for copies over 20 pages per student, per school year will be charged 10 cents per page, which must be paid for in advance. The District also reserves the right to provide electronic copies of records to the requesting party on a removable drive, such as on a USB, thumb or "flash" drive, or on a DVD or CD-ROM. The District may also charge a reasonable fee for the cost of the removable drive, DVD or CD-ROM, unless the imposition of the fee effectively prevents the parent or eligible student from exercising the right to inspect and review the records.

The District will administratively consider exceptions to this policy on a case by case basis. The factors to be considered in making such an exception include but are not limited to the purpose of the copies, whether the request is overly time consuming or burdensome, and the number of prior requests. If copies are requested to be sent to an agency or individual other than the adult student or parent/legal guardian, all proper releases must be signed.

Procedures to Request Amendment of a Student's Educational Records

- 1. If a parent/guardian or eligible student believes the educational records for that student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy or other rights, he/she may ask the District to amend the record. All such requests should be directed to the Custodian of Records.
- 2. The District's designee, in consultation with the administration or Board of Education as needed, shall decide whether to amend the record as requested within a reasonable time after the request.
- 3. If the District's designee decides not to amend the record, he/she shall inform the parent/guardian or eligible student of that decision and of their right to request a hearing on the request.
- 4. If a hearing is requested, the District will hold the hearing within a reasonable time after it has received the request and will give the parent/guardian or eligible student reasonable advance notice of the date, time and place of the hearing. The hearing may be conducted by any individual, including an employee of the District, who does not have a direct interest in the outcome of the hearing. The District will give the parent/guardian or eligible student a full and fair opportunity to present evidence relevant to the issue(s) raised by the parent/guardian or eligible student's request. The parent/guardian or eligible student may, at their own expense, be assisted or represented at the hearing by any individual of their choice, including an attorney.

- 5. The District will make its decision in writing within a reasonable period of time after the hearing. The decision will be based solely on the evidence presented at the hearing, and will include a summary of the evidence and the reasons for the decision.
 - a. If the District decides, as a result of the hearing, that the information is inaccurate, misleading or violates the student's rights, the District shall amend the record and inform the parent/guardian or eligible student of the amendment in writing.
 - b. If the District decides, as a result of the hearing, that the information is not inaccurate, misleading, or otherwise in violation of the student's rights, the District shall inform the parent/guardian or eligible student of that decision and shall inform the parent/guardian or student of his/her right to place a statement in the record commenting on the contested information or stating why he/she disagrees with the District's decision, or both. If the parent/guardian or eligible student submits such a statement, the District will maintain that statement with the student's educational records as long as the record is maintained and will disclose the statement whenever it discloses the portion of the record to which the statement relates.

Procedures Regarding Disclosure of Personally Identifiable Information Where Consent is Required

- 1. Before the District discloses personally identifiable information from a student's records (other than directory information), the District will obtain a signed and dated written consent from the parent/guardian or eligible student. The written consent will specify the records that may be disclosed; state the purpose of the disclosure; and identify the party or parties to whom disclosure may be made.
- 2. If the parent/guardian or eligible student so requests, the District will provide him/her with a copy of the records disclosed.

Disclosure of Personally Identifiable Information Where Consent is Not Required

The District may disclose personally identifiable information from a student's educational records without the written consent of the parent/guardian or eligible student in the following circumstances:

1. Disclosure may be made to other school officials, including teachers, within the District whom the District has determined to have legitimate educational interests. In addition, the school official or his/her assistants who are responsible for the custody of the records and those parties authorized to audit the record keeping procedures of the District may

inspect the records relating to each student without the consent of the parent/guardian or eligible student.

The District designates the Custodian of Records to make the determination as to whether a particular school official has a legitimate educational interest in accessing a student's educational records. Before accessing any student's educational records, the school official seeking access must submit a written request to the Custodian of Records. The request must include the student's name, the reason for the request, the school official's name and the date of the request. The District's designee must provide in writing whether the request was granted or denied and the reason for the decision. If the request is granted, the request and the designee's decision must be maintained with the student's educational records.

- 2. Disclosure may be made to officials of another school district or post secondary educational institution where the student seeks or intends to enroll.
- 3. Disclosure may be made to authorized federal and state agencies and authorities.
- 4. Disclosure of acts of school violence, as set forth in Policy and Regulation 2673, may be made to District employees who are directly responsible for the student's education or who interact with the student in the performance of the employee's duties.
- 5. Disclosure related to past or potentially future violent behavior may be made to appropriate staff members of portions of any student's individualized education program team.
- 6. Disclosure may be made to law enforcement officials, as soon as is reasonably practicable, of the commission of the criminal acts listed in Regulation 2673.
- 7. In appropriate circumstances, District administrators may disclose student educational records to law enforcement and/or juvenile authorities where necessary to serve students prior to adjudication. Officials to whom such educational records are disclosed are required to comply with federal law governing students' educational records.
- 8. Disclosure may be made to the appropriate division of the Juvenile Court of the suspension of more than ten (10) days of any student under court jurisdiction.
- 9. Disclosure of discipline records may be made within five (5) days to any requesting school district where the student seeks to enroll.

- 10. Disclosure may be made if such disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility, amount of aid, condition for the aid, or to enforce the terms and conditions of the aid.
- 11. Disclosure may be made to organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate or administer predictive tests; administer student aid programs; or improve instruction, if the study is conducted in a way that does not permit personal identification of parent/guardian and students, and the information is destroyed when no longer needed for the purposes for which the study was conducted.
- 12. Disclosure may be made to accrediting organizations to carry out their accrediting functions.
- 13. Disclosure may be made to comply with a judicial order or lawfully issued subpoena and only after the District makes a reasonable effort to notify the parent/guardian or eligible student of the order or subpoena in advance of the compliance.
- 14. Disclosure may be made to appropriate parties where the disclosure is in connection with a health or safety emergency and the information is necessary to protect the health or safety of the student or other individuals.
- 15. Disclosure may be made where the disclosure is of information the District has designated to be directory information.
- 16. Disclosure may be made to the parent/guardian of a noneligible student or to an eligible student.
- 17. Disclosure may be made without the written consent of the parent/guardian or eligible student as otherwise may be specified by federal or state law.

Record Keeping Procedures

- 1. The District will maintain a record of each request for access to and each disclosure of personally identifiable information from the educational records of each student. Custodian of Records will be responsible for keeping such records of requests and disclosures.
- 2. The District will maintain the record of each request and disclosure with the educational records of the student as long as the records are maintained by the District.

- 3. For each request or disclosure, the District's record will include the parties who have requested or received personally identifiable information from educational records and the legitimate interests the parties had in requesting or obtaining the information.
- 4. If the District discloses personally identifiable information from an educational record under the exceptions enumerated in the section above, the District will record the names of those persons to whom that party may disclose the information on behalf of the District and the legitimate interests which each of the additional parties has in requesting or obtaining the information.
- 5. If the District discloses information pursuant to a health or safety emergency, the District, within a reasonable time period, will record in the student's educational records the significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.

REV. 1/19

STUDENTS Regulation 2530

Student Academic Achievement

Graduation Requirements

Graduation Requirements for the Class of 2016 2019 and Subsequent Years:

1. Twenty-five (25) Twenty-eight and a half (28.5) units of credit are required for graduation to be earned in grades nine through twelve.

2. Graduation Requirements

Specific	Requirements	Requirements	Requirements	Graduation
_	Classes of	Class of	Classes of	Requirements
Courses	2016	2017	2018	
Language Arts	4 units	4-units	4 units	4 units
Social Studies	3 units	3 units	3 units	3 units
Mathematics	3 units	3 units	3 units	3 units
Science	3 units	3 units	3 units	3 units
Fine Arts	1 unit	1 unit	1 unit	1 unit
Practical Arts	1 unit	1 unit	1 unit	1 unit
Physical Education	1 unit	1 unit	1 unit	1 unit
Health	0.5 unit	0.5 unit	0.5 unit	0.5 unit
Personal Finance	0.5 unit	0.5 unit	0.5 unit	0.5 unit
Other Electives	8 units	9 units	10 units	11.5 units
Total to Graduate	25 units	— 26 units	27 units	28.5 units

The Independence School District requires that each student select, as part of their preparation for graduation, an Academy pathway. The intent of Academy requirement is to encourage students to clarify education and career interest to prepare for advanced study at four-year colleges/universities, community colleges, or technical institutions and/or for direct entry into the world of work.

3. Classification of Secondary Students

A classification system is recommended as follows: with at least 7 credits earned = Sophomore status, 14 credits earned = Junior status, and 21.5 credits earned = Senior status. Graduation Plans would be required for sophomores with fewer than 7 credits, juniors with fewer than 14 credits, and seniors with fewer than 21.5 credits.

Additional Considerations Regarding Graduation

Summer School

Course credit(s) earned in summer school or night school may be counted toward the high school graduation requirements if the courses meet Missouri Department of Elementary and Secondary Education standards and regulations. Summer school grades do not influence class rank.

Credit Recovery Options

Credit recovery provides an opportunity for high school students who fail a course to complete the requirements of the class. Once the student demonstrates mastery of the course requirements, the student shall receive credit for the course. Grades earned through credit recovery options such as night school and FuelEd will not impact a student's class rank.

Correspondence Credit

A maximum of two (2) units of correspondence credit from accredited colleges and universities may be counted toward the high school graduation requirements. Students desiring to use correspondence credit to meet graduation requirements shall obtain prior approval of the principal or his/her designee.

Virtual Instruction Program

The District will participate in a virtual instruction program called FuelEd. The District will receive notification from teachers facilitating FuelEd courses concerning the percentage of work satisfactorily completed by each student for each virtual education class completed. District staff members will assign a grade and course credit depending upon the percentage of work satisfactorily completed for each class.

Special Education

Exceptions to the above graduation requirements may be made for students enrolled in special education classes. In making these exceptions, the instructional and administrative staffs will be guided by each student's ability to perform. Specific courses may be required of a special education student when it is determined to be in the best interest of the student. The Individual Educational Plan (IEP) may determine the appropriate educational program leading to the awarding of a diploma, as well as exemption from class rank.

In awarding credit and assigning grades, the District will apply the same standards for grade assignment and credit award as are applied to courses completed in the District's traditional curriculum. Credit toward meeting District graduation requirements will be awarded for FuelEd courses provided the work completed meets the academic standards required in the District's traditional education program.

Locations and Courses	Current Credit Awarded Per Year	Waiver of One (1) Unit of Academic Credit
Summit Tech. Acad.		
Pre-Prof. Nursing	3 in Science/Practical Arts	Science
Enter. Media Tech.	3 in Fine Arts	Na
Summit Intl. Studies Academy	3 in General Electives	Social Studies
Herndon Career Ctr.		
Auto Collision I and II	3 in Practical Arts	Science
Cosmetology	3 in Practical Arts	Com. Arts or Science
Auto Tech. I and II	3 in Practical Arts	Science
Culinary Arts	3 in Practical Arts	Com. Arts or Science
Diesel Mechanics I and II	3 in Practical Arts	Science
Early Childhood Prof.	3 in Practical Arts	Com. Arts
Electronic Systems Tech. I and II	3 in Practical Arts	Math
Foundations of Nursing	3 in Practical Arts	Science
Heating Vent. AC I and II	3 in Practical Arts	Com. Arts or Science
Networking Sys. I and II	3 in Practical Arts	Com. Arts or Math
Small Business Management	3 in Practical Arts	Com. Arts
Welding/Metal Fab. I and II	3 in Practical Arts	Science or Math
Metropolitan Comm. College		
MCC Manufacturing Technology	3 in Practical Arts	Math
MCC Public Safety	3 in Practical Arts	N/A

Course Credits, Board of Education Award, Weighted Courses Course Credits

Required courses may be taken during the regular school day, during the District's summer school, through approved correspondence programs, and through approved virtual instruction programs. Additional considerations concerning graduation involving summer school, correspondence credit, transfer students, and other issues may be discussed with a counselor. Students who voluntarily withdraw from a class after the first twenty (20) attendance days of each semester will receive an "F" in the class for that semester. Exceptions may be allowed by the principal or his/her designee.

Graduation-Honors

Each year at graduation, we recognize outstanding academic achievement through a system of honors known as Latin Honors. The honors are bestowed based on an individual's grade point average as opposed to rank. The following breakdown describes each level of honor, how the honor is recognized, and what criterion is used to determine the honor.

Honor	Criterion	Regalia
Cum Laude	Grade Point Average of 3.5 3.69	Red Honor Cord
Magna Cum Laude	Grade Point Average of 3.7 3.89	Gray Honor Cord
Summa Cum Laude	Grade Point Average of 3.9 or higher	Red and Gray Honor Cord

Grade point averages for honors are based on the weighted grade point average. Transfer students may receive other recognition if earned.

Board of Education Award

All graduating seniors will be ranked. Over the course of the high school career, all semester GPAs are combined to comprise the cumulative GPA. However, class rank is based on total accumulated grade points, not GPA.

Rev. 10/2007

The Board of Education shall present a scholastic medal and plaque to those graduating seniors who:

- place in the top one percent of the class;
- complete eight semesters of high school attendance; and
- attend four years of high school education totally in The School District of the City of Independence.

Weighted Courses

Weighted courses are available in selected subject areas. They carry an additional grade point value and some offer college credit as well, due to the nature of the class. Weighted courses are determined according to the following criterion:

- 1) Advanced Placement (AP)/Pre-AP
- 2) College credit status (Project Lead the Way)
- 3) Dual Credit
- 4) The lower weighting chart will go into effect for all incoming freshmen scheduled to graduate in 2013.

Courses taken in Advanced Placement or dual-credit formats will receive added grade points in the grading system. Students enrolled in Pre-AP or Project Lead the Way (PLTW) courses will receive a weighted value of .50 on a 4.0 scale. Students enrolled in AP or dual-credit courses will receive a weighted value of 1.0 on a 4.0 scale.

Regulation	2530
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	Grade Poi	nts Awarded	
Grade	Un-Weighted	Dual-Credit/AP	Pre-AP/PLTW
A	4	5	4.5
B	3	4	3.5
C	2	3	2.5
D	1	2	1.5
F	0	1	0

A current listing of weighted courses can be found in the Program of Studies.

Transfer Students

For a class to be counted as a weighted class, the student must have come from an accredited high school in Missouri or the equivalent classification from another state or a North Central Association or equivalently accredited high school.

No class taken in another school district will be counted as weighted unless the same course is offered as a weighted class in the District's curriculum and is conducted as an honors/weighted class in the sending school.

Students who are transferring more or fewer credits than can be earned by Independence high school students (4 credits per semester), will have their potential grade points adjusted to 4 credits so as to not provide an unfair advantage when calculating class rank. Under these circumstances, the counselor will correlate the courses identified on the transcript from the previous school to the courses offered through the District's program of studies. If a course is identified that is not offered in the District's program of studies, then this course will be removed from the accumulated grade points available. The course credit will still be applied toward graduation requirements. If all the courses transferred are found with the District's program of studies, then the course that is not an identified course needed for graduation will be removed from the calculation. If all courses are needed for graduation, then the lowest grade will be removed from the calculation.

Juniors and Seniors transferring from another accredited Missouri school who cannot reasonably meet the Independence School District graduation requirements of 28.5 credits, may be permitted to graduate based on the successful completion of a program of studies equivalent or higher than the graduation requirements outlined at their previous school. The transferring student must create a graduation plan with their counselor, and the plan must be agreed upon by the building principal. The graduation plan must include the following requirements to be considered to receive an Independence School diploma:

Specific Courses	Credit Requirements	
English/Language Arts	4 credits	
Social Studies*	3 credits	
Mathematics	3 credits	
Science	3 credits	
Fine Arts	1 credit	
Practical Arts	1 credit	
Physical Education	1 credit	
Health **	0.5 credit	
Personal Finance 0.5 credit		
Total elective credits will be determined based on the of credits needed to satisfy or exceed the gradual requirements outlined at their previous school credits.		
Total to Graduate	Total credits must be equivalent or higher than graduation requirements outlined at their previous school.	

- * Students shall meet the requirements of Sections 170.011, RSMo. (United States and Missouri Constitutions, and American history and institutions), and 170.345, RSMo. (Civics).
- ** Students shall meet the requirement of Section 170.310, RSMo., concerning cardiopulmonary resuscitation (CPR) instruction and training.

Grade Point Average (GPA), Class Rank, and Weighted Courses

Grade points are awarded based on the table on the preceding page. The grade points are used in computing a GPA. Over the course of the high school career, all semester GPA's are combined to comprise the cumulative GPA. However, class rank is based on total accumulated grade points, not GPA. Students who take a full schedule all four years, and include as many weighted courses as possible will earn more grade points than students who take a few weighted courses or who take a partial schedule during the senior year.

Semester Attendance Requirement

The Board of Education recommends that each student attend eight (8) semesters of high school in the regular four year course of study in grades nine and above. A student desiring to graduate after seven (7) semesters of attendance must have approval by the Board of Education. Students wishing to graduate early must submit their letters of intent to their principal and Board of Education by November 1st to be eligible for consideration. Through this procedure, students must complete credit check forms to be signed by their counselor, parents, principal, and must be attached to the letter of intent. Students should be advised that omission of the eighth semester will affect the class rank and cause them to forfeit participation in activities regulated by the Missouri State High Schools Activities Association under its eligibility requirements. (Rev. 1/14/2003) A student desiring to graduate after six (6) semesters of attendance must demonstrate a significant cause for consideration and they must follow the same process as previously stated.

Satisfactory completion of twenty-eight and one half (28.5) units of credit is required for graduation by the Board of Education for the classes of 2019 and subsequent years.

Students who have completed all graduation requirements are eligible to receive a diploma during the spring graduation ceremony of that given year.

The attendance requirement may be reduced for pupils who cannot attend due to illness. Part of the minimum requirement may be earned by these students through correspondence or through approved homebound study.

STUDENTS

Regulation 2850 (Form 2850)

Student Services

Inoculations of Students

As mandated by the Missouri Department of Health, students must have up-to-date immunizations before being permitted to attend classes. Form 2850 provides a chart of immunization requirements by grade level.

- 1. The District will maintain an individual health record for each student, including an immunization history supplied by the parent/guardian.
- 2. A complete immunization history will be required upon entrance to school. Satisfactory evidence of immunization is a statement, certificate or record from a physician or health facility that verifies the type of vaccine, the month, day and year of administration. The parent/guardian will be informed that any needed immunizations must be obtained prior to enrollment and attending school. Homeless children will be granted a temporary thirty (30) day grace period within which to submit proof of compliance or demonstrate satisfactory progress.
- 3. In certain special situations, exemptions or "In Progress" statements may be needed.
 - a. If a student has received all immunizations that are age appropriate but has not completed the minimum required for school attendance, the parent/guardian must obtain an "In Progress" card from a physician or health department that identifies when the next dose is due.
 - b. If the student cannot receive the needed immunization(s) for medical reasons, a medical exemption will be completed and signed by a physician and filed in the student's health record.
 - c. If the parent/guardian objects to immunizations for religious reasons, an exemption must be signed by the parent/guardian and verified by the school nurse. This must be renewed annually. Protection against disease as a desirable measure for the protection of the student will continue to be emphasized.
- 4. In the event of an outbreak, students who are exempt from immunizations for any reason will be excluded from school for their own protection and that of other students, in accordance with State Rule 13 CSR 50-101.0412. The only exception will be students exempted by a physician because they have already had the disease and have available laboratory confirmation of immunity.

- 5. The District will notify the parent/guardian if a student will require any additional doses of a vaccine, giving the date by which the vaccine must be given to remain in compliance with the law.
- 6. To the extent that the District provides Information on immunizations, Infectious disease, medications, or other school health issues to parents/guardians, the District will include information that is at least similar to the information provided by the Center for Disease Control and Prevention about Influenza and influenza vaccinations.
- 7. The District will prepare the immunization report (CD 31) for the Missouri Department of Health by the specified date. Any deficiencies will receive follow-up as recommended. Every effort will be made to return excluded students to school as soon as possible. The parent/guardian will be advised of resources available to obtain needed protection. The parent/guardian who does not make an effort to comply with the law in order to return students to school within ten days may be reported to the local juvenile authority for enforcing the truancy law.
- 8. An ongoing review of immunization records will be made to ensure that entering transfer students, students who are "In Progress," and those needing Td boosters during the school year have adequate protection. Students will be notified in the spring that Td boosters will be due during the next school year. The records of entering transfer students and those due for boosters will be flagged, or a separate file or a line listing of these students will be maintained, to facilitate compliance with the statute.

FINANCIAL OPERATION

Regulation 3100

Financial Management

The following procedures or actions shall be taken:

- 1. <u>The Missouri Financial Accounting Manual published by the Missouri</u> Department of Elementary and Secondary Education shall be adopted for financial accounting.
- 2. All receipts, including student activity funds, shall be deposited in the School District account as provided by law. There shall be no separate accounts of any organization, individual, or department for funds collected or received in connection with any school activity or program.
- 3. All expenditures shall be paid by check except that a petty cash fund of \$200.00 shall be kept by the Secretary of the Board of Education for purposes of payment of obligations for which no charge account can be arranged. A descending ascending register shall be maintained showing all petty cash transactions. Also, receipts, numbered consecutively shall be maintained whereby all expenditures shall be described relative to amount, date, and purpose with all receipts being attached to the voucher to be approved by the Board of Education. All receipts shall be signed by the person disbursing and receiving petty cash from the fund.
- 4. The Superintendent of Schools shall formulate administrative procedures to facilitate the orderly expenditure and receipt of funds. The Superintendent is empowered to purchase for the District within limits as set forth by the budget approved by the Board of Education; however, purchases of single items with a unit cost of \$1,000.00 \$3,500.00 or more shall be approved by the Board of Education, except for emergency items which are necessary to prevent interruption of school operations.
- 5. The School District accountant shall maintain student activity accounts for various classes and organizations. Upon graduation any funds which remain in the account of the graduating class shall be transferred to the Student Council Account.

FINANCIAL OPERATION

Regulation 3165

Procurement Standards – Federal Contracts

Conflict of Interest

The District maintains a written code of standards of conduct which governs the performance of District employees who may be engaged in the award and administration of contracts. These standards will include a prohibition against employees who are involved in the selection, award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved.

A conflict of interest would arise if a District board member or employee, any member of their family, their partner, or an organization which employs or is about to employ any of the parties named in this paragraph, has a financial or other interest in the firm selected for the award.

Neither District board members, nor employees will accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to sub-agreements. This rule will not apply to gifts of less than ten dollars (\$10.00), or is an unsolicited item of nominal intrinsic value. Violations of these conflict of interest provisions will result in disciplinary action up to and including termination for employees, and up to and including public sanction of a violating Board member.

Avoidance of Unnecessary/Duplicate Purchase

The District will review proposed procurements to avoid purchases of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. Where appropriate to foster great economy and efficiency, the District will consider entering into state and local intergovernmental agreements for procurement, or lease of common goods and services. Moreover where appropriate, the District will use Federal excess and surplus property in lieu of purchasing new equipment and property.

The District will, when appropriate, consider and utilize value engineering clauses in contracts for construction projects for cost reductions. In making awards, the District will select contractors to successfully perform under the terms of the procurement. In analyzing the suitability of contractors, consideration will be given to contractor integrity, compliance with public policy, past performances, as well as, financial and technical services.

Recordkeeping

The District will maintain records sufficient to detail the significant history of a procurement. These records will include, but not be limited to, the following:

- rationale for the method of procurement;
- selection of contract type;
- contractor selection/rejection; and
- basis for the contract price.

Time and Material Type Contracts

The District will use time and material contracts only after a determination has been made that no other contract is suitable and, if the contract includes a ceiling price, which the contractor may exceed only at its own risk.

Contractor Compliance Resolution

The District is responsible for resolution and settlement of all contractual and administrative issues arising out of Federal related procurements including, but not limited to, source evaluation, protests, disputes and claims. Violations of law will be referred to the local, state or federal authority having jurisdiction.

The District will maintain procedures to handle and resolve procurement disputes, including provisions to share information regarding the protest to the awarding agency.

Competition for Contract Awards

The District will conduct all procurement transactions in a manner providing full and open competition. In doing so, the District will avoid:

- placing unreasonable requirements on firms seeking to qualify to do business;
- requiring unnecessary experience or excessive bonding;
- noncompetitive pricing practices among bidders;
- noncompetitive awards to consultants that are retainer contracts;
- organizational conflicts of interest;
- specifying only a brand name product instead of allowing an equal product to be offered;
- any arbitrary actions in the procurement process.

The District will avoid in such Federal procurements administratively imposed in – state or local geographical preferences in the evaluation of bids or proposals, except where federal law expressly mandates or encourages such preferences. However, when contracting for architectural and engineering services, geographic locations may be a selection criteria provided that the use of such criteria leaves a sufficient number of qualified firms to compete for the contract.

Procedures for Procurement Transactions

The District will ensure a clear and accurate description of the technical requirements for the material, product or service to be provided under federally related procurements. The description

may include a statement of the qualitative nature of the material, product or service to be procured and when appropriate will set forth those minimum essential characteristics and standards to which it need conform in order to satisfy the intended use. Where appropriate, a "brand name or equal" description may be used to define the performance or other requirements of a procurement.

The District will ensure that all prequalified lists of persons, firms, or products are current and include enough qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitations process.

Methods of Procurement Affecting

Micro Purchases

Where small purchases under Three Thousand Five Hundred Dollars (\$3,500.00) price quotations will be obtained from an adequate number of qualified sources. Micro Purchases will be distributed equally among qualified vendors.

Small Purchases

The District will utilize the following procurement procedures for purchases of \$50,000 \$75,000 or less. The District where feasible will obtain at least three (3) bids or quotes for each such purchase. The District will maintain documentation for all "small purchases" including the small purchase item; identity of quotes/bids; amount of such bid/quotes; and the date of purchase.

Sealed Bids

When procurement is by sealed bid (formal advertising), bids are publically solicited and a firm-fixed price contract is awarded, the award will be made to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation to bid, is the lowest in price. The sealed bid procurement method will be utilized for all purchases in excess of \$50,000 \$75,000. The sealed bid method is preferred for construction if the following conditions apply:

- a complete adequate and realistic specification is available;
- * two or more responsible bidders are willing and able to compete for the project;
- the procurement lends itself to a firm price contract; and
- selection of the successful bidder can be made principally on the basis of lowest price

If sealed bids are used, the following requirements apply:

- invitation to bid will be publically advertised and bids will be solicited from an adequate number of known suppliers providing them sufficient time to bid;
- invitation to bid will define the items or services to be bid;
- all bids will be publically opened at a time and place described on the invitation to bid;

- firm fixed-price contract award is made to the lowest responsive and responsible bidder;
 and
- any and all bids may be rejected when there is a sound documented reason.

Competitive Proposal

The District will utilize a competitive proposal method when conditions are not appropriate for the use of sealed bids. This method will be utilized where either a firm-fixed price is capped or cost reimbursement contract is available. When this method is used, the following requirements will apply:

- requests for proposals will be publicized along with evaluation factors and their relative importance;
- proposals will be solicited from any adequate number of qualified sources;
- a clear method of technical evaluations of the proposals and selective of any awardee will be utilized;
- awards will be made to the firm whose proposal is most advantageous to the program with price and other factors considered; and
- this method may be used for selection of architectural and engineering firms where qualifications are evaluated and the most qualified firm is selected subject to negotiations; and
- more than one contractor/vendor is submitted an offer.

Noncompetitive Sole Source

Where appropriate, procurement may be made by a proposal from any one source or after solicitation, competition is deemed inadequate. This method will be used when small purchase procedures, sealed bid, or competitive proposals are not feasible and one of the following applies:

- item is available from only one source, or there is an emergency situation;
- using the services of the Small Business Administration and the Minority Business Development Agency;
- requiring the prime contractor, where subcontracts are to be left to utilize the steps set out above sole source purchases will be well documented concerning the necessity for all sole source purchases.

Contract Cost and Price

The District will perform a cost or price analysis in connection with every procurement action. At a minimum, the District will make independent estimates before receiving bids or proposals. A cost analysis will be required when adequate price competition is lacking and for sole source procurements, unless price reasonableness can be established on the basis of catalog or mailed price. The District will negotiate profit as a separate element of the process for each contract.

public emergency will not permit a delay in competitive solicitation; and

• the awarding Federal agency authorizes this method.

Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

The District will take all necessary steps to assure participation of such firms. Affirmative steps will include:

- placing such firm on a solicitation list;
- assuring that such firms are solicited whenever possible;
- when economically feasible dividing total requirements into smaller contracts or quantities; and
- when economically feasible establishing delivery requests which encourage participation for such firms in which there is no price competition and small cases where cost analysis is performed. Consideration will be given to the complexity of the work, the risk to be borne, contractor's investment, the amount of subcontracting, quality of contractors' work on similar work.

Costs or prices on estimated costs will be allowable only to the extent that costs incurred or cost estimates are consistent with Federal cost principals. The District will not use a cost plus a percentage of cost and a percentage of construction cost method.

Agency Review

The District will make available, upon request of the Federal agency, all documents, including but not limited to, procurement specifications; invitations to bid; procurement procedures; preaward documents.

Biding Requirements

The District will require bonding for all construction or facility improvements ensuring that the awarding Federal agency's interests are adequately protected as provided in federal regulations.

Contract Provisions

The District's contracts under the Regulation will include:

- administrative, contractual or legal remedies for contractor breaches and provide appropriate remedies for such breaches;
- compliance with Executive Order (EO 11246);
- compliance with Copeland Anti-Kickback Act;
- compliance with Davis Bacon Act;
- compliance with § 103 and 107 of the Contract Work Hours and Safety Standards Act;

- notice of awarding agency's requirements and regulations pertaining to reporting;
- notice of awarding agency's requirements and regulations pertaining to patent rights;
- notice of awarding agency's requirements and regulations relating to copyrights and rights in data;
- access to contractor's book documents, papers and records which are pertinent to the contract;
- compliance with all applicable standards, order or requirements under §306 of the Clean Air Act, §508 of the Clean Water Act (EO 11738) and Environmental Protection Act Regulations; and
- mandatory standards and policies relating to emergency efficiency contained in the state emergency conversation plan.

Background Checks

All District vendors shall conduct criminal record and sexual offender background checks on each of its employees who, under a procurement contract, may provide services on District property or at District events. Copies of such record requests will be provided to the District upon request.

Faith Based Organizations

Faith based organizations are eligible to contract with those Districts on federally related contracts on the same basis as any other private organization. In such contracting, the District will not discriminate for or against an organization based on the organization's religious character or affiliation. However, private organizations that engage in inherently religious activities, such as religious workshops, instruction or proselytization must offer these services separately in a time or location separate from any programs or services supported by a federally related District contract.

A faith based organization that contracts with the District on a federally related contract may retain its independence, autonomy, right of expression, religious character and authority over its governance.

Rev. 1/19

PERSONNEL SERVICES

Regulation 4321

Absences, Leave and Vacation

Family and Medical Leave

A. ELIGIBLE EMPLOYEES

Employees eligible for family and medical leave must:

- 1. Have been employed for a total of *at* least twelve (12) months (not necessarily consecutive); and
- 2. Have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave (for non-instructional staff and part-time instructional staff); or
- 3. Have been considered full-time (for instructional staff); and
- 4. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining the employee's eligibility for FMLA leave.

B. QUALIFYING REASONS FOR LEAVE

An eligible employee may take unpaid leave for the following reasons:

- 1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
- 2. The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one (1) year of the date of placement).
- 3. The care of the employee's child (including biological, adopted, or foster child, step-child, legal ward, or child of a person standing in *loco parentis*, who is either under age 18, or age 18 or older and is incapable of self-care because of mental or physical disability), spouse or parent (including a person who stood *in loco parentis* to the employee when the employee was a child -- but not parent "in-law"), who has a serious health condition.
- 4. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position

- 5. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to active duty) requiring deployment to a foreign country in support of a contingency operation. Such leave may include Rest and Recuperation leave up to a maximum of fifteen (15) calendar days.
- 6. Any qualifying exigency arising out a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
- 7. The care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

C. DEFINITIONS

- 1. <u>Serious Health Condition</u> An illness, injury, impairment, or physical or mental condition that involves the following:
 - a. **Inpatient Care:** (overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
 - b. **Continuing Treatment:** Continuing treatment ** by a health care provider***, including the following:
 - i. Incapacity and Treatment: A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - 1. Treatment two or more times, within 30 days of the first day of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider; or
 - 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The in-person treatment visit must take place within seven days of the first day of incapacity.
 - ii. Pregnancy or Prenatal Care: Any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);

- iii. Chronic Conditions: Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:
 - 1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - 2. Continues over an extended period of time (including recurring episodes of a single underlying condition);
 - 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- iv. Permanent or Long-Term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- v. Multiple Treatments: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health cares services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- c. Exceptions: Unless complications develop, a <u>Serious Health Condition</u> does not include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.
- d. **Current Service Member**: A serious injury or illness for a current service member includes any illness or injury that existed before the beginning of the member's active duty and which was aggravated by service in the line of duty on active duty in the Armed Forces.

- e. Covered Veteran: A serious injury or illness is one that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran and is:
 - i. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. A physical or mental condition for which the covered veteran has received a VA Service Rated Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
 - iii. A physical or mental condition that substantially impairs the veteran's ability to secure or follow substantially gainful occupation by reason of a disability or disabilities related to military service or would so absent treatment; or
 - iv. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- 2. <u>Treatment</u> examinations to determine if a serious health condition exists and evaluations of the condition. "Treatment" does not include routine physical, eye, or dental examinations.
- 3. Health Care Provider includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.
- 4. Regimen of Continuing Treatment A course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing treatment" that includes the taking of over-the-counter medications such as aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can he initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- 5. <u>Qualifying Exigency</u> One of the following activities or conditions, occurring while the employee's spouse, son, daughter, or parent is on active duty in a foreign country or call to active

duty status in the National Guard or Reserves:

- a. Short-notice deployment notice is received seven days or less from date of deployment;
- b. Military events and related activities;
- c. Childcare and school activities arranging for alternatives or changed circumstances:
- d. Financial and legal arrangements;
- e. Counseling;
- f. Rest and recuperation (15 days maximum);
- g. Post-deployment activities; and
- h. Additional activities agreed upon by the employer and employee.
- 6. <u>Covered Service Members</u> Any **current** member of the Armed Forces, including the National Guard or Reserves, and any covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
- 7. <u>Covered Veteran</u> An individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
- 8. <u>Instructional Employee</u> A person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aids who do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

D. LENGTH OF LEAVE

All Employees

- 1. General Rule: An eligible employee is entitled to up to twelve (12) workweeks* of unpaid leave within a twelve-month period without loss of seniority or benefits. When both spouses in a family work for the District, they will be entitled to a total of twelve (12) weeks of unpaid leave (rather than weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.
 - The amount of leave available to an employee at any given time will be calculated by using the calendar year.

- All leave taken under the policy and leave for any other reason that would qualify under FMLA (e.g., worker's compensation leave that qualifies as a serious health condition), will be counted against the employee's leave entitlement under FMLA. Employees will be required to run all FMLA leave concurrently with other leaves available to the employee.
- When an employee is not required to report for work for one or more weeks (e.g., instructional employees who do not report for work during Christmas/New Year holiday, or during the summer), such days will not count against the employee's FMLA leave.
- 2. Care of Covered Service Members Leave: An eligible employee is entitled to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single twelvemonth period, which begins on the first day the eligible employee requests this type of FMLA leave. The employee may take leave to care for a covered service member and leave for one of the other FMLA-qualifying reasons; however, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.

3. Instructional Employees—End of Term Exceptions

- a. If an instructional employee** seeks leave for any purpose, including the employee's own serious health condition, of at least three (3) weeks in duration and the requested leave would begin more than five (5) weeks prior to the end of the academic term (school semester), the District may require the employee to continue taking leave until the end of the school term, if the instructional staff member's return to employment would otherwise occur during the three (3) week period before the end of such term.
- b. If the instructional employee seeks leave for any purpose other than the employee's own serious health condition, less than five (5) weeks prior to the end of the academic term, the District may require the staff member to continue taking leave to the end of the term, if the leave is greater than two (2) weeks in duration and the return to employment would occur within two (2) weeks prior to the end of the term.
- c. If the instructional employee takes leave for any purpose other than the employee's own serious health condition, within three (3) weeks prior to the end of the term, and duration of the leave is greater than five (5) days, the District may require the staff member to continue the leave until the end of the term.
 - When an employee is required to take leave until the end of an academic term, only the
 period of leave until the employee is ready and able to return to work shall be charged
 against the employee's FMLA leave entitlement.

E. COORDINATION WITH EXISTING LEAVE POLICIES

During a leave related to the employee's serious health condition, the employee shall exhaust all available paid sick leave, personal leave and or vacation before continuing such leave on an unpaid basis.

During a family or medical leave provided under this policy for all other FMLA-qualifying leave, birth, placement of a child for adoption or foster care, or for care of a family member, an employee shall first exhaust all unused vacation, or personal days, and paid sick leave before continuing such leave on an unpaid basis.

At the conclusion of a family or medical leave provided under this policy and regulation, an employee may elect to extend leave pursuant to the provision of other Board policies and regulations governing extended leave, so long as the employee is eligible for extended leave under such other policy or regulation. The amount of time taken for FMLA leave will be deducted from the period of leave available under other extended leave policies. Once the FMLA portion of the employee's leave has ended, and the employee has elected to continue on leave pursuant to another Board policy or regulation, the remaining portion of the leave will be governed by the provisions of the other policy or regulation with respect to compensation, benefits, reinstatement, and all other terms and conditions of employment as set forth in the other policy or regulation.

F. CERTIFICATION

The District shall retain the right to request a certification of the FMLA-qualifying need for leave from any employee making such a request. The procedure for providing such certification shall be as follows:

- 1. <u>Serious Health Condition</u> When an employee requests a leave of absence for a FMLA-qualifying reason, the employee must submit to the Superintendent/designee, a written medical certification form (available in the Superintendent/designee's office). When the leave is for the employee's own serious health condition and District provides a list of the employee's essential job functions, the employee's health care provider must certify the employee is unable to perform an essential function of the employee's job.
- a. **Timing** Upon receipt from the District, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition. If the certification is incomplete or insufficient, as determined by the Superintendent/designee, the District shall state in writing the nature of the deficiency and grant the employee seven additional calendar days to provide the District with a complete and sufficient certification. Failure to provide such certification within the specified time period may result in denial or delay of leave.

- b. Who May Contact Health Care Provider In the event the District determines an employee's certification remains either incomplete or insufficient, after the employee has been
- c. notified of any deficiencies and been granted time to correct such deficiencies, the following individuals will be authorized to contact the employee's health care provider:
 - i. The District's own health care provider;
 - ii. Human resources professional;
 - iii. Leave administrator; or
 - iv. Administration official.

Under no circumstances will the employee's direct supervisor be permitted to contact the employee's health care provider to certify the employee's health condition. Should an employee deny the District the ability to communicate with the health care provider regarding an incomplete or insufficient certification, the employee will be denied FMLA leave.

- d. **Second/Third Opinion** The District reserves the right to require an employee receive a second (and possibly a third) opinion from another health care provider (at the District's expense) certifying the serious health condition of the employee or family member. Further, second and third opinions may be required for military caregiver leave certifications that are completed by health care providers, as defined in Section 825.125 of the FMLA, who are not affiliated with DOD, VA or TRICARE.
- e. **Fitness for Duty** Before returning to work, an employee who is on leave for the employee's own serious health condition, must submit to the Superintendent/designee a health care provider's written certification form that the employee is able to perform the essential functions of the employee's job. The process for verifying the employee's fitness to return to duty shall be the same as for the initial certification set out above. Failure to provide a complete and sufficient fitness for duty certification may result in the delay or denial of job restoration.
- f. Recertification During the employee's leave, the District may periodically seek a recertification, no less than once every thirty days, unless the duration of the leave is known to be longer, in which case the District will not seek recertification until the end of the known duration of FMLA leave. The general rule has three exceptions, which permit the District to immediately seek a recertification from the employee. These exceptions include the following: 1) the employee requests a leave extension; 2) the circumstances necessitating leave change; or
- 3) the District received information disputing the validity of an earlier certification.

- g. **Intent to Return to Work** The District may require an employee to periodically report on the employee's intent to return to work.
- h. **Family Relationship** Employees requesting FMLA-qualifying leave related to a family member may be requested to provide reasonable documentation of the family relationship.
- 2. Qualifying Exigency The District may require an employee to provide it with a copy of the covered military member's active duty orders in support of a contingency operation, prior to permitting FMLA leave for a qualifying exigency. The District may also require the employee to certify, with reference to appropriate facts, that the reason for taking FMLA leave is permissible as it is one of the eight enumerated basis for taking qualifying exigency leave, as stated above. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above. For Rest and Recuperation leave, the District may require a copy of the military member's Rest and Relaxation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.
- 3. Care for Covered Service Members The District may require certification completed by the covered service member's health care provider prior to permitting an employee to use FMLA for the care of a covered service member. In addition to certifying the authenticity of the covered service member's serious injury or illness, any certification must also identify the injury or illness as occurring in the line of duty while on active duty. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.
- 4. <u>Care for Military Caregiver The District may require a Certification of Military Caregiver Leave</u>, to be completed by a Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized private health care provider, a DOD non-network TRICARE authorized health care provider or a health care provider, as defined in Section 825.125 of the FMLA who are not affiliated with DOD, VA or TRICARE. If the District requests certification, an employee may submit documentation of enrollment in the VA Program of Comprehensive Assistance for Family Caregivers as sufficient certification of the covered veteran's serious injury or illness. The documentation will be deemed sufficient even if the employee is not the named caregiver on the document. However, if the employee submits the documentation of the service member's enrollment in the VA Program of Comprehensive Assistance for Family Caregivers, the District may require the employee to provide additional information, such as confirmation of the familial relationship to the enrolled service member or documentation of the veteran's discharge date and status.
- 5. <u>Possibility of Waiver of Certification</u> The District, at its sole discretion, may waive the certification requirements set forth in this Regulation, as the circumstances of each FMLA-leave request may permit. Under no circumstances shall the District's exercise of its discretion be interpreted or construed as a permanent waiver of the certification requirements, but such

requirements shall remain in full force and effect unless and until the District specifically modifies or eliminates this Regulation.

G. INTERMITTENT OR REDUCED LEAVE

- 1. <u>Birth or Placement</u> Leave taken under this policy for the birth of a child, the placement of a child for adoption or foster care, or to care for such child may be taken on an intermittent or reduced work schedule only with the approval of the Board of Education.
- 2. <u>Non-Instructional Employees -</u> FMLA leave, other than birth or placement of a child, may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider, that the intermittent or reduced-schedule leave is medically necessary.
 - The District may require an employee taking intermittent or reduced-schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.
 - Whenever the need for the FMLA leave is reasonably foreseeable, the employee
 must make a reasonable effort to schedule the treatment so that it is not unduly
 disruptive to District operations.
- 3. <u>Instructional Employees</u> Leave taken because of the employee or family member's serious health condition may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider that the intermittent or reduced-schedule leave is medically necessary.

If an instructional employee requests intermittent leave to care for a spouse, son, daughter, or parent, or for the serious health condition of the employee, that is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period of the leave, the District may require the employee to:

- 1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- 2. Transfer temporarily to an available position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

The employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations. The District will not require the employee to take more leave than is necessary to address the circumstances that precipitated the need for the leave, and will calculate time lost in the same method used to calculate other types of absences, at an increment of no more than one hour.

H. INSURANCE PREMIUMS

During an employee's family or medical leave of absence, the District will continue to provide health, life, vision, and dental insurance coverage for employees who are eligible for insurance benefits. Voluntary deductions (employee contributions) for (dependent) insurance for health/life/vision/dental (and employee disability and/or supplemental life insurance) must be paid in full each month and received by the twenty-fifth (25th) day of the month. Payments are to be submitted to the insurance office. Failure to make payments in a timely manner while on FMLA leave may result in the loss of any and all insurance coverage provided by the District to its employees. Employees should contact the District administrator responsible for coordinating insurance benefits regarding specific arrangements for making the required payments.

I. JOB RESTORATION

Upon return from FMLA-qualifying leave in accordance with this Regulation, the employee will be returned to the same or an equivalent position with no loss in benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave may be subject to termination.

If an employee fails to return to work after the termination of the leave period, the District may recover health insurance premiums paid under the group plan during the leave period, except in certain circumstances (e.g., continuing serious health condition of employee or family member needing care, or other circumstances beyond control of employee). The District may recover any other insurance premiums (e.g., premiums for supplemental life insurance or for dependent coverage), submitted on behalf of the employee, for which the District has not been reimbursed, either upon the employee's return to work or the employee's failure to return after unpaid family or medical leave has ended.

J. NOTIFICATION

- 1. <u>District Notification Procedure</u> The District shall provide its employees with notice of their rights and responsibilities under the FMLA through use of the following Notices:
 - a. **General Notice** A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.

- b. **Eligibility Notice** This Notice shall state whether the employee qualifies to take FMLA leave.
- c. Rights and Responsibilities Notice This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee's liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee's right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices will be provided to all employees within five (5) business days of when the District becomes aware of a potential FMLA situation.
- d. **Designation Notice** Within five (5) business days of the District's receipt of sufficient information from the employee to make a determination, the District shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.
- 2. <u>Employee Notification Requirements</u> Absent unusual circumstances, all employees seeking FMLA leave must follow the District's customary call-in procedure for reporting absences. An employee who can reasonably foresee the need to take FMLA leave is required to notify the District of the date of commencement and the expected duration of the leave at least thirty days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. When the need for leave is foreseeable, an employee's failure to provide thirty days notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a completed application for leave form (forms available in the Superintendent's office) to the Superintendent/designee. An employee's failure to follow the District's call-in procedure is grounds for the delay or denial of the employee's FMLA leave request.

K. ADDITIONAL FMLA INFORMATION

The foregoing regulation represents compliance with the provisions of the Family and Medical Leave Act of 1993 and its revised regulations. Any employee desiring additional information or explanation of the rules and regulations of the Act, should review the District's General Notice Poster or arrange a conference with the Superintendent/Designee.

Rev. 1/19

PERSONNEL SERVICES

Regulation 4411

Professional Activities, Training and Professional Growth

Professional Development Program

The District supports professional development of its certified staff through the maintenance of a professional development committee as well as assistance programs for new teachers and resource programs for experienced teachers.

Professional Development Committee

The purpose of the committee is to identify instructional concerns and remedies; assist beginning teachers with the implementation of their professional development plan; serve as consultant at a personal teacher's request; arrange training programs for mentors; assess faculty needs; develop in-service opportunities for school staff; and provide District administration with suggestions, ideas and recommendations concerning instruction.

Committee Composition

Eligibility to serve on the committee will be restricted to certified employees with a minimum of five years of teaching and /or administrative experience. Members selected will serve for a staggered three (3) year term with one of the committee selected each of three years. New members will be selected by classroom teachers, librarians and counselors. New members will be selected on or by April 30 of the year proceeding the member's term. Teaching will be completed by June 30 and membership will commence on July 1 of the new school year. Efforts will be made to insure that each attendance center is represented on the committee and that a cross-section of grade levels and disciplines are represented. Administrators may be selected to serve on the committee but will not participate in the selection process.

New Teacher Assistance Program

Each inexperienced teacher employed by the District will be assigned a mentor by the building principal. When possible, mentors will possess at least five (5) years of teaching experience and have received or be willing to complete mentor training. Mentors will work closely with their assigned new teachers during the teachers' first two (2) years upon request or at the direction of the building principal during the mentoring period.

New teachers, with the assistance of their mentors, will prepare professional development plans. The plans will be consistent with the evaluation criteria and will establish plans of development for the teachers' first two (2) years of teaching.

Regulation 4411 Page 2

Local Business Externships

Local business externship means an experience in which a teacher supervised by the District gains practical experience in a business, located within the District, through observations and interactions with employers and employees who are working on issues related to subjects taught by the teacher. Any hours spent in a local business externship will count as contact hours for professional development.

Rev. 1/19

INSTRUCTIONAL SERVICES

Regulation 6190

Instructional Services

Curriculum Services

The District will annually permit any eligible student, under the age of twenty-one (21) in grades kindergarten through 12 who resides in the District, to enroll in Missouri Course Access and Virtual School Program ("Program") courses as part of the student's annual course load. Course costs will be paid by the District provided that the student:

- 1. Is enrolled full-time and has attended a public school, including a charter school, for at least one (1) semester immediately prior to enrolling in the Program. However, if the reason for a student's non-attendance in the prior semester is a documented medical or psychological diagnosis or condition which prevented attendance, such non-attendance will be excused; and
- 2. Prior to enrolling in the Program course has received District approval through the procedure set out in this Regulation 6190.

Each Program course successfully completed will count as one class and will receive that portion of a full-time equivalent that a comparable course offered by the District generates.

A. Enrollment

The enrollment process for participation in the Program will be substantially similar to the enrollment process for participation in District courses. The process may include consultation with a school counselor. However, consultation does not include the counselor's approval or disapproval of enrollment in the Program.

When a District school denies a student's enrollment in a Program course or enrollment as a full-time Program student, the District will provide in writing a "good cause" reason for the denial. Such good cause determination will be based upon a determination that the enrollment is not in the student's best educational interest. Where enrollment is denied, the following process will be utilized:

- 1. The District will notify the student and the student's family in writing of the right to appeal denial of Program enrollment to the Board of Education; and
- 2. The family will be given an opportunity to present the reasons for their appeal to the Board at an official Board meeting; and
- 3. The District, at such Board meeting, will provide the basis for its determination that Program enrollment was not in the student's best educational interest; and
- 4. The written submissions by the family and the District will be incorporated into Board minutes; and

Regulation 6190 Page 2

- 5. The Board's written decision and the reason for that decision will be provided to the family within thirty (30) days of such Board meeting; and
- 6. The family may appeal the Board's determination to the Department of Elementary and Secondary Education. The Department shall provide their decision within seven (7) calendar days.

Considerations that may support the District's determination that enrollment is not in the student's best educational interest include, but are not limited to, the fact that the student:

- 1. Has not completed prerequisite courses;
- 2. Has requested to enroll in a class that does not meet appropriate curriculum requirements or does not contain sufficient rigor according to the District's standards.
- 3. Does not have consistent attendance.
- 4. Does not have consistent passing grades in the classes he or she has taken within the past school year.
- 5. Has not successfully completed other virtual courses.

Program credits previously earned by a student transferring into the District will be accepted by the District. Students participating in the Program at the time of transfer shall continue to be enrolled in the course(s), and the District will assume future monthly payments for the course(s).

Students wishing to take additional courses beyond their regular course load will be permitted to enroll in Program courses under an agreement that includes terms regarding the student's payment of tuition or course fees.

B. Payment for Program Courses

Cost associated with Program courses shall be paid by the District for students satisfying subsection (1) of this Regulation 6190. Payments will be made on a monthly cost basis prorated over the semester enrolled and based on the student's completion of assignments and assessments. In the event a student discontinues their enrollment, the District will discontinue monthly payments made on the student's behalf.

Payments will be made directly to the Program contract provider. The District shall not pay, for any one course for a student, more than the market necessary costs but in no case shall pay more than fourteen percent of the state adequacy target, as defined under section 163.011, RSMo, as calculated at the end of the most recent school year for any single, year-long course and no more than seven percent of the state adequacy target as described above for any single semester equivalent course. Payment for a full-time virtual school student shall not exceed the state adequacy target, unless the student receives additional federal or state aid. Where possible, the District will negotiate lower costs directly with the course or full-time virtual school providers, particularly in cases where several students enroll in a single course or full-time virtual school.

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In the case of a student who is a candidate for A+ tuition reimbursement and who is enrolled in a Program course, the District will attribute no less than ninety-five (95%) percent attendance to any such student who has completed such Program course.

C. Program Course Evaluation

The District will consider recommendations made by DESE relative to a student's continued Program enrollment. Based in part on DESE's recommendations, the District may terminate or alter a course offering if the District, in its reasonable discretion, determines that the Program course(s) is not meeting the student's educational needs.

Independently, the District will monitor student progress and success in Program courses. The District will annually provide DESE with feedback regarding Program course quality.

The District is not obligated to provide computers, equipment or internet access unless required by eligible students with a disability in compliance with federal and state law.

The District will include students' enrollment in the Program in determining the District's average daily attendance (ADA). For students enrolled in the Program on a part-time basis, ADA will be calculated as a percentage of the total number of Program courses in which the student is enrolled by the number of courses required for full-time students.

D. Notice

The District will inform District parents of their child's right to participate in the Program through a notice in parent handbooks, registration documents and on the homepage of the District's website.

New 1/19

INDEPENDENCE PUBLIC SCHOOLS 2019-2020 CALENDAR Option 4

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All Attendance and contract days that are postponed due to inclement weather will be added at the discretion of the Board of Education. *are protected as potential attendance and contract days in case of adverse weather

Student Evaluation Schedule

170

First Quarter (Grades K-8) End of First Semester Third Quarter (Grades K-8) End of Second Semester August 14, 2019 through October 11, 2019 December 20, 2019 January 3, 2020 through March 13, 2020 May 15, 2020

HR 12/10/2018

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INDEPENDENCE PUBLIC SCHOOLS 2019-2020 CALENDAR

10 Month 204 Days

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Nov 18 May 17 Spring Break 5						
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201						
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B. Holidays D. Appointment Days						

All Attendance and contract days that are postponed due to inclement weather will be added at the discretion of the Board of Education.

HR 12/18/2018

INDEPENDENCE PUBLIC SCHOOLS 2019-2020 CALENDAR

11 Month 229 Days

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All Attendance and contract days that are postponed due to inclement weather will be added at the discretion of the Board of Education.

HR 12/18/2018

INDEPENDENCE PUBLIC SCHOOLS 2019-2020 CALENDAR

12 Month 251 days

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Presidents Day 1																						

Dr. Herl said the Administration is recommending purchasing playground equipment for preschool and elementary age students for Cassell Park Elementary School from AB Creative per the Greenbush AEPA contract #ESC-Playground 2016RFP for \$119,272.40. This purchase of playground equipment will be paid from capital funds.

The motion was made by Blake Roberson that the Board of Education approves the purchase of Playground Equipment from AB Creative for Cassell Park Elementary School for a total cost of \$119,272.40. The motion was seconded by Matt Mallinson and unanimously approved by the Board of Education.

There being no further business to come before the Board of Education, Eric Knipp made the motion, second by Matt Mallinson, to adjourn the meeting and go into executive session for real estate, legal, and personnel issues at 6:30 p.m. The motion was approved as follows:

Ayes: Greg Finke

Denise Fears Matt Mallinson Jill Esry

Blake Roberson Carrie Dixon Eric Knipp

Secretary

Nays: