

**ORGANIZATION, PHILOSOPHY AND GOALS**

**Regulation 0320**

**School Board Organization**

**School Board Elections**

**December \_\_\_\_\_**

**Pick up packet**  
Board Office  
Post Notice of Annual School Election  
in Schools, Public Library, and City Hall

**December \_\_\_\_\_**

**First day for filing by candidates**  
Board Office, - 8 a.m. – 4:30 p.m.  
(fifteenth (15th) week prior to election)

**January \_\_\_\_\_**

**Last day for filing**  
Board Office, - 8 a.m. – 4:30 p.m.  
(eleventh (11th) week prior to election)

**January \_\_\_\_\_**

Certification of Candidates for Board of Education  
to be signed by the Board Secretary and forwarded  
to Board of Election Commissioners.  
(Certification forms are to be in election  
headquarters no later than tenth (10th) week prior to election by  
5 p.m.)<sup>1</sup>

**March \_\_\_\_\_**

During this week, principals are to make necessary  
arrangements for polling places and for reserving  
parking space for voters. They will be  
contacted by election headquarters in advance.

**April \_\_\_\_\_**

Election Day

Poll watchers are not allowed for non-partisan election.

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<sup>1</sup> This date is also the *withdrawal deadline* for election.

**School Board**

**School Board Officers**

**President**

It shall be the duty of the President to:

1. Preside when present at all Board meetings.
2. Appoint special committees of the Board. There shall be no standing committees.
3. Sign all warrants ordered drawn by the Board.
4. Sign all contracts or documents as appropriate by virtue of approval of the Board or by virtue of holder of the office of President.
5. Call special meetings of the Board when in the President's judgment meetings are necessary.
6. Perform any other duties authorized by the Board or by State law.

**Vice-President**

It shall be the duty of the Vice-President to perform all the duties of the President in case of the absence or disability of the President.

**Secretary**

It shall be the duty of the Secretary to:

1. Keep a complete, accurate and regular record of all proceedings of all regular and special meetings of the Board of Education.
2. Post all notices required by law when duly ordered by the Board.
3. Make and file all reports as required by law.
4. To be present at all regular and special meetings of the Board.
5. Sign all documents, orders, and reports required by law or as appropriate after approval of the Board.

6. Receive and acknowledge official correspondence of the Board.
7. Preside at meeting of the Board if both President and Vice-President are absent until a president Pro Tem can be chosen, or if a quorum is present.
8. Perform all other duties as authorized by the Board or State law.

**Treasurer**

It shall be the duty of the Treasurer to:

1. Act as custodian of all moneys belonging to the School District.
2. Sign all checks paid by the Board of Education.

**School Board Organization**

**Nepotism, Conflict of Interest and Financial Disclosure**

**Contractual and Business Relationships**

No Board member or District employee may:

1. Perform a service, sell, rent, or lease any property to the District for consideration of in excess of five hundred dollars (\$500.00) value per transaction or five thousand dollars (\$5,000.00) value per annum to him/her, to their spouse, to a dependent child in his/her custody, or to a business with which member or employee is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of personal property competitive bidding, provided that the bid or offer accepted is the lowest received.
2. Attempt, for any compensation other than the compensation provided for the performance of his/her official duties, to influence the decision of the Board or the District on any matter.

**Business Entities**

No partnership, joint venture, or corporation in which any Board member is a partner having the lesser of a ten percent (10%) interest or a ten thousand dollar (\$10,000) value partnership interest, or a co-participant, or owner of outstanding shares of any class of stock with a fair market value equal to the lesser of ten percent (10%) of the outstanding shares or \$10,000, shall:

1. Perform any service for the District for any consideration in excess of five hundred dollars (\$500) per transaction or five thousand dollars (\$5,000) per annum unless the transaction is made pursuant to an award on a contract let after public notice and competitive bidding provided that the bid or offer accepted is the lowest received.
2. Sell, rent, or lease any property to the District where the consideration is in excess of five hundred dollars (\$500) per transaction or five thousand dollars (\$5,000) per annum unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.

**Use of Confidential Information**

A Board member shall not use or disclose confidential information obtained in his/her official capacity in any manner with the intent to cause financial gain for himself/herself, any other person, or any business. This also precludes the use of mailing lists or the school mail for any communication other than that directly related to school matters. The term Confidential

Information shall mean all information whether transmitted orally or in writing which is of such a nature that it is not, at that time, a matter of public record or public knowledge.

### **Acceptance of Gifts**

A Board member shall not solicit or accept gifts, payments, anything greater than a nominal value item, or holiday gifts of nominal value from any person, organization, group, or entity doing business or desiring to do business with the District.

### **Contact Between Vendors and Board Members**

A Board member, if contacted by a vendor requesting information about the District's bidding procedures whether of a general nature or with regard to a specific goods or service to be bid, shall provide the vendor with the name and business telephone number of the District's Business Manager. The Board member shall request that the vendor contact the Business Manager and direct all questions or concerns to him/her.

### **Financial Interest Statement**

All Board members will disclose to the public all potential Board member and employee conflicts of interest including:

1. Transactions in excess of five hundred dollars (\$500) per calendar year between a Board member, Superintendent, chief purchasing officer, or general counsel employed full time, and any person related within first degree consanguinity (see Form 0342) to such persons and the School District, excluding compensation received as an employee or payment of any tax, fee or penalty due to the District. Disclosure will include the dates and identities of the parties in the transaction.
2. Transactions between any business entity in which such individuals have a substantial interest<sup>1</sup> with a total in excess of five hundred dollars (\$500), and the School District, excluding any payment of tax, fee or penalty due to the District or payment for providing utility service to the District. Disclosure will include the dates and identities of the parties in the transactions.

The Superintendent and chief purchasing officer will make written disclosure of the following:

1. The name and address of each employer who provided income of one thousand dollars (\$1,000) or more to the Superintendent or chief purchasing officer.
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2. The name and address of each sole proprietorship which the individual owned; the name, address, and general nature of business conducted by each general partnership or joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant in the partnership or joint venture unless the information is already filed with the Secretary of State; the name, address, and general nature of business or any closely held corporation or limited partnership in which the individual owned ten percent (10%) or more of any class of the outstanding stock or limited partner's units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system which the individual owned two percent (2%) or more of any class of outstanding stock, limited partnership units, or other equity interests.
  
3. The names and addresses of each corporation for which the individual served as director, officer, or receiver.

A certified copy of this regulation will be sent to the Secretary of State's Office within ten (10) days of the adoption. Disclosure reports will be filed by May 1 for the preceding calendar year with the Secretary of State's Officer and the Board. Disclosure reports will be made available to the public during normal business hours.

The Board of Education shall readopt this policy biennially on or before September 15 of the calendar year.

<sup>1</sup> "Substantial Interest" is defined as ownership by the individual, his/her spouse, or dependent children, either singularly or collectively, of ten percent (10%) or more of any business entity, or an interest having a value of ten thousand dollars (\$10,000) or more, or receipt of a salary, gratuity or other compensation of five thousand dollars (\$5,000) or more from any individual, partnership, organization or association within any calendar year.

## **ORGANIZATION, PHILOSOPHY AND GOALS**

**Regulation 0411**  
**(Form 0411)**

### **Meetings**

#### **Meeting Agenda**

##### **Order of Business**

The President of the Board, upon taking the chair, shall call the members to order, on the appearance of a quorum. The order of business shall be as follows, unless changed by the President:

1. Call to Order
2. Announcements
3. Citizen Comments
4. Approval of Previous Minutes
5. Superintendent's Reports and Recommendations
6. Other Items
7. Adjournment

##### **Parliamentary Procedure**

In all matters not covered by the Rules of the Board, parliamentary procedure shall be governed by *Robert's Rules of Order*.

##### **Vote of Member**

Unless excused, every member present shall vote on all questions and no member shall leave before the close of the session without permission of the president. Members may participate fully via videoconferencing. If the meeting is required due to a bona fide emergency, and if the nature of the emergency is stated on the record, may also participate in roll call votes by other electronic means including telephone.

**Rev. 9/2014**

**Religion**

The following guidelines are present for use when considering seasonal activities.

1. Seasonal themes may be emphasized such as winter festivals and celebrations, with examples from Western and non-Western cultures. Comparisons may be made with festivals at other times of the year: sun festivals, harvest festivals, Strassenfest, etc. Winter, sports, plants, music, art, weather, New Year celebrations around the world, etc., may be appropriate. Imagination and creativity should be used in designing bulletin boards and room decorations in all buildings and offices.
2. Musical performances and music selected for classes which express the masterpieces in history and may have originated from religious thought should emphasize historical and aesthetic significance, and not provide a source for religious indoctrination.
3. Museum exhibits may be presented in a historical context even though they stem from a religious origin. The emphasis might be on local history or a comparative study of types of art production reflective of master artists or periods in the development of civilization.
4. Dances and creative drama productions that express the spirit of winter celebrations or that represent various peoples around the world who celebrate a mid-winter season may be appropriately done.



**Calendar Requirements**

**School Year and School Day**

**Alternative Methods of Instruction**

Beginning in school year 2020-21, the District may use a DESE approved alternative method of instruction to compensate for certain hours lost due to exceptional and/or emergency circumstances. “Exceptional or emergency circumstances” include, inclement weather, a utility outage or an outbreak of a contagious disease.

**Notification of Parents and Students**

If the District utilizes such DESE approved alternative method of instruction plan, the District will notify students and parents on each day of the closure. In these circumstances, the District will ensure that each student receives assignments for that day in hard copy or receives instruction through virtual learning or another form of instruction.

**Limitation on Utilization of Instruction Method**

Alternative methods of instruction can be utilized for a maximum of thirty-six (36) hours during a school year. Days lost or cancelled beyond thirty-six (36) hours, will be made up in the scheduling of replacement days.

**Application for Use of Alternative Methods of Instruction**

The District’s application to DESE will describe:

1. Manner in which the District intends to strengthen and reinforce instructional content.
2. Means of communicating to students and parents the decision to implement alternative methods.
3. Process for communicating the purpose and expectation of alternative changes.
4. Communication of proposed expectations.
5. Assignments and materials to be used.
6. Manner in which attendance will be determined.
7. Instruction methods to reach students electronically and to reach students without internet access.
8. Instructional methods for IEP students.
9. Role and responsibility of certified personnel to be available to communicate with students.

**Equal Opportunity**

**Prohibition Against Sexual Harassment and Retaliation under Title IX**

This Regulation governs a complaint of sexual harassment or retaliation of a student or employee, as such conduct is defined and regulated under Title IX of the Education Amendments of 1972, and that is alleged to have occurred on or after August 14, 2020. If any provision of Title IX or its regulations is held invalid or unenforceable by a court, agency, or department with legal jurisdiction over the District, the corresponding provisions in this Policy shall likewise be rendered invalid and will not be enforced.

A complaint by students, employees, parents, and patrons of the District alleging harassment, discrimination, or related retaliation based on a protected classification under the laws identified in Policy 1310 (outside of Title IX) should be filed in accordance with the procedures outlined in Regulation 1310. A complaint regarding the identification, evaluation, educational program, or placement of a child with a disability under Section 504 of the Rehabilitation Act of 1973 should be filed in accordance with the procedures outlined in Regulation 2110.

**DISTRICT'S TITLE IX COORDINATOR**

The following person(s) has been designated as the District's Title IX Coordinator(s):

District Compliance Officer  
201 North Forest Avenue, Independence, Missouri 64050  
816-521-5300

The District has designated the Title IX Coordinator(s) with the responsibility to identify, prevent, and remedy unlawful harassment and retaliation under Title IX in the District. The Title IX Coordinator is in charge of assuring District compliance with Regulation 1301 and Title IX of the Education Amendments of 1972. See Policy and Regulation 1310 for the individual(s) designated by the District to be the Compliance Officer with the responsibility to identify, prevent, and remedy unlawful discrimination and harassment in accordance with Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; as well as other state and federal nondiscrimination laws.

**DEFINITIONS**

For the purpose of this Regulation, the following terms are defined:

*Actual Knowledge:* Notice of sexual harassment or allegations of sexual harassment to any employee (other than the respondent) of the District against a person in the United States, alleged to have occurred in an education program or activity of the District. Actual knowledge does not

include imputation of knowledge based solely on vicarious liability or constructive notice.

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

*Day:* A calendar day. All timeframes and deadlines may be extended by the District for good cause, including but not limited to Board-approved holiday breaks and building closures.

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

*Formal complaint:* A document filed by a complainant, or a parent or legal guardian of a student complainant, alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. Additionally, a formal complaint can be completed and signed by the Title IX Coordinator, if, in their sole discretion, they conclude that the District needs to conduct an investigation based on information in their possession, regardless of the complainant's interest in filing a formal complaint. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District. The complainant must physically or digitally sign the formal complaint, or otherwise indicate that the complainant is the person filing the formal complaint. If the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant.

*Respondent:* An individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.

*Retaliation:* Intimidation, threats, coercion, or discrimination of an individual for the purpose of interfering with any right or privilege secured by Title IX or because the individual has made a report of complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this Regulation.

*Sexual harassment:* Conduct on the basis of sex that constitutes one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or

“stalking” as defined in 34 U.S.C. 12291(a)(30).

*Supportive measures:* Non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include, but are not limited to, physical separation, contact limitations, reassignment, alternative work or assignments, altering class or bus seating assignments, additional supervision, counseling, training, and conferences. Supportive measures will be kept confidential to the extent possible, as long as confidentiality would not impair the District’s ability to provide the supportive measures.

### **Illustrations and Examples of Prohibited Sexual Harassment**

For the purpose of this Regulation, the determination if conduct is prohibited under Title IX is a fact-intensive question that shall be considered on a case-by-case basis. Legitimate, non-sexual physical conduct necessary to avoid physical harm to persons or property, to console an individual, or spontaneous movement during a sporting activity is not sexual harassment.

Depending on the circumstances and application of the definitions immediately above in this Regulation, examples of conduct which may or may not constitute sexual harassment, include, but are not limited to:

- sexual advances;
- request for sexual favors;
- threatening an individual for not agreeing to submit to sexual advancement;
- sexually motivated touching of an individual’s intimate parts;
- coercing, forcing, or attempting to coerce or force the touching of an individual’s intimate parts;
- display of drawings, graffiti, cartoons, pictures, symbols or other written material of a sexual nature;
- sexual gestures;
- sexual or dirty jokes;

- sexually provocative or explicit speech;
- communications about or rating an individual as to their body, sexual activity, or performance; and
- verbal abuse of a sexual nature.

### **OBLIGATION TO REPORT**

The District is steadfastly committed to providing an inclusive environment that is free from sexual discrimination and harassment for all of its students, staff, and patrons. Staff with actual knowledge of behaviors that may constitute sexual harassment and related retaliation as defined in this Regulation shall immediately report it to the Title IX Coordinator. When a formal complaint is filed with the Title IX Coordinator, the grievance process detailed below will be used. Reports of sexual harassment and/or related retaliation must contain as much specific information as possible to allow for proper assessment of the nature and extent of the investigative procedures.

### **RESPONSE TO ACTUAL KNOWLEDGE OF SEXUAL HARASSMENT OR RELATED RETALIATION**

When the District has actual knowledge of sexual harassment or related retaliation under Title IX, the Title IX Coordinator shall:

1. Promptly contact the complainant to discuss the availability of supportive measures;
2. Consider the complainant's wishes with respect to supportive measures;
3. Explain the process for filing a formal complaint under this Regulation; and
4. Inform the complainant of the availability of supportive measures regardless of whether a formal complaint is filed under this Regulation.

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process outlined in this Regulation. The District will only impose disciplinary consequences against a respondent for violations of this Regulation after the grievance process has been completed; however, the District may impose disciplinary consequences against a respondent for violations of the District's Board of Education Policies that do not constitute sex discrimination or sexual harassment prior to the conclusion of the grievance process outlined in this Regulation. If there is an immediate threat to the physical health or safety of any student arising from the allegation of sexual harassment that justifies removal, the respondent's placement shall be changed, including removal from the District. Immediately following the removal, the respondent shall be given

notice and an opportunity to challenge the decision to the Superintendent in writing. The Superintendent shall issue a written decision on the respondent's challenge and such decision shall be final. If the respondent is an employee, the employee may be placed on administrative leave during the pendency of the grievance process.

## **GRIEVANCE PROCESS FOR FORMAL COMPLAINT**

During the grievance process for a formal complaint, the District shall treat the complainant and the respondent equitably. The District will ensure that relevant evidence is objectively evaluated, including both inculpatory and exculpatory evidence, and that credibility determinations are not based on a person's status as a complainant, respondent, or witness. Additionally, the Title IX Coordinator, the investigator, all decision-makers, and any facilitator of the informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or individually. Furthermore, the District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### **Formal Complaint**

Formal complaints of sexual harassment under this Regulation must be submitted to the Title IX Coordinator.

A charge or complaint of sexual harassment or retaliation filed with an outside agency does not constitute a formal complaint with the District or trigger the District's obligation to follow the formal complaint grievance process as contemplated under this Regulation.

If a formal complaint involves allegations against the Title IX Coordinator, the formal complaint shall be filed directly with the Superintendent, unless the Superintendent is the Title IX Coordinator, or President of the Board of Education.

Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:

1. Provide written notice of the allegations, the grievance process, and any informal resolution process to the complainant and the respondent to give both parties the proper time to prepare a response before an interview;
  - a. The written notice shall include:
    - i. The identities of the parties involved in the incident, if known;
    - ii. The conduct allegedly constituting sexual harassment;

- iii. The date and location of the alleged incident, if known;
  - iv. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
  - v. A statement that the parties may have an advisor (who may be, but who is not required to be, an attorney) present during any of their own subsequent meetings; and
  - vi. The prohibition against making false statement or knowingly submitting false information.
2. Offer supportive measures in an equitable manner to the complainant and the respondent, when appropriate.

The Title IX Coordinator, at their discretion, may consolidate formal complaints if they arise out of the same facts or circumstances. If, in the course of the investigation process as outlined below in this Regulation, the investigator decides to investigate new allegations about the complainant or the respondent that are not included in a written notice previously provided to the complainant and respondent, the Title IX Coordinator will provide another written notice of the additional allegations to the complainant and the respondent.

The Title IX Coordinator must dismiss a formal complaint for any of the following reasons:

1. The conduct alleged in the formal complaint would not constitute sexual harassment even if proved.
2. The conduct alleged in the formal complaint did not occur in the District's education program or activity.
3. The conduct alleged in the formal complaint did not occur against a person within the United States.

The Title IX Coordinator may dismiss a formal complaint for any of the following reasons:

1. The complainant has notified the District in writing that the complainant would like to withdraw the formal complaint or any allegations therein.
2. The respondent is no longer enrolled in or employed by the District.
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

If the Title IX Coordinator dismisses a formal complaint, written notice of the dismissal, including the reasons for dismissal, shall be provided to the complainant and the respondent. If a complainant or respondent wishes to appeal a dismissal of a formal complaint, they should follow the appeal process outlined in this Regulation. Dismissal of a formal complaint does not preclude the District from investigating, taking action, or imposing discipline outside of this Regulation related to the alleged conduct and in accordance with any other Board policy or regulation.

### **Investigation**

The Title IX Coordinator, or a designee, shall serve as the investigator and be responsible for investigating formal complaints in an equitable manner that involves an objective evaluation of all relevant evidence. The District may appoint an outside investigator when appropriate. A subordinate shall not investigate a complaint of violations of this Regulation in which his or her supervisor is the alleged perpetrator or alleged victim.

The burden for obtaining evidence sufficient to reach a determination regarding responsibility rests on the District and not the complainant or respondent.

The investigator shall initiate an investigation within five (5) days of the receipt of the formal complaint by the Title IX Coordinator, unless good cause exists to extend this timeframe. All investigations shall:

1. Provide an equal opportunity for the complainant and the respondent to present witnesses and evidence;
2. Not restrict the ability of either the complainant or the respondent to discuss the allegations under investigation or to gather and present relevant evidence;
3. Refrain from requiring, allowing, relying upon, disclosing, or otherwise using questions or evidence that seek disclosure of a party's records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in, or assisting in, their professional capacity, which are made or maintained in connection with treatment to the party, unless the District receives that party's, or party's parent's, voluntary, written consent;
4. Provide the complainant and the respondent with the same opportunities to have an advisor present during any grievance proceeding;
5. Provide to the complainant and the respondent whose participation is requested written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the individual to prepare to



- participate;
6. Provide the complainant and the respondent an equal opportunity to inspect and review any evidence directly related to the allegations in the formal complaint; and
  7. Result in the creation of an investigative report that fairly summarizes relevant evidence.

Employees and students should fully cooperate with the investigation process under this Regulation.

Prior to the completion of the investigative report, the investigator shall send to the complainant and the respondent the evidence related to the investigation to inspect and review. The complainant and the respondent shall have ten (10) days to submit a written response which the investigator shall take into consideration in creating the final investigative report.

At the close of the investigation, a written final investigative report will be delivered to the complainant and the respondent. The final investigative report should be completed within forty-five (45) days of the initiation of the investigation, unless good cause exists to extend this timeframe.

Upon receipt of the final investigative report, the complainant and the respondent shall have ten (10) days to submit a written response to the report to the investigator and to submit written, relevant questions to be asked of any party or witness prior to the determination of responsibility.

### **Determination of Responsibility**

For the purposes of a determination of responsibility, the decision-maker shall be the Superintendent or their designee; however, the decision-maker shall not be the Title IX Coordinator or the investigator. The decision-maker shall receive the final investigative report as well as any written responses and additional questions to be asked that were timely submitted by the complainant and the respondent. The decision-maker will review the questions and determine their relevance. Questions are not relevant unless the questions are offered to prove that someone other than respondent committed the conduct alleged by the complainant, or if the questions concern specific incidents of the complainant's prior sexual behavior, they are only relevant if they are offered to prove consent. The decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Upon a determination of relevance, the decision-maker will facilitate the exchange of written questions as submitted by the complainant and the respondent by providing them to the other party or witness within five (5) days of receipt of the questions. The parties and/or witnesses must provide answers to the decision-maker within five (5) days of the date the decision-maker provides the questions to them. Each party will be given three (3) days from the date they provide responses to the decision-maker in order to submit no more than five (5) follow-up questions.

The decision-maker will promptly provide the follow-up questions to the appropriate party or witness within three (3) days of receipt. Answers must be provided to the decision-maker within three (3) days from the date the decision-maker provides the questions to the party or witness.

Within ten (10) days of the deadline date the parties or witnesses must provide answers to the limited follow-up questions, the decision-maker shall make a determination of responsibility based on the final investigative report, the evidence, and all written responses timely submitted by the complainant and the respondent, and without any live testimony or hearing.

The decision-maker shall provide the written determination to the complainant and the respondent, along with information regarding the procedures and allowable bases to appeal the decision. The written determination shall include:

1. The allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the recipient to the complainant; and
6. The District's procedures and permissible bases for the parties to appeal.

The preponderance of the evidence standard shall be used in making a determination of responsibility.

If a determination of responsibility against a respondent is made, the District shall impose consequences as described below in this Regulation. After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine whether any other actions are necessary to prevent reoccurrence of the harassment and to restore equal access to the education program or activity

**Appeal**

Either the complainant or the respondent may appeal from a determination of responsibility or a dismissal of a formal complaint (or any allegations therein) for any of the following reasons:

1. A procedural irregularity that affected the outcome of the investigation;
2. New evidence that was not reasonably available at the time of the determination and that could affect the outcome of the investigation; or
3. A conflict of interest or bias on the part of the Title IX Coordinator, investigator, or decision-maker against either party, either generally or specifically.

Appeals shall be submitted to the Title IX Coordinator within five (5) days of a determination of responsibility or dismissal of a formal complaint (or any allegation therein). If an appeal is not timely submitted, the determination of responsibility or the dismissal of a formal complaint (or any allegation therein) becomes final.

Upon receipt of an appeal, the Title IX Coordinator shall provide written notice of the appeal to the complainant and the respondent. During the appeal process, the complainant and the respondent shall have ten (10) days to submit written statements in support of or in challenge of the appeal to the designated decision-maker on appeal; however, both the complainant and the respondent are limited on appeal to submission of only written statements. There will be no live or oral testimony.

After review of the appeal, investigative report, and any written statement submitted by the complainant and the respondent, the designated decision-maker on appeal, who shall not be the Title IX Coordinator, investigator, or the decision-maker of a dismissal or determination of responsibility, shall issue a written decision describing the result of the appeal and the rationale for the result. The written decision shall be provided to the complainant and the respondent simultaneously. This decision shall be final.

**Informal Resolution**

At any time after a formal complaint is filed and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process to address the allegations made in the formal complaint. Informal resolution is only available, and may only be offered, after a formal complaint has been filed. The informal resolution process is voluntary and does not involve a full investigation and adjudication under the grievance process in this Regulation. If the complainant and respondent both elect to engage in the informal resolution process, their voluntary consent shall be made in writing and all timeframes and deadlines in this Regulation shall be suspended.

Upon initiation of the informal resolution process, the District shall provide a written notice to the parties, which includes the following:

- The allegations;
- A statement explaining that a resolution of the complaint precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that either party may withdraw from the informal process at any time prior to agreeing to a resolution; and
- A statement explaining that the District will maintain, and may disclose, in accordance with Board Policy and the law, all investigative records gathered as a result of the complaint.

An informal resolution may include, but is not limited to the following:

- If the complainant so desires, an opportunity for the complainant to explain to the respondent that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face;
- A statement from a staff member to the respondent that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
- Developing a safety plan;
- Separating students; or
- Providing staff and/or student training.

The informal resolution process shall not be made available to formal complaints alleging sexual harassment under this Regulation of a student by an employee.

## **RETALIATION**

The District prohibits retaliation against a person who files a formal complaint of sexual harassment under this Regulation, and further prohibits retaliation against a person who participates in related investigations. Complaints of retaliation related to allegations made as outlined in this Regulation shall be investigated through the grievance process outlined above.

Notwithstanding this provision, employees or students found to have intentionally made knowingly false or materially misleading allegations of suspected harassment and/or related retaliation under this Regulation may be disciplined, up to and including dismissal or expulsion.

## **CONFIDENTIALITY**

The District will respect the privacy of the complainant, the respondent, and the witnesses to the extent possible, consistent with applicable law as well as the District's legal obligations to investigate, to take appropriate action, and to conform with disclosure obligations as identified in this Regulation.

The complainant and the respondent shall not disclose any information obtained during the grievance process for any purpose outside of participation in the grievance process.

## **CONSEQUENCES**

Where a determination of responsibility for sexual harassment or related retaliation as defined in this Regulation has been made, the District will provide remedies to the complainant designed to restore or preserve equal access to the District's education program or activity.

Consequences for violations of this Regulation may have educational, restorative, rehabilitative and/or punitive components.

Conduct constituting sexual harassment or related retaliation as defined in this Regulation will be subject to discipline including, but not limited to, written warning or reprimand, conference, required training, "no contact" order, reassignment, probation, suspension or termination for employees, suspension or expulsion for students, or exclusion from District property.

In the event that the evidence suggests that the conduct at issue is also a crime in violation of a Missouri criminal statute, the Title IX Coordinator shall report the conduct to the appropriate law enforcement agency charged with responsibility for handling such crimes.

As required by and in compliance with law and District policy, a report will be made to the Missouri Children's Division if there is reasonable cause to suspect abuse or neglect of a child.

## **RECORD KEEPING**

The District shall maintain for a period of at least seven (7) years records of the following:

1. Each investigation and determination of responsibility made under this Regulation, including disciplinary sanctions imposed on the respondent and remedies provided to the complainant;
2. Any appeal and the result therefrom;
3. Any informal resolution reached under this Regulation;

4. Materials used for training the Title IX Coordinator, investigator, decision-makers, and facilitators of the informal resolution process under this Regulation; and
5. Actions taken in response to actual knowledge of sexual harassment or related retaliation under this Regulation, including supportive measures designed to restore or preserve equal access to the District's education program or activity.

#### **TRAINING & PUBLICATION OF POLICY**

The District will train its employees as required by Title IX and its implementing regulations, including but not limited to, the definition of sexual harassment and retaliation under this Regulation and the duty to report when they have actual knowledge of sexual harassment. This training will be provided to employees on an annual basis, and at such other times as the Superintendent, in consultation with the District's Title IX Coordinator, determines is necessary or appropriate. Additionally, the District will provide training, as required by Title IX and its implementing regulations, to the Title IX Coordinator, investigator, decision-makers, and facilitators of topics including, but not limited to, the informal resolution process on identifying, investigating, and reporting on acts that may constitute sexual harassment or related retaliation under Title IX, and such training materials will be posted on the District's website. District students will be notified regarding this Regulation. This Regulation will be posted on the District's website and available in Central Office.

**NEW 11/2020**

**Freedom from Discrimination, Harassment, and Retaliation**

This Regulation outlines the responsibilities of the compliance officer and provides mechanisms for the resolution of grievances/complaints by employees, patrons, and/or students relating to discrimination, harassment, and/or retaliation as provided in Board Policy 1310. Regulation 1301 outlines the responsibilities of the Title IX Coordinator and provides mechanisms for the resolution of grievances/complaints by employees, patrons, and/or students relating to sexual harassment and/or retaliation. For appeal procedures relating to the identification, evaluation, or placement of students under Section 504, see Regulation 2110 – Equal Education Opportunity.

**Definitions**

*Compliance Officer* – The administrator responsible for implementing this Policy and Regulation, including the alternative compliance officer when he or she is performing the duties of the compliance officer.

*Day* – A calendar day. All timeframes and deadlines may be extended by the District for good cause, including but not limited to Board-approved holiday breaks and building closures.

*Discrimination* – Any unfair treatment, conferring benefits upon, refusing or denying benefits to, or providing other differential treatment to an individual or class of individuals based on race, color, religion, disability, age, sex, gender identity, national origin, or any other characteristic protected by law, or based on a belief that such a characteristic exists.

*District/School District* – The School District of the City of Independence, District No. 30.

*Grievance* – A complaint alleging a violation of (1) any District policy, procedure, or practice covered by Section 504, or (2) other federal or state civil rights laws, rules, and regulations or Board of Education policy prohibiting discrimination on the basis of race, color, religion, disability, age, sex, gender, national origin, other than a complaint regarding a student's identification, evaluation, or placement under Section 504. (The topics of the identification, evaluation, and placement of students under Section 504 are addressed in the following separate District policies and regulations: Policy 2110 – Equal Education Opportunity, and Policy and Regulation 6250 – Instruction for Students with Disabilities.)

*Grievant* – Any student, parent/guardian, employee, or patron of the District who submits a grievance.

*Harassment* – Any intimidation, ridicule, or other insulting or threatening verbal or physical conduct that is sufficiently severe or pervasive enough that it substantially or unreasonably alters the learning or workplace environment. Conduct that could constitute illegal harassment includes, but is not limited to: graffiti, display of written material, pictures or electronic images, name calling, teasing or taunting, insults, slurs or derogatory remarks, jokes, gestures, threatening, intimidating, hostile acts, physical acts of aggression, assault or violence, theft, or

damage to property, if such conduct is based on race, color, religion, disability, age, sex, gender, national origin, or any other characteristic protected by law, or based on a belief that such a characteristic exists.

*Retaliation* – Any discriminatory, harassing, or otherwise intimidating or threatening behavior directed at an individual who files a complaint of discrimination or harassment, or as a result of the individual’s cooperation or participation in related proceedings or investigations.

*Section 504* – Section 504 of the Rehabilitation Act of 1973.

*Sexual Harassment* – A form of discrimination, as defined above, on the basis of sex. Reports of Sexual Harassment should be made as outlined in Board Policy/Regulation 1301.

### **Compliance Officer’s Responsibilities**

The compliance officer or alternative compliance officer shall:

1. Develop a systematic procedure for monitoring compliance and coordinate District compliance with Policy/Regulation 1310 and all applicable laws.
2. Serve as the District’s designated Section 504, Americans with Disabilities Act (ADA), coordinator, as well as the contact person for compliance with other discrimination laws.
3. Receive all grievances regarding discrimination, harassment, and retaliation from students, parents/guardians, employees, and patrons of the District.
4. Review all grievances and investigate or assign persons to investigate grievances. The compliance officer may delegate duties to building-level administrators, as appropriate.

Building-level administrators are in a unique position to identify and address discrimination, harassment, and retaliation between students, particularly when behaviors are reported through the disciplinary process and not through a grievance.

Building-level administrators will report all incidents of discrimination, harassment, and retaliation to the compliance officer for further assistance. The compliance officer may then determine that the incident has been appropriately addressed pursuant to this Policy and Regulation, or may recommend additional action in compliance with this Policy and Regulation.

5. Monitor the status of grievances to ensure that additional discrimination, harassment, and retaliation do not occur, and recommend corrective actions and consequences. Oversee



the grievance process, and maintain a record of all grievance matters filed, and solutions and/or actions taken by the District with respect to each grievance.

6. Provide aggregate information regarding the number and frequency of grievances to the superintendent and/or Board as directed.
7. Identify and address any patterns or systemic problems, including the uniform application of disciplinary consequences, and report such problems and patterns to the superintendent or the Board.
8. Provide information about student, employee, parent, and patron rights as they relate to this Policy and Regulation. Ensure that annual notice of the compliance officer's name, address, and telephone number is placed in school catalogs, handbooks, etc. Ensure the required public notice of Policy 1300 and Policy/Regulation 1310 is continuously publicized, as required by Policy 1300.
9. Inform District personnel of the compliance officer's responsibilities and assure periodic meetings and/or trainings to update staff on Section 504 and ADA policies, requirements, activities, and developments.
10. Determine whether District employees with knowledge of discrimination, harassment, or retaliation failed to carry out their reporting duties, and recommend disciplinary action, if necessary.
11. Provide ongoing review of District bulletins, catalogs, Board policies, counseling procedures, yearbooks, and administrative regulations and practices related to compliance with Section 504.
12. Review student-sponsored organizations and suggest criteria for compliance with Section 504 and ADA, as needed.
13. Make recommendations regarding changing this Policy or implementation of this Policy, and seek legal advice when necessary to enforce this Policy.
14. Become familiar with resource/information for assistance with LEA self-evaluation and remediation available from the Office for Civil Rights.
15. Assure that cooperative training agreements and/or LEA contracts have appropriate nondiscrimination statements.
16. Perform other duties as assigned by the superintendent.

## **General Provisions**

Students, parents of elementary and secondary school students, employees, applicants for admission and employment, and sources of referral of applicants for admission and employment with the District have the right to file a formal complaint alleging noncompliance with regulations outlined in Section 504 or the ADA.

The grievance procedures herein do not deny the right of the grievant to file formal complaints with other appropriate state or federal agencies, such as the Missouri Human Rights Commission, United States

Department of Education Office for Civil Rights, or the Equal Employment Opportunity Commission. Similarly, these procedures do not deny any right of the grievant to seek private counsel for complaints alleging discrimination.

## **Reporting**

Persons who believe that they have been discriminated, harassed, and/or retaliated against in violation of Board Policies/Regulations should report the alleged discrimination, harassment and/or retaliation to the compliance officer, unless the compliance officer is unavailable or is the subject of a report. In that case, the report should be made directly to the alternative compliance officer (see Board Policy 1310).

All persons must report incidents or behaviors that could constitute discrimination, harassment, or retaliation under this policy directly to the compliance officer or alternative compliance officer. All District employees shall instruct all persons seeking to make a grievance to communicate directly with the compliance officer. District employees are required to report any observations or other information regarding actions prohibited by this Policy to the compliance officer for investigation.

If a verbal grievance is made, the person will be asked to submit a written complaint to the compliance officer. If such person refuses or is unable to submit a written complaint, the compliance officer will summarize the verbal complaint in writing.

Even if a grievance is not directly filed, if the compliance officer otherwise learns about possible discrimination, harassment, or retaliation, the District will conduct a prompt, impartial, adequate, reliable, and through investigation to determine whether unlawful conduct occurred and will implement the appropriate interim measures, if necessary. The District may take action upon finding a violation of law, District policy, or District expectations even if a grievance is not directly filed. Any attempts to voluntarily resolve a grievance will not delay the investigation once a report has been made to the District.

## **Investigation**

The District will promptly investigate all grievances, even if an outside enforcing agency (such as law enforcement, Children's Division, or the Office for Civil Rights) is also investigating a complaint arising from the same circumstances. All individuals are required to cooperate fully in any grievance investigation. The compliance officer or other designated investigator may utilize an attorney or other professionals to conduct the investigation, as needed. The compliance officer's obligation to conduct this investigation shall not be extinguished by the fact that a criminal investigation involving the same or similar allegations is also pending or has been concluded.

In determining whether an alleged incident or behavior constitutes discrimination, harassment, or retaliation in violation of Board Policy 1300 and/or 1310, the District will consider the surrounding circumstances, the nature of the behavior, victim and witness statements, the relationships between all parties involved, prior incidents and behaviors, the context in which the alleged incident or behavior occurred, and all other relevant information. Whether a particular incident or behavior constitutes a violation of Board policy requires a determination based on all available facts and surrounding circumstances.

Investigation timelines are aspirational and may be shortened or extended at the discretion of the compliance officer or alternative compliance officer. The grievant will be notified in the event that a deadline under this policy is extended.

If, after investigation, it is determined that it is more likely than not (preponderance of the evidence standard) that discrimination, harassment, and/or retaliation in violation of Policies 1300 and/or 1310 occurred, the District will promptly and appropriately discipline any student, teacher, administrator, or other school personnel who is found to have violated Board Policy 1300 and/or 1310, and/or take other appropriate corrective action reasonably calculated to end the harassment, discrimination, and/or retaliation.

## **Grievance Process**

No student or employee of the District shall intimidate, harass, or retaliate against any person filing a grievance or any person participating in the investigation or resolution of a grievance. Upon receiving a grievance, and after consultation with the compliance officer, the District may implement interim measures as described in this policy as necessary to prevent further potential discrimination, harassment, or retaliation during the pending investigation.

If the individual designated to hear a grievance or appeal pursuant to this process is the subject of the grievance, the compliance officer may designate an alternative person to hear the grievance, or the next highest step of the grievance process may be used, at the discretion of the compliance officer or alternative compliance officer.

Failure of the grievant to appeal a decision within the timelines provided by this policy will be considered acceptance of the findings and any corrective action taken.

**Level I: Compliance Officer**

A grievance is filed with the District's compliance officer. The complaint shall state the nature of the grievance, the remedy requested, and the grievant's signature and date of the grievance. The grievant may request that a meeting concerning the complaint be held with the compliance officer. A minor student may be accompanied by a parent or guardian at any such meeting.

The compliance officer may, at his or her discretion, delegate the investigation to a building-level administrator or other appropriate supervisor.

Upon receipt of the grievance, an investigation shall begin promptly, but no later than ten (10) calendar days after the compliance officer receives the grievance. The compliance officer or his/her designee shall conduct a prompt, impartial, adequate, reliable, and thorough investigation, including the opportunity for the grievant and other parties involved to identify witnesses and provide information and other evidence. The compliance officer or designee will evaluate all relevant information and documentation related to the grievance.

The investigation shall be completed and a written report filed no later than forty-five (45) calendar days from the date of receipt of the grievance. The written report shall include a determination of whether the allegations have been substantiated as factual and as a violation of Board Policy/Regulation 1310 by a preponderance of the evidence. If a violation of Board Policy/Regulation 1310 is found, the compliance officer or designee's report will also recommend corrective action to address the discrimination, harassment, or retaliation, to prevent recurrence, and to remedy its effects.

The grievant, the victim (if someone other than the victim filed the grievance), and any alleged perpetrator will be notified in writing, within seven (7) days of the completion of the written report, regarding whether the District's compliance officer or designee determined that the District's Policy 1300 and/or 1310 was violated.

**Level II: Superintendent**

Within ten (10) days after issuance of the Level I decision, the grievant, the victim (if someone other than the victim filed the grievance), or any alleged perpetrator may appeal the compliance officer's decision to the superintendent by notifying the superintendent in writing. The superintendent may, at his/her discretion, designate another person to review the matter when appropriate. A written decision will be rendered by the

superintendent or his/her designee within fourteen (14) days after receiving the written appeal, stating whether a violation of Board Policy/Regulation 1300 and/or 1310 was found, and if so, stating what corrective actions will be implemented.

The grievant, the victim (if someone other than the victim filed the grievance), and any alleged perpetrator will be notified in writing, within seven (7) days of the completion of the written report, of the superintendent or designee's findings.

**Level III: Board of Education**

Within ten (10) days after issuance of the Level II decision, the grievant, the victim (if someone other than the victim filed the grievance), or any alleged perpetrator may appeal the superintendent or designee's decision to the Board of Education by notifying the Board secretary in writing. The grievant and any alleged perpetrator may be permitted to address the Board, at the Board's discretion, and the Board may call for the presence of other persons as deemed necessary. The Board will issue a written decision within fourteen (14) days of the Board's next regularly scheduled meeting regarding whether a violation of Board Policy/Regulation 1300 and/or 1310 was found, and if so, stating what corrective actions will be implemented. The Board secretary will give the compliance office or alternative compliance officer a copy of the appeal and Board's decision.

The grievant, the victim (if someone other than the victim filed the grievance), and any alleged perpetrator will be notified in writing, within seven (7) days of the completion of the Board's written decision, of the Board's findings. The decision of the Board is final.

**Confidentiality**

To the extent permitted by law and in accordance with Board Policy, the District will keep confidential the identity of the grievant and any grievance or other document that is generated or received pertaining to grievances. Information may be disclosed if necessary to further the investigation, appeal, or resolution of a grievance, or if necessary to carry out disciplinary procedures.

The District may contact law enforcement or seek a court order to enforce this Policy when necessary, or when actions may constitute criminal behavior.

**School/Community Relations**

**Parent/Family Involvement in Education**

In order to implement the Board's commitment to parent/family involvement in students' education, the District has implemented an educational involvement plan with the following features:

1. Regular two way communication between school and parents/families. Such communication will include but not be limited to scheduled parent visits to school, electronic communication, use of translators, parent volunteers, and other programs recommended by the Parent/Family Involvement Committee.
2. Assist parents in developing positive, productive parenting skills, as well as positive productive means of interacting with District administrators and staff.
3. Provide professional development opportunities for District staff to facilitate productive parent/school involvement in promoting education of District students.
4. Involve parents in meaningful activities to enhance student learning.
5. Enhance opportunities for parents/families to visit schools in a safe and open atmosphere. Such opportunities will include, but are not limited to, identifying roles for parent volunteers, providing training for volunteers and provision of family activities at school.
6. Affirmatively involve parents in school decisions which affect their children.
7. Utilize community resources to promote and strengthen school programs, family practices, and student learning.
8. The Plan will be reviewed annually with input from parents and staff. Meeting agenda sign-in sheets and meeting minutes will be prepared and maintained by the District.
9. Full opportunity for parent participation will be provided to all parents including, but not limited to, parents with limited English proficiency, parents with disabilities, and parents of migratory children.
10. Conduct an annual evaluation of the policy to identify and resolve any barriers that would limit the involvement of parents. (Examples of barriers include, but are not limited to, economically disadvantaged, limited English proficiency, limited literacy, disabled, or are of any racial or minority background).

**School/Community Relations**

**Community Use of School Facilities**

**Use of Buildings**

In accordance with the law, buildings may be used for free discussion of public questions and subjects of general public interest, for the meeting of organizations of citizens and for such other civic, social and educational purposes as will not interfere with the use of the building for school purposes. No part of the building is to be used without permission being granted by the Superintendent/designee or the Board.

**Applications for Use**

Applications for the use of the premises shall be made in writing and shall state the date and purpose of the use, and, if an admission charge is to be made, the purpose of raising said funds and such other information as the Board or the Superintendent/designee may require. Parent organizations, Scout, educational and other school activity organizations which may be granted use of certain rooms for regular meeting purposes shall not use other rooms in the building to hold meetings or entertainment on other than the regular meeting night unless written application is made for the use of same as provided above.

Any cancellation of reserved dates must be made in writing at least twenty-four hours before the date on which meetings are scheduled. The Board reserves the right to cancel any arrangements for use of buildings upon due notice in advance.

**Rental Charges**

No charge will be made for any "strictly school" activities or for regular meetings of parent organizations. No charge will be made to Scouts and similar organizations so long as no additional cost is incurred in custodial support that would not normally be on duty and if no extra work is incurred in setting up chairs, equipment, etc.

All rental charges for use of buildings are due and payable at least twenty-four hours before the date on which the building is to be used. When the buildings are rented on Saturday or Sunday, an additional charge over and above the minimum charge may be required. Other payment arrangements may be made with the Superintendent/designee.

**Prohibitions**

1. Special permission must be received to serve meals.

2. The sale, consumption or possession of alcoholic beverages shall not be permitted on School District premises at anytime. Nor shall any person who is in a drunken or intoxicated condition, or who is under the influence of liquor, be permitted on School District premises. The person in charge of the meeting will be held responsible for the enforcement of this rule.
3. Damage or breakage occurring in any building or grounds on account of the activities of an organization using it as a meeting place shall be paid for by the organization.
4. No use of equipment shall be granted unless an instructor or attendant, approved by the Board, is in charge of the rooms or equipment.
5. Smoking is not permitted in any school building.
6. The use of profane language or gambling in any form is not permitted in any school building.
7. Groups renting school facilities will be required to provide proof of insurance.



**School/Community Relations**

**Visits To Schools**

**Procedural Guidelines for Visitors in the Schools**

It is expected that cordial manners and friendly public relations will be practiced by all employees and students of the District toward legitimate visitors in our buildings. Unauthorized visitors, however, shall be considered trespassers and subject to arrest and prosecution.

Signs directing visitors to report to the Principal's office should display a friendly "welcome" as well as a warning to trespassers.

Parents, guardians, and volunteers are welcomed and encouraged to come into the schools. However, they must report to the principal's office on entering the building so that the office will be aware of their presence. When a patron of the school has a need for a conference with a teacher or counselor, an appointment should be made so the staff member may proceed with his/her assigned duties without undue interruption.

Students dismissed earlier in one school than others are not permitted to be on the grounds of any other school in the District.

**School/Community Relations**

**Code of Conduct - Adults**

In order to ensure a safe and orderly environment in which our students can maximize their educational and social development, the following regulations are enacted with respect to the conduct of all employees and adult visitors:

1. Verbally aggressive behavior, which would include, but not be limited to, threats, intimidation, and profanity, will result in limited access to school premises and school activities for up to one (1) year. The length of the restriction will be determined by the Superintendent of Schools, and the situation will be referred to law enforcement.
2. Physical or violent behavior will result in a ban by the Board of Education from school premises and activities and will be referred to law enforcement.
3. Failure to comply with the restricted access provided in these regulations will result in the filing of civil and/or criminal charges.

**GENERAL ADMINISTRATION**

**Regulation 1440**  
**(Form 1440)**

**School/Community Relations**

**Research Requests**

The following steps must be taken by the researcher:

1. Obtain a copy of the District's policy statement on research requests.
2. Present a letter of introduction and authentication from the responsible official (i.e., department chairman or above) of the institution of higher education or the professional organization.
3. Submit a copy of the research proposal to include an outline of the research design, copies of the instruments to be used, and an outline or summary of techniques and procedures to be used in the study, including an anticipated date the District can expect a report of the findings.
4. Obtain approval by the Superintendent/designee.
5. Obtain approval from the principal(s) of the school (s) to be involved so that the District will be assured that data collecting will not in any way disrupt ongoing school programs.
6. Obtain written permission from parents of children to be directly involved.
7. Sign an agreement using the form provided by the Superintendent's office.

## **GENERAL ADMINISTRATION**

**Regulation 1450**  
**(Form 1450)**

### **School/Community Relations**

#### **Public Access to District Documents**

The following regulations are intended to ensure full and open disclosure of the District's public records.

#### **Public Records**

As defined by state statute and provided in Board policy, public records include but are not limited to reports, surveys, memoranda, documents/studies prepared and presented to the Board by consultants or other professional service paid for in any part by public funds, provided that such "records" are retained by the District.

The phrase "public records" does not include:

1. Creation of a document not retained or creation of a summary/compilation of District data where such compilation or summary is not an existing retained record.
2. Internal memoranda or correspondence received by or prepared by or on behalf of the Board where such documents involve advice, opinions, or recommendations related to the Board's decision making process. However, if such memoranda or correspondence is retained by the District or are presented at a public meeting, they will be deemed public records subject to public access.
3. District records closed to public access by the Board including but not limited to appropriate legal actions, real estate matters, information related to the performance or merit of individual employees, academic discipline and testing records of personally identifiable students, testing and examination materials, software codes, preparation for employee negotiations, specifications for competitive bidding, personnel records, and sealed bidding.

#### **Request for Inspection and/or Duplication**

1. Requests for access or duplication of the District's public records must be made to the District's designated custodian of records.
2. Upon receipt, the custodian/designee will provide or deny access within three (3) business days of the request. The date of request will not be counted as one of the three (3) business days provided for response. Where reasonable cause exists the three day response period may be exceeded.

3. *If access is not immediately provided*, the custodian/designee will provide the person requesting access with a detailed explanation of the reason for the delay. The custodian/designee will advise of the earliest date, time, and place when access will be provided.
4. *If access is denied*, the custodian/designee will provide the person requesting access with a written explanation of the reason for denial of access. The written explanation will provide the specific provision of law relied upon in denying access and will be provided within three (3) days of the date when access was denied.
5. Fees for duplication of the District's public records must be received prior to copying unless the fee has been waived by the Board. Upon request of the person requesting duplication, the custodian/designee will certify that the actual cost of document search and duplication is fair, reasonable, and does not exceed the actual cost incurred by the District.

#### **Unauthorized Removal of Public Records**

No person is permitted to remove original public records from District facilities without written permission of the custodian of records/designee. Employees who violate this provision are subject to discipline up to and including termination. Violators may be referred to law enforcement officials.

#### **Commercial Use of District Records**

No person or business entity will be provided with the exclusive right to have access to, control over, duplication of, and dissemination of the public records of the District.

**School/Community Relations**

**Community Involvement in Decision Making**

As elected officials, members of the Board of Education will be open to input from members of the community. While accountable to the Electorate of the District, Board members will act in what they believe is in the best interest of District students given existing finances and circumstances of the District.

As required by State or Federal Law or Regulations the Superintendent or designated representative shall:

1. Solicit parents' suggestions in the planning, development, and operation of programs.
2. Consult with parents about how the school can work with parents to achieve the program's objectives.
3. Provide to parents timely information concerning program evaluations.
4. Facilitate willing participation by parents in program activities.
5. Provide timely responses to parents' recommendations.
6. Establish parent advisory councils as needed.
7. Inform parents concerning the selection of students for programs, objectives for the child, the child's progress, advice on ways parents may help the child, and provide when possible materials to help parents assist their children in special programs.

**Office Methods and Data Management**

**School District Annual Report**

The Board of Education will annually issue a report to each household with a student enrolled in the District. Copies of the School Accountability Report Card shall be available at all school or administrative buildings and shall also be distributed to all media outlets serving the District. The School Accountability Report Card for each school building will include the following information:

1. Accreditation Status
2. Preschool Enrollment
3. K-12 Enrollment
4. Rates of Pupil Attendance.
5. High School Dropout Rate.
6. High School Graduation Rate
7. Number of Suspensions of Ten (10) Days or Longer
8. Rate of Suspensions of Ten (10)Days or Longer
9. District Ratio of Students to Administrators
10. District Ratio of Students to Teachers
11. Average Years of Experience of the Professional Staff
  1. Number of Advanced Degrees Earned by the Professional Staff.
  2. Student Achievement Measured by the District assessment System.
  3. Student Scores of ACT.
  4. Percentage of District Graduates Taking the ACT.
  5. Average Teachers' Salaries Compared to the State Averages.
  6. Average Administrators Salaries Compared to State Averages.

7. Average Per Pupil Expenditures for the District
8. Average Per Pupil Expenditures by Attendance Center.
9. Adjusted Tax Rate of the District.
10. District's Assessed Valuation.
11. Percentage of District's Operating Budget Derived from State, Federal, and Local Sources.
12. Percentage of Students Eligible for Free or Reduced Lunch.
13. Percentage of Students Continuing their Education in Post-Secondary programs.
14. Placement Rate for Students who Complete District Vocational Education Programs.
26. Existence of a State-Approved Gifted Education Program.
27. If a District Gifted Program exists, the Number of Students Currently Being Saved in Such Program.

### **School Report Card**

The District Report Card will permit disclosure of data on a school-by-school basis. However, school reporting will not be personally identifiable to any student or professional staff member.



**Private, State and Federal Programs Administration**

**Private, State and Federal Funding**

Steps to be followed in securing grants are:

1. Identify a significant District problem or need for program improvement that may be helped through outside funds.
2. Match the need or problem with a funding source that subscribes to a relevant purpose.
3. Study the background, resources, and funding prospects of the agency.
4. Clear with the Superintendent the general idea for a proposal.
5. Involve prospective participants in planning for a proposal. Secure parents' written permission if children are to be involved in experimental types of instruction.
6. Prepare the application, using the format and following the timeline prescribed by the funding agency.
7. Discuss the funding of personnel, including the project director, with the Human Resources Director, making sure to apply for full outside funding of all fringe benefits, including unemployment insurance.
8. Submit copies as required to the Superintendent for recommendation to the Board for approval.
9. If approved, complete the process of submission to the funding agency and its subsidiaries as required, with copies provided to participants.

**Private, State and Federal Programs Administration**

**Title I**

The responsibility for implementation of the Title I policy is shared between the Title I Director and each building Principal. The designation of these duties is described below.

**Title I (ESEA) Staff and Parent Responsibilities**

1. Development of the District's Plan will include input from parents of eligible students, teachers, administrators and related personnel.
2. Provide letters to parents regarding Title I programs and curriculum, how their children were selected for Title I, how their progress will be measured, how much progress they are expected to make during the school year, and how their performance compares to that of their schoolmates.
3. Provide an orientation meeting for parents each school year before the end of the first quarter.
4. Provide parents of each school with the results of the annual review. This review is to include the individual school performance profiles.
5. Provide timely notification to parents, in the form of letters and flyers, regarding Title I meetings and workshops.
6. Offer professional development opportunities for teachers on increasing their effectiveness in teaching all students eligible for Title I services and on addressing the needs of Title I parents.
7. Offer workshops for parents on how to help assist in the instruction of their children.
8. The District will conduct an annual review meeting of Title I activities which will include, but not be limited to, parent evaluations and the school-parent compact. Meeting agenda sign-in sheets for parents and staff, as well as, meeting minutes will be maintained by the District.
9. Send data regarding year-end Title I program evaluation results to all parents.
10. Invite parents to and include parents in Title I program review team meetings.
11. Notify parents regarding the professional qualifications of their student's classroom teachers.

## **Title I Staff Qualifications**

### Teachers

Title I teachers hired after the first day of school for 2002-2003 must meet the following qualifications:

1. Have obtained full state certification as a teacher.
2. Hold at least a bachelor's degree.
3. Elementary teachers - have demonstrated subject knowledge and teaching skills in reading, writing, mathematics and other areas of the basic elementary school curriculum.
4. Secondary teachers - have demonstrated a high level of competency in each of the academic subjects which they teach.

Title I teachers hired prior to 2002-2003 must meet the same qualifications by the end of 2005-2006.

### Paraprofessionals

Title I paraprofessionals hired after January 8, 2002, must have a secondary school diploma or a GED and meet one of the following qualifications:

1. Completed at least two (2) years of study at an Institution of higher education, or
2. Obtained an associate's (or higher) degree, or
3. Have demonstrated knowledge of, and the ability to assist In Instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

Title I paraprofessionals hired prior to January 8, 2002, must meet the above qualifications by January 8, 2006. Exceptions to these qualifications would apply to that Title I paraprofessionals who primarily serve as translators or whose duties consist solely of conducting parental Involvement activities.

## **Title I ESEA Building Level Responsibilities**

Each Title I building administrator will invite all parents to attend their school's program planning meetings, school review and improvement meetings.

Title I teachers will provide parents with quarterly written reports on the progress of their children, so that parents can know the extent to which they are learning. Teachers will be available for individual conferences at the regularly scheduled District Parent/Teacher Conference dates, and at other times by appointment through each building office. Meeting times will take into account the need to accommodate a variety of parent work schedules. Through these reports and conferences, Title I teachers will provide parents with the results of evaluations of student progress. These evaluations will include, but will not be limited to, test results, measurements of homework turned in, homework completed, student attitudes and student behavior.

Each Title I school will:

1. Design and sponsor activities to address the needs of children which are unmet due to the absence of one parent.
2. Design types of parent involvement that do not involve being at school such as helping teachers by assembling materials at home for use in classroom activities.
3. Offer opportunities and materials for parents to participate in classroom activities.

### **Parent Notification of Teacher Qualifications**

At the beginning of each school year, the District will notify the parents of each student attending any school receiving Title I funds that they may request Information regarding the professional qualifications of the student's classroom teachers, Including, at a minimum, the following:

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived;
3. Whether the child is provided services by paraprofessionals and, if so, their qualifications; and
4. What baccalaureate degree major and any other graduate certification or degree is held by the teacher, and the field of discipline of the certification or degree.

In addition to the Information that parents may request, the District will provide to each Individual parent:

1. Information on achievement level of the parent's child in each of the state academic assessments as required under this part; and

2. Timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who is not highly qualified.  
Requests by parents for this information must be provided in a timely manner.

### **Title I Grievance Procedure**

This grievance procedure applies to all complaints regarding District operations under all programs authorized under the Federal Every Student Succeeds Act including Title I, Title II, Title III, Title IV (Part A), Title V, Title VI, Title VII and Title IX (Part C).

A formal complaint may be filed by parents, member of the public, teachers, or other District employees. Complaints must be in writing; must be signed by the complainant; and must include facts, including documentary evidence that supports the complaint and the specific requirement, statute, or regulation alleged to have been violated.

All complaints must be filed with the Superintendent or Superintendent's designee and will be addressed in a prompt and courteous manner.

1. The District will notify the Commissioner of the Department of Elementary and Secondary Education (DESE) within fifteen (15) days of receipt of the complaint.
2. The District will investigate and process the complaint within thirty (30) days of receipt of the complaint.
3. The complaint findings and resolutions will be disseminated to all parties and to the Board of Education.
4. If dissatisfied with the District's determination, complainant may appeal to DESE within fifteen (15) days of receipt of the District's determination.

**Administrative Organization and Roles**

**Superintendent of Schools**

1. Attend and participate in all meetings of the Board, except when his/her own employment status is being considered.
2. Formulate and present for Board action policies, plans, programs and proposals for curriculum revision with full information which will assist the Board in making fully informed decisions. Short and long term educational goals shall be presented along with regular population studies.
3. Enforce all provisions of applicable municipal, state and federal laws, policies and regulations of the Board of Education make recommendations for any changes of policy or regulation which may be needed.
4. Make recommendations for the employment, promotion, assignment, transfer, or dismissal, of any school employee in accordance with school policy.
5. Prepare, or direct the preparation of, the annual School District budget for the Board's consideration and action.
6. Administer the budget as approved by the Board and interpret it to the community.
7. Conduct a program of public relations which will keep the community fully informed of the activities, successes and needs of the School District. The Superintendent shall maintain a cooperative working relationship between the School District and the community by regularly attending community and school activities.
8. Initiate citizen committees which includes professional consultants to act in an advisory capacity in areas such as curriculum, government programs, school projects, research, school finance and evaluations subject to the Board's approval.
9. Respond to situations requiring discretion because they are not covered by existing Board policies, reporting the action to the Board as soon as possible thereafter.
10. Assist the Board in fulfilling its legislative function for the schools in an efficient and just manner.

11. Assume direct operational responsibility for all duties and responsibilities not specifically assigned to an assistant Superintendent, director, or others.
12. Maintain accurate up-to-date records and reports as required by law, the Missouri Department of Elementary and Secondary Education, and/or the Board.
13. Provide an orientation program for new Board members and inform Board members of conferences, workshops and other meetings that will assist them in their duties and responsibilities.
14. Provide an agenda to Board members prior to all regular Board meetings, with appropriate background information.
15. Provide leadership for all School District personnel which encourages team effort to provide quality education and services.
16. Supervise and evaluate central office administrative personnel and all principals, making annual recommendations to the Board for administrative employment and compensation.
17. Resolve student disciplinary problems resulting from principals' referrals.
18. Serve as spokesperson for the Board team in discussions with the representative teacher organization.
19. Perform other duties as may be assigned by the Board of Education or as may be required to implement the policies and regulations of the Board of Education.

## **STUDENTS**

## **Regulation 2110**

### **Nondiscrimination and Student Rights**

#### **Equal Education Opportunity/§504 Procedural Safeguards**

Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act were designed to eliminate discrimination on the basis of disability. To that end, Section 504 provides, in pertinent part, as follows:

No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance . . .

A disabled person under Section 504 is defined as any person who has a physical or mental impairment that substantially limits one or more major life activities.

Pursuant to Subpart D of the 504 federal regulations, a recipient of federal financial assistance that operates a public elementary or secondary education program must establish and implement, with respect to actions regarding the identification, evaluation, or educational placement of persons who, because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards. The following is a description of the procedural safeguards or rights granted by federal law to students with 504 disabilities and/or their parents or legal guardians and to those students who are suspected of having a 504 disability and/or their parents or legal guardians. Parents/guardian of students who are suspected of or identified with a disability under the Individuals with Disabilities Education Act are provided with copies of the IDEA procedural safeguards unless those students have a separately identified 504 disability that is not addressed through an IEP.

#### **Parent and Student Rights Under Section 504:**

1. Parents/guardian and students have the right to be informed by the School District of their rights under Section 504. The purpose of these Procedural Safeguards is to advise you of those rights.
2. A student with a 504 disability has the right to a free appropriate public education. An appropriate education is defined as the provision of regular or special education and related aids and services that are designed to meet the individual educational needs of the disabled person as adequately as the needs of nondisabled persons are met and are based upon adherence to 504 regulatory procedures.
3. The provision of a free education is the provision of educational and related services without cost to the disabled person or to his or her parents or guardian, except for those fees that are imposed on nondisabled persons or their parents or guardian. Funds available from any public or private agency may be used to meet this requirement. Under



**Regulation 2110**  
**Page 2**

the law, insurers and other third parties are not relieved from an otherwise valid obligation to provide or pay for services for a disabled student.

4. A child with a disability has the right to take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
5. The parents(s) or guardian of a child with a disability have the right to receive notice with respect to the identification, evaluation, or placement of the child.
6. A student with a disability has the right to receive services and be educated in facilities that are comparable to those provided to nondisabled students.
7. A student with a disability has the right to have evaluation, education and placement decisions made based on a variety of information sources, and by persons who know the student and are knowledgeable about the evaluation data and placement options. The student also has the right to be periodically reevaluated.
8. A student with a disability has an equal opportunity to participate in nonacademic and extracurricular activities offered by the District.
9. A student with a disability has the right to have transportation provided to and from an alternative placement setting (if the setting is in a program not operated by the District) at no greater cost to the parent/guardian than would be incurred if the student were placed in a program operated by the District.
10. The parents/guardian of a student with a disability or an eligible student (over the age of 18) have the right to examine all relevant records relating to decisions regarding the student's identification, evaluation and placement.
11. The parents/guardian of a student with a disability or an eligible student and/or the District have the right to request an impartial due process hearing relating to decisions or actions relating to the student's identification, evaluation, program or placement and the parents or guardian have the right to be represented by counsel in such hearings. The parents or guardian or eligible student and/or the District also have the right to a review procedure involving such hearings. The procedures for requesting an impartial due process hearing and the relevant review procedures are described below.
12. The parents/guardian of a student with a disability or an eligible student have the right to file a local grievance with the District for issues unrelated to the identification, evaluation, program or placement of the student. Board Policy 1621 describes the procedures for filing a grievance and can be requested by contacting: Director of Special Services at Central Office.

Persons who believe that the district is discriminating against eligible persons on the basis of disability may also file complaints with the District's Section 504 Coordinator and/or **[the address for the Kansas City Office of OCR is: OCR, U.S. Department of Education, 601 E. 12<sup>th</sup> St., Kansas City, Missouri 64106. The Kansas City office's jurisdiction extends to the states of Kansas, Missouri, Nebraska, South Dakota, and Oklahoma. For a list of other regional offices and their coverage area, see [www.ed.gov](http://www.ed.gov).**

The District's Section 504 Coordinator is the Director of Special Services and may be reached at (816) 521-5300.

### **DUE PROCESS APPEAL PROCEDURES**

This procedure should be used if the parent(s), legal guardian or eligible student intends to challenge actions the District proposes or refuses under 504 regarding the identification, evaluation, program or placement of a student with a disability. The District also has the right to initiate a 504 due process hearing regarding these same matters.

1. If a parent, legal guardian or eligible student intends to challenge the action proposed or refused by the District, the parent/guardian or eligible student must file a written Notice of Appeal/Request for 504 Due Process Hearing within 90 calendar days from the date of the District's written notice of the proposed or refused action. The Request for 504 Due Process hearing should be filed with: the District's Section 504 Coordinator at Central Office. Determinations as to the timeliness of a request for a Section 504 due process hearing shall be made solely by the impartial hearing officer, who shall have the discretion to grant a waiver of the filing deadline upon a showing that an action of the District's prevented the timely filing of a request for hearing.

If the District intends to initiate a Section 504 due process hearing, the District's Section 504 Coordinator will complete the Request for a 504 Due Process Hearing within the same number of calendar days as specified above.

2. The Request for a 504 Due Process Hearing must state the specific circumstances, including all relevant facts, giving rise to the request for due process; the specific issues to be decided at the impartial due process hearing; and the relief being requested. The District will acknowledge, in writing, all parent/guardian requests for a due process hearing within 15 business days of receipt. If the District initiates the due process hearing, the District will inform the parent or guardian within 15 days of the District's decision to so initiate.

3. The District will, within 15 business days of the District's or parent/guardian's receipt of the Request for a 504 Due Process Hearing, appoint and retain a single impartial hearing officer to hear and decide the due process request. The hearing officer must have knowledge or training in Section 504 and may not be an employee of the District. The hearing officer may not have a personal or professional interest that would conflict with his/her objectivity in the hearing. The District is not required to consult with the parent/guardian or eligible student with respect to the hearing officer appointment.
4. The parties to the hearing have the following rights:
  - a. The right to inspect all relevant records, including personally identifiable records of the student;
  - b. The right to be represented and advised by an attorney ;
  - c. The right to present evidence and confront, cross-examine and compel the attendance of witnesses;
  - d. The right to obtain a record of the hearing;
  - e. The right to obtain written findings of fact, conclusions of law, and decision.
5. The parents or guardian have the right to open the hearing to the public; otherwise, it will be closed. The parents or guardian may elect to have the student present at the hearing.
6. The hearing officer must hold the hearing within 30 days of his/her appointment as hearing officer. This timeline may be extended upon the request of the party or parties and by agreement and order of the hearing officer.
7. Each hearing must be conducted at a time and place which is reasonably convenient to the District and the parents or guardian. The District's facilities will be presumed to be a reasonably convenient location but the parents or guardian may challenge this presumption with the hearing officer.
8. The party that requested the due process hearing may not raise issues at the due process hearing that were not addressed in the Request for a 504 Due Process Hearing unless the other party agrees.
9. The hearing officer shall render a final, written decision no later than 20 days following the completion of the hearing. A decision may be rendered after 30 days, if either party requests an extension of this timeframe, and for good cause shown. The decision of the hearing is final and binding, subject to the procedures outlined below.

10. The District is responsible for costs directly attributable to the provision of administration hearings described in these procedures, including compensation of the hearing officer, transcripts or recordings of the hearing, and other related expenses. The District is not responsible for the costs of legal counsel or other representative of the parent/guardian or eligible student or for the costs of producing or reproducing the evidence presented by the parent/guardian or eligible student.

11. Any timelines specified herein may be extended by agreement of the District and parent/guardian or eligible student or by order of the hearing officer.

Any party aggrieved by the decision of the impartial hearing officer may appeal that decision to any court of competent jurisdiction.

## **STUDENTS**

## **Regulation 2170**

### **Nondiscrimination and Student Rights**

#### **Distribution of Noncurricular Publications by Students**

##### **Guidelines for Distribution**

Students may distribute, at reasonable times and places, unofficial written materials, petitions, buttons, badges, or other insignia, except expressions which:

1. Are obscene to minors.
2. Are libelous.
3. Are pervasively indecent or vulgar (secondary schools)/contain any indecent or vulgar language (elementary schools).
4. Advertise any product or service not permitted to minors by law.
5. Constitute insulting, hateful or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin).
6. Present a clear and present likelihood that, either because of their content or their manner of distribution, will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, or will cause the commission of unlawful acts or the violation of lawful school regulations.

Distribution on school premises of material in above categories to any student is prohibited.

##### **Procedures**

Any student wishing to distribute unofficial written material must first submit for approval a copy of the material to the principal/designee at least three (3) days in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting request.
2. Date(s) and times(s) of day of intended display or distribution.
3. Location where material would be displayed or distributed.
4. The grade(s) of students to whom the display or distribution is intended.

Within forty-eight (48) hours of submission, the principal/designee will render a decision whether the material violates the guidelines contained in these regulations or the time, place and manner restrictions of this regulation. In the event that permission to distribute the material is denied, the student submitting the request should be informed of the reasons for the denial.

Permission to distribute material does not imply approval of its contents by the school, the administration, the Board, or the individual reviewing the materials submitted. Accordingly, the publication shall contain a statement “The opinions expressed are not necessarily those of the District or its personnel.”

If the student is dissatisfied with the decision of the principal/designee, the student may submit a written request for appeal to the Superintendent/designee. If still not satisfied, the student may appeal the request to the Board for its review.

### **Time, Place and Manner of Distribution**

The distribution of written material shall be limited to a reasonable time, place and manner as follows:

1. No written material may be distributed during and at the place of a normal school activity (e.g., classroom) if it is reasonably likely to cause a material and substantial disruption of that activity.
2. Distribution of written material is prohibited when it blocks the safe flow of traffic within corridors and entranceways of the school.

### **Definitions**

The following definitions apply to the following terms as used in this policy:

*Obscene to minors* is defined as:

1. The average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested; and/or
2. The material depicts and describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and/or
3. The material taken as a whole, lacks serious literary, artistic, political or scientific value for minors.

*Minor* is defined as any person under the age of eighteen (18).

*Material and substantial disruption* of a normal school activity is defined as follows:

1. Any disruption which interferes with or impedes the implementation of any educational or school sponsored program.
2. In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school and current events influencing student activities and behavior.

*School activities* is defined as any activity of students sponsored by the school and includes – by way of example, and not by way of limitation – classroom work, library activities, physical education classes, official assemblies, and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.

*Unofficial* written material is defined as all written material except school publications funded and/or sponsored or authorized by the school. Examples include leaflets, brochures, flyers, petitions, placards and underground newspapers, whether written by students or others.

*Libelous* is defined as a false or unprivileged statement about a specific individual that tends to harm the individual's reputation, or to lower him/her in the esteem of the community.

*Distribution* is defined as circulation or dissemination of written material by means of handing out free copies, selling or offering copies for sale and accepting donations for copies. It includes displaying written material in areas of the school which are generally frequented by students.

### **Disciplinary Action**

Distribution by a student of unofficial written material prohibited in this regulation will be treated as a violation of the student discipline code.

## **STUDENTS**

## **Regulation 2200**

### **Admission and Withdrawal**

#### **Student Records Requests**

Within 48 hours of enrolling a student placed in the District pursuant to R.S.Mo. §§ 210.481-.536, the school official enrolling the student shall request all records required by District policy for student transfer, including discipline records, from all schools and facilities attended by the student in the preceding twenty-four (24) months in addition to records related to the student from the Department of Social Services; the Department of Mental Health; the Department of Elementary and Secondary Education; and any other state agencies and entities involved in the placement of the student.

For all other students to whom the preceding paragraph of this Regulation is not applicable, the Superintendent/Designee will request the student's transfer and discipline records from all schools or facilities previously attended within the preceding twelve (12) months within two (2) business days of a student's request to enroll in the District. In addition, parents/guardians of students new to the District will be required to complete and sign the Affidavit Regarding Prior Discipline informing the District of the student's previous suspensions, expulsions or criminal activity.

Any enrollment of the student prior to receipt of the student's discipline records from a previous school will be conditional until such time as the student's previous discipline records are received evidencing that the student is not barred from enrollment under R.S.Mo. § 167.171 (See Policy and Regulations 2200 and 2664). A student will be allowed to attend school after a conditional enrollment. A student's conditional enrollment will be revoked upon receipt of information that the student is barred from enrollment pursuant to R.S.Mo. § 167.171 and the student will no longer be allowed to attend school. This provision does not apply to a disabled student, as identified under state eligibility criteria, who is convicted or adjudicated guilty as a result of conduct related to the student's disability. Any student who is barred from enrollment pursuant to R.S.Mo. §167.171 will be provided due process as set for in the District Regulation 2664. If the student is not barred from enrollment pursuant to R.S.Mo. § 167.171, the student will be deemed fully enrolled upon receipt of the student's records. (See Regulation 2200, Policy 2290, and Policy and Regulation 2664).

The Superintendent/Designee is authorized to share relevant portions of such student's transfer and discipline records with District employees who, based upon their duties, have a need to know such information. Such records will be maintained in confidence for purposes of maintaining discipline and for assistance to the student. **(New 9/2014)**

### **In-District Transfers**

Under exceptional circumstances a student may be permitted to transfer to a school outside of the student's attendance area. A transfer request may be made by a parent, legal guardian or lawful



custodian of a student. A transfer request may be denied if the request is deemed by the Superintendent/designee not to be in the best educational interests of the student. All in-district transfers are subject to available space and eligibility as determined by the district. These transfers must be renewed annually. All transfers are contingent on students meeting and maintaining the following criteria:

1. The student must be in good standing academically at the school he/she currently attends. Academic standing must be verified by official school documents;
2. The student must be a citizen in good standing at the school he/she currently attends; a student in "good standing" is defined as having no suspensions or expulsions during the student's school career.
3. The student must demonstrate regular attendance habits; regular attendance habits are defined as being absent no more than ten (10) percent of the total membership days of enrollment during the current and/or previous school year (tardies, to school or class, may accumulate as absences); student attendance must be verified by official school attendance records.

One of the following circumstances must be met for a transfer to be approved:

1. Completion of final year at same school – a student who has moved outside of the attendance boundaries of their current school may be allowed to complete the final year – 5<sup>th</sup>, 8<sup>th</sup>, 12<sup>th</sup> grade – at the school he/she has been attending.
2. Before/after school child care – students in grades kindergarten through 5<sup>th</sup> grade whose primary before/after child care provider is within the boundaries of school outside of the student's regular attendance area may request transfer so long as the student continues to be provided child care services at that location.
3. Student of District Employee – students whose parent/guardian is either a teacher or a regular employee (working more than 25 hours per week with benefits) of the Independence School District are eligible for in-district transfer so long as the parent/guardian is continually employed by the district.
4. Sibling attending special program in another school – a student whose sibling attends a district special program outside their regular neighborhood school may request transfer to allow all family members to attend the same school.
5. Extraordinary hardship – a student whose family is experiencing extraordinary hardship may request in-district transfer. A transfer request based on hardship must be

accompanied by a letter explaining the circumstances of the hardship and how the situation directly impacts the education of the student.

Unless a specific exception is granted by the Superintendent/designee, all transfers will commence at the beginning of an academic semester. Transportation during an approved in-district transfer will be the sole responsibility of the parent/guardian unless waived by the Superintendent/designee. Any student who transfers to a school outside the student's attendance area of residence shall be subject to all eligibility rules of the Missouri State High School Activities Association and such eligibility rules as may be adopted by the board of education.

**REV. 9/16**

## **STUDENTS**

## **Regulation 2230** **(Form 2230)**

### **Admission and Withdrawal**

#### **Admission of Non-Tuition Students**

The Superintendent/Designee is responsible for ensuring that all pre-registration residency, waiver requests, and prior discipline forms are completed and maintained as District records.

A student may only register in the District if the student provides proof of residency or if the student or parent/guardian requests a waiver from the Board of Education on the basis of hardship or good cause. A Residency Enrollment Checklist (Form 2230) and Affidavit Regarding Prior Discipline (Form 2230.2) will be completed at the time of enrollment. If the Superintendent/Designee has reason to suspect that the admission of a student will create an immediate danger to the safety of others, a hearing will be convened within five (5) working days of the request to register. At the hearing, the District will determine whether the student may enroll. (See Regulation 2664 – Enrollment or Return Following Suspension and/or Expulsion.)

#### **Waiver**

Students or parents/guardians seeking a waiver of the District's residency requirement must complete and submit to the Superintendent a Request for Waiver of Proof of Residency (Form 2230.1) stating the reasons for which the waiver is requested. If a waiver is requested, the Board of Education, or a committee of the Board appointed by the Board President, must convene a hearing no later than forty-five (45) days after the request for waiver is filed with the Superintendent. Once a waiver of proof of residency has been requested, the student may be permitted to conditionally enroll and attend school pending a hearing before the Board on the request unless there is reason to suspect that the student's admission will create an immediate danger to the safety of other students or employees of the District. If there is reason to suspect that a student poses an immediate danger, the Superintendent/Designee may hold a hearing within five working days of the request to register and determine whether or not the pupil may register.

If the District fails to convene a timely hearing, the request for waiver is automatically granted. Following the hearing, the Board will provide written notice of its decision and the reasons for its approval or denial of the waiver request. If the Board grants the waiver request, the student will be allowed to continue attending school in the District and will be deemed fully enrolled. If the Board denies the waiver request, the student's conditional enrollment will automatically be revoked and the student shall not be allowed to continue attending school in the District.

In considering whether a waiver to residency should be granted, the presumption that a student's domicile is in the home of the student's parent/guardian is not conclusive. Students residing within the District, but not within the domicile of their parent/guardian, will be considered

residents of the District if they reside within the District for reasons other than solely to attend District schools or athletic reasons.

**Students Entitled to Enroll Without Proof of Residency or Payment of Tuition**

The following students may enroll without payment of tuition or request for a waiver of the proof of residency requirements:

1. Orphaned children or children with only one living parent.
2. Children between the ages of six (6) and twenty (20) who are unable to pay tuition and whose parents/guardians do not contribute to their support.
3. Children who participate in an American Field Service or similar foreign exchange program subject to District approval and provided that the student resides in the home of a District resident.
4. Children whose parents/guardians own and reside upon property at least eighty (80) acres of which are used for agricultural purpose, provided at least thirty-five percent (35%) of the property is within the District.
5. Inter-district court-ordered desegregation students.
6. Students of District teachers or regular District employees.
7. Homeless students.
8. Wards of the state placed in a residential care facility by state officials.
9. Students placed in a residential care facility by a juvenile court or due to a mental illness or developmental disability.
10. Students with a disability identified under state eligibility criteria if the student is in the District for reasons other than accessing the District's educational programs.
11. Students attending regional or cooperative alternative education programs.
12. Students attending an alternative education program on a contractual basis.

The administration may investigate the eligibility of children attending schools under the provisions of this regulation. If a determination is made by the Superintendent/Designee that the student does not meet the criteria to be entitled to a free public education by the District, the student may be administratively removed from the enrollment as set forth in Policy 2290.

## **STUDENTS**

## **Regulation 2240**

### **Admission and Withdrawal**

#### **Admission and Tuition - Non-Resident Students**

The following students who live within the District will be considered residents and may enroll without payment of tuition.

1. Orphaned children or children with only one living parent.
2. Children whose parents/guardians do not contribute to the support of the child.
3. Children who participate in an American Field Service or similar foreign exchange program subject to District approval and provided that the student resides in the home of a District resident.
4. Children whose parent/guardian owns real property within the District, but who reside outside of District boundaries. Such children may attend school upon payment of tuition which will be reduced by the amount of real estate tax paid by the child's parent/guardian for School District purposes. Tuition payment shall be paid in full prior to the first day of the non-resident student attending school.
5. Children whose parents/guardians own and reside upon property at least 80 acres of which are used for agricultural purpose provided at least 35% of the property is within the District.

The administration may investigate the eligibility of children attending schools under the provisions of this policy.

**REV. 10/11**

## **STUDENTS**

## **Regulation 2250**

### **Admission and Withdrawal**

#### **Admission of Exchange Students**

This regulation sets forth the procedural requirements for admission of foreign exchange visitor students to the District.

1. The sponsoring organization shall not place a student in the high school without first contacting the principal and obtaining his/her approval for the admission of the student.
2. Students will be accepted on a space-available basis. No more than eight foreign students from the AFS program.
3. Representatives of the foreign exchange program must provide active supervision and support to their participating students including responsibility for resolving problems including, if necessary, the changing of host families and the early return home of the exchange student because of personal or family difficulties.
4. Placement of the student in the high school should be arranged at least five weeks in advance of the student's departure from the student's native country. In any event, such placement must be made before the student's arrival in the United States.
5. The host family should be familiar with, and transmit to the school, information about the student's interests and general behavior, and provide the student's school record in English or translatable, form.
6. The foreign exchange student must abide by the rules and regulations of the high school regarding attendance, discipline, schoolwork etc.
7. The principal will check to see whether:
  - a. Orientation, both pre-departure and upon arrival in the United States, has been provided to the exchange students. The orientation is to be designed to give the students basic information about the United States, its people, family and school life, and the nature of the program in which they are participating.
  - b. Orientation has been provided to host families at least five weeks prior to the student's arrival in the United States.
  - c. Each visiting student and host family has been provided with a copy of the Department of State's Criteria for Exchange Visitor Programs.

- d. The representative has made sure the student has appropriate health, accident and liability insurance.
  - e. Students are provided with an identification card with address and telephone numbers of the sponsoring organization and the Facilitative Services Staff, Bureau of Educational and Cultural Affairs, and Department of State.
8. Diplomas may be issued to exchange students when both the District graduation requirements and the student's home school requirements have been met. Students are entitled to participate in all senior activities, including the graduation ceremony, with or without the diploma.
9. District students should be recommended by the local units of exchange visitor programs for reciprocal privileges and responsibilities.

## **STUDENTS**

## **Regulation 2260**

### **Admission and Withdrawal**

#### **Homeless Students**

##### **Identification**

For purposes of Board policies and regulations *homeless students* include students under age twenty-one (21) who lack a fixed, regular and adequate nighttime residence and include students who:

1. are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in hotels, motels, or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. have a public or private place not designed for, or ordinarily used as, a regular sleeping area for human beings;
3. are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. are a migratory child or youth who qualifies as homeless because the child or youth is living in circumstances described in subdivisions 1-3 of this section.

##### **School Selection**

Parents, guardians, or unaccompanied youth will be informed of the homeless student's right to remain in the school of origin. For purposes of this policy, the school of origin means the school that the student last attended when permanently housed, or the school where the student was last enrolled including preschool. In determining the best interest of the student, the Board will consider:

1. Keeping the student in the school of origin unless contrary to wishes of parent or guardian;
2. Impact of mobility on admission;
3. Education, health, safety of the student;
4. Consider the views of an unaccompanied student;
5. Irrespective of whether the student lives with homeless parents or has been temporarily placed elsewhere.

The District will provide a written explanation, including the right to appeal to the student or parent/guardian if, the Board sends the student to a school other than the school of origin or the school requested by the parent/guardian.



## **Enrollment**

A homeless student will be enrolled without undue or unreasonable delay. A homeless student will be enrolled even if their previous academic records, immunization records, proof of residence, or other documents are not immediately available. The District will ensure that homeless students, meeting eligibility standards, do not face barriers in accessing academic and extracurricular activities.

## **Transportation**

The District will, upon parent/guardian or unaccompanied youth request, provide transportation to and from the school of origin as follows:

1. If the student continues to live in the District, transportation will be arranged to the school of origin.
2. If the student continues in their school of origin, but moves into another district, transportation will be arranged upon by the District of origin and the new District of residence.

## **Homeless Liaison**

The Board of Education has appointed a liaison for homeless students. The responsibilities of the liaison will include but not be limited to:

1. Ensure that homeless children and youth are identified by school personnel through outreach and coordination activities with other entities and agencies.
2. Establish practices designed to ensure the school enrollment and success of homeless students;
3. Assist with the enrollment of homeless students and provide assistance with obtaining academic and medical records;
4. Make school placement decisions based on the best interest of the child and wishes of the parent, guardian, or unaccompanied youth;
5. Inform parents, guardians, or unaccompanied homeless students of the educational and related opportunities available to them;
6. Ensure that homeless students and their families have access to educational services including Head Start, Even Start and other preschool programs administered by the District;

7. Ensure that referrals are made to health care, dental, mental health and other appropriate services;
8. Ensure that homeless students are not isolated or stigmatized because of their status as homeless;
9. Handle enrollment disputes and ensure that disputes over the placement of homeless students are resolved in a timely manner consistent with the requirements of the McKinney Vento Act;
10. Provide/arrange transportation and inform the parent, guardian, or unaccompanied homeless youth of the transportation services the school district must make available and assist homeless students in accessing transportation to and from school; and
11. Disseminate public notice of the educational rights of homeless students in places where homeless students receive services.
12. Ensure school personnel receives professional development and other support.
13. Ensure that unaccompanied youth are enrolled in school, have the opportunity to meet the same challenging state academic standards, are informed of their status as independent students under Section 480 of the Higher Education Act and their right to receive verification of this status.

All school personnel, District service providers, and locally known advocates working with homeless families will be informed of the identity of the Homeless Liaison and the Homeless Liaison duties.

### **Disputes Over School Selection or Enrollment in a School**

If a dispute arises over school selection or enrollment in a school the following protocols will apply:

1. The homeless student will be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute;
2. The parent, guardian, or unaccompanied youth will be provided with a written explanation of the District's decision regarding school selection, enrollment, and related decisions concerning education services, including the rights of the parent, guardian, or student to appeal the decision; and

3. The homeless student, parent, or guardian will be referred to the Homeless Liaison, who will carry out the complaint resolution process described in the next section of this Regulation as expeditiously as possible after receiving notice of the dispute.
4. At the request of the parent, guardian, or unaccompanied youth, the District will provide for or arrange adequate or appropriate transportation to and from the school selected by the parent, guardian, or unaccompanied youth. Inter-district transportation disputes will be resolved by DESE.

### **Dispute Resolution**

**Level I** - A complaint regarding eligibility, school selection, enrollment or barriers to attending classes and participating in school activities of a homeless child shall first be presented orally and informally to the District's educational liaison for homeless children. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the educational liaison. The written charge must include the following: date of filing, description of alleged grievances, the name of the person or persons involved and a recap of the action taken during the informal charge stage. Within five (5) working days after receiving the complaint, the liaison shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the liaison will inform the Superintendent of the formal complaint and the disposition.

**Level II** - Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Superintendent by filing a written appeals package. This package shall consist of the complainant's grievance and the decisions rendered at Level I. The Superintendent will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Superintendent shall state a decision in writing to the complainant, with supporting evidence and reasons.

**Level III** - If resolution is not reached in Level II, a similar written appeals package shall be directed through the Superintendent to the Board of Education requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board may be conducted in closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state its decision and reply in writing to the parties involved. For District purposes, the decision of the Board of Education is final.

**Level IV** – If the complainant is dissatisfied with the action taken at Level III, the Complainant may appeal the decision to the State Education Agency point of contact. Such appeal must be in writing and filed within five (5) days of Level III decision, and including:

1. School in which enrollment is sought and the basis for seeking enrollment;
2. Name and contact information for the parent or education decision-maker;
3. Best Interest notes and reports;
4. Copy of the previous appeal letter;
5. Copy of the decision recommended at Level III.

The appeal letter must be submitted to the State point of contact as well as the District's Superintendent.

### **Policy Dissemination**

Copies of the Board of Education's Policy on Homeless Students will be presented to the County Welfare Office, County Office of the Division of Employment Security, the Juvenile Officer and to local law enforcement authorities.

### **Identification**

Homeless students will be identified by referrals from community organizations, District personnel, and by review of the District's enrollment forms.

## **STUDENTS**

## **Regulation 2270**

### **Admission and Withdrawal**

#### **Migrant Students**

##### **Identification**

For purposes of Board policies and regulations, the phrase *migratory student* shall mean students aged three (3) through twenty-one (21) who are or whose parents/guardians or spouses are migratory agricultural workers, including migratory dairy workers or migratory fishers, and who in the preceding thirty-six (36) months, in order to obtain or accompany such parents/guardians or spouses in obtaining temporary or seasonal employment in agriculture or fishing work, have moved from one school district to another.

The District will identify migrant students by including questions on the District's enrollment form. If it is indicated that a migrant student is enrolling, the parents will then be asked to complete a parent survey/family interview form provided by the State Office for Migrant-English Language Learner (MELL) Program. The Regional Migrant Center or the State Director for Migrant Education will be notified of any migrant students who are enrolled in the District. The Regional Migrant Center will be contacted for any assistance needed for the migrant student(s).

##### **Services**

School District personnel including secretaries, nurses, counselors, teachers, and principals will be advised of the presence of eligible migrant students in their assigned school to ensure that equal access to all school programs is provided. Complaints concerning the placement of migrant students will be resolved by means of the District's complaint resolution procedure for homeless students.

**Rev. 3/17**

## **STUDENTS**

## **Regulation 2310**

### **Attendance**

#### **Student Attendance**

The Board of Education has established the following rules and regulations regarding attendance, absences and excuses for students. These rules and regulations are intended to comply with Missouri Compulsory Attendance Law (167.031 RSMo.) which establishes compulsory attendance for all children between the ages of seven and sixteen unless their education is provided by other acceptable means or otherwise excusable under the law.

#### **Excusable Absences**

In case of absence, it is the responsibility of the parent/guardian to notify the school. If the school is not notified on the day of absence, a note from the parent/guardian will be required on the first day of the student's return to school. The absence will be recorded as unexcused if a note or telephone call is not received.

Excusable absences include, but are not limited to:

1. Illness of the student (Doctor's statement may be required to support such absences).
2. Days of religious observance.
3. Death in the family.
4. Family emergencies which necessitate absence from school. The school must be notified in advance when such absences are foreseen.

The following procedures should be followed by students who are absent so as to prevent academic difficulties:

1. The student shall obtain assignments from appropriate staff members. Assignments shall be obtained in advance if the absence is foreseen.
2. All assigned work shall be submitted upon returning to school.
3. All classroom work (to include tests) shall be completed as indicated by the individual classroom teacher.

#### **Unexcused Absences**

Attendance patterns for all students will be monitored. Absences which are not clearly excusable will be investigated by the principal and/or staff, and appropriate action will be taken:

1. It is the building principal's / designee's responsibility to contact the parent/guardian by telephone in order to inquire about the reason for the student's absence.
2. If the principal is unable to contact the parent/guardian within three (3) days or the parent/guardian does not give a reasonable explanation for the absence within three (3) days, the building principal shall send a registered letter to the parent/guardian requesting a conference within a week.
3. If the parent/guardian does not contact the principal within a week of receipt of the registered letter, the building principal will make a referral to the proper legal authorities.
4. The building principal shall also notify the office of the Superintendent in writing of the excessive absence and continue to update the Superintendent on the situation.

### **Excessive Absences**

#### **Elementary Students and Middle School Students**

Excessive absences, excused or unexcused, have a detrimental effect upon academic progress and may be one factor considered in promotion/retention decisions.

#### **High School Students**

Regular attendance and participation in classroom instructional activities are essential to achieving the educational objectives for each class. When students are absent from class, they miss the material covered; they miss the opportunity to interact with the teacher as well as other students; and they miss the opportunity to pursue learning opportunities only available in the classroom interaction.

Students whose absence is unexcused will not receive credit for instructional activities occurring during their absence. The net effect of an unexcused absence or absences may be a reduction in the student's grade. In addition, students who have unexcused absences may be required to attend outside of normal school hours to complete classroom work covered in their absences.

Students are required to make up work as a result of class periods missed. It is the student's responsibility to meet with the teacher to obtain the necessary assignments and instructions. Any exceptions to the items cited above shall be approved by the Board of Education.

Each principal may have written policies which further detail procedures for making up work, reporting absences, etc.

**Regulation 2310**  
**Page 3**  
**(Disciplinary Option)**

1. After a student has been absent, it is the building principal's / designee's responsibility to contact the parent/guardian by telephone or letter in order to inquire about the reason for the student's absence.
2. If the principal is unable to contact the parent/guardian within three (3) days or the parent/guardian does not give a reasonable explanation for the absence within three (3) days, the building principal shall send a registered letter to the parent/guardian requesting a conference within a week.
3. If the parent/guardian does not contact the principal within a week of receipt of the registered letter, the building principal will make a referral to the proper legal authorities.
4. The building principal shall also notify the office of the Superintendent in writing of the excessive absence and continue to update the Superintendent on the situation.

**Excessive Absences**

**Elementary Students and Middle School Students**

Excessive absences, excused or unexcused, have a detrimental effect upon academic progress and may be one factor considered in promotion/retention decisions.

**High School Students**

Students who accumulate in excess of eight (8) days in any class are subject to loss of credit for that class. (Days of student suspension are not counted as days absent for purposes of this policy.)

When unusual or extreme circumstances occur, exceptions to this stated policy will be made only by administrative discretion on an individual basis. Any absence not accounted for will be considered an unexcused absence.

Any absence from class as a result of a school-sanctioned activity is not recorded as an absence for purposes of this policy. Example: field trip, athletic event, student activity, etc. It is the student's responsibility to remind all of his/her teachers following a school-sanctioned absence to use the attendance correction form if he/she was reported absent inadvertently.



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**Page 4**  
**(Disciplinary Option)**

A student is expected to make up work as a result of class periods missed. It shall be the student's responsibility to meet with the teacher and receive the necessary instructions and assignments.

Any exceptions to the items cited above shall be approved by the Board of Education.

Each principal may have written policies which further detail procedures for making up work, reporting absence, etc.

**Appeal**

High school students who are denied credit under this Regulation are entitled to utilize the due process procedures available for student suspensions. These provisions are contained in Regulation 2662 – Suspension.

**REV. 8/2018**

## **STUDENTS**

## **Regulation 2320**

### **Attendance**

#### **Part-time Attendance**

The District recognizes the need of some students to attend school on a part-time basis. The Board has established the following regulation regarding part-time attendance. It is the intent of this regulation to meet the individual needs of each student and at the same time establish rules and regulations which will preserve the discipline, health, and academic standards of the school.

#### **Eligibility Requirements**

1. To be eligible for part-time attendance, the student must be a resident of the District.
2. The student must have parent/guardian approval if under 18 years of age.
3. The student must demonstrate a definite need to attend school on a part-time basis. Examples are: a) financial needs of student or family, b) health problems of self or family, c) vocational training in school or on the job, d) enrollment in a school of higher education, and e) unique curriculum offerings.

#### **Application Procedure**

The student must secure an appointment with the guidance counselor or school principal prior to classification as a part-time student. The student must complete a part-time attendance request form at the conference. Before any decision is given concerning the request, a conference must be held with the student's parent/guardian if the student is under 18 years of age. All applications and conferences must be completed during the time preceding the semester in which the student is to be enrolled on a part-time basis.

After an application has been submitted, the principal shall rule on the request and report to the Superintendent the names of all students who are to be enrolled on a part-time basis. This same report shall be transmitted to the Board of Education. In the event the principal denies the request, the student may appeal to the Superintendent who must respond in a reasonable time. If the student is not satisfied with the decision of the Superintendent, an appeal may be made to the Board of Education with the appeal to be heard at the next meeting of the Board.

The student must renew the request for part-time attendance status each semester. Parental conference will not be required for renewal; however, the parent/guardian will be notified of the student's continued part-time enrollment status.

Part-time students are governed by the same rules and regulations that apply to regularly enrolled students.

## **STUDENTS**

## **Regulation 2330**

### **Attendance**

#### **Student Early Dismissal Procedures**

The following procedures apply:

1. The building principal or designee shall not excuse a student before the end of the school day without a request for early dismissal by the student's parent/guardian.
2. Requests shall be in writing. Telephone requests for early dismissal of a student shall be honored only if the caller can be positively identified as the student's parent/guardian.
3. Children of single-parent families will be released only upon the request of the custodial parent; i.e., the parent whom the court holds directly responsible for the child, and who is identified as such on the school record.

Additional precautions may be taken by the school administration, appropriate to the age of students, and as needs arise.

Parents/guardians have the obligation to advise and provide up-to-date documentation to the building principal regarding any change in the legal and/or physical custody of the student. The building principal, at all times, has the authority to investigate and confirm the custodial status of a parent/guardian if the principal has inadequate information or reason to suspect that false or incomplete information has been provided to the School District.

Students shall not be permitted to answer any personal phone calls, except those from the parent/guardian or other persons having legal custody of said pupils. Emergency messages will be delivered to the students.

## **STUDENTS**

## **Regulation 2340**

### **Attendance**

#### **Truancy and Educational Neglect Procedures**

1. Section 210.1 15.R.S.Mo. mandates certain professionals to report to the Division of Family Services when they have reasonable cause to suspect that a child is being subjected to home conditions which contribute to school nonattendance.

Along with other professionals mentioned, the law specifically mentions "teacher, principal or other school official" as well as "nurse" and "social worker."

2. School employees who suspect that a child is subject to educational neglect shall report this as soon as possible to the principal/designee.
3. The principal/designee shall review the report and confer with the parent/guardian to resolve the situation. When appropriate, a school counselor, social worker, or nurse may be instructed to offer appropriate social or health services which may be needed to intervene in the family circumstances.
4. If appropriate school intervention does not correct the student's truancy, and reasonable cause for educational neglect has been determined, the principal/designee shall call the Student Abuse Hotline of the Division of Family Services and report the alleged child educational neglect.
5. A report of this call shall be forwarded to the Superintendent or Central Office Student Services Administrator.

## **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.

## **STUDENTS**

## **Regulation 2410**

### **Student Educational Records**

### **Health Information Records**

Student health information includes information required by state law including but not limited to:

1. Mandated immunizations;
2. Health and physical assessment data;
3. Health screenings for vision, hearing, scoliosis or cholesterol;
4. Injury reports;
5. Incident reports of alcohol or drug use in school;
6. Health assessments and other evaluation reports related to eligibility for services under the IDEA and Section 504; and
7. Referrals for suspected child abuse.

Student health information may also include:

1. Records of student-initiated visits to the school health officer, including assessments, interventions and referrals;
2. Records of meetings between education and health professionals for planning or identifying assessment measures, recommended interventions and student outcomes;
3. Records for in-school medication, including original signed orders from a physician, written consent from parent/guardian to administer a drug, medication logs for both routine and as-needed medications;
4. Physicians' orders, correspondence, evaluation reports, copies of treatment records, institutional or agency records, discharge summaries from outside health care providers or hospitals that have been released by parents/guardians to assist in planning individualized school health care or programs;
5. Evaluation reports or specialized assessments such as neurological tests;
6. Individualized emergency care plans for students with special health care needs, including routine and emergency interventions and methods for evaluating student outcomes;
7. An Individualized Healthcare Plan or a student's Individualized Education Program (IEP) for students whose health conditions adversely affect their education;
8. Psychologists' or guidance counselors' records of psychological test results, student interviews and counseling, consultations with school staff or parents/guardians, and referrals and consultation with outside counselors, therapists, psychologists or psychiatrists, all of which might be considered "mental health" records;
9. School social workers' case histories, counseling notes and interviews, or their records of consultations with school staff, parents/guardians, outside counselors, therapists, psychologists or psychiatrists; and
10. Case notes, evaluations and interventions by other student services personnel.

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

Interviews with students, parents/guardians or staff members concerning student health information should take place in private offices. When student health information is discussed over the telephone, calls should be made from private offices, not in the presence of other students or staff members. Discussion or confidential information related to a specific student should end whenever a third party enters a room. Records containing student health information should never be left on top of a desk, nor should confidential health information be left as a message with a secretary, on voice mail or answering machines. When records are being typed, entered into a computer, copied or faxed, they should be protected from casual observers.

The District will comply with all state and federal law pertaining to the confidentiality of student health information.

## **STUDENTS**

## **Regulation 2520**

### **Student Academic Achievement**

#### **Promotion and Retention**

##### **Reading Level and Retention**

Students not reading at grade level or above at the end of the third grade year shall be given a reading assessment or set of assessments within forty-five (45) days of the end of the third grade year; the method(s) of assessments shall be determined by the District. The following students are exempt from the reading assessments:

1. Students who have an Individualized Education Program (IEP).
2. Students who are receiving special education services pursuant to Section 504 whose service plan includes an element addressing reading.
3. Students who have limited English proficiency.
4. Students who have insufficient cognitive ability to meet the reading requirements. However, a reading improvement plan shall be provided for these students.

Beginning with the 2002-2003 school year, students whose third grade reading is below second grade level shall be required to complete at least thirty (30) additional hours of reading instruction or practice outside the regular school day during the fourth grade. The District may also require the student to attend summer school for reading instruction as a condition of promotion to fourth grade. A student who does not attend the required summer school instruction in reading may be retained. DESE may, subject to appropriation, reimburse the extra costs incurred in providing the additional thirty (30) hours of reading instruction or practice.

Another reading assessment shall be given within forty-five (45) days of the end of the fourth grade year. If the reading is below the third grade level, the fourth grade student shall be required to attend summer school for a minimum of fifty four (54) hours of reading instruction and practice; a student who does not attend the required summer school instruction in reading may be retained. At the end of the summer school instruction, the student shall be given another reading assessment. If the student's reading remains below the third grade level, the District shall notify the student's parents/guardians, and the student shall not be promoted to the fifth grade. Mandatory retention shall only apply to fourth grade students whose reading remains below the third grade level. No student shall be denied promotion more than once solely for the inability to meet the reading standards.

The District shall provide reading improvement plans to all students who are not reading at grade level, and shall offer summer school reading instruction to any student with a reading improvement plan. Any student may be retained if he/she has not fulfilled required summer school attendance for reading instruction.

The permanent record of a student determined to be reading below the fifth grade level at the end of the sixth grade year shall carry a notation advising that such student has not met the minimal reading standards. The notation shall stay on the student's record until such time as the District determines that the student has met the District's minimal reading standards.

The District shall inform the parents/guardians of the methods and materials used to teach reading in kindergarten through eighth grade in terms understandable to a layperson; shall inform the parents/guardians of those students for whom a reading improvement plan is required; and upon request shall inform parents, patrons or the media the number and percentage of students receiving reading remediation.

Students who receive reading instruction outside of the normal school hours shall be counted for average daily attendance for state school aid.

### **Promotion and Retention Requirements**

1. Students will be promoted to the next grade level if they are meeting grade level expectations as identified by local and State Department of Education core subject objectives.
2. "Double promotions, " that is, acceleration beyond the normal grade placement, are approvable for students who are working at an academic level of more than a year above placement and are sufficiently mature, socially and emotionally, to work with students of the advanced grade. Parent/guardian, teachers and administrators must agree that it is in the best interest of the student under consideration.
3. A list of those students who are not meeting grade level objectives in reading, language arts or mathematics will be given to the building principal by the October, January and March reporting periods. With respect to any student who is reported as not meeting grade level objectives in reading, language arts or mathematics:
  - a. The teacher, principal and counselor will meet to review the student's academic record, current test scores and work samples.
  - b. The parent/guardian will be notified as soon after the review as possible that retention is being considered. A meeting with the parent/guardian will be scheduled.

The parent/guardian will be informed that the student is not meeting grade level objectives and will be retained in the same grade unless there is strong and positive improvement in the student's work.



- c. A follow-up conference for the parent/guardian will be scheduled with the principal or the principal's designee to review the student's progress.
  - d. An academic program to address the needs of the student will be implemented.
4. In recommending promotion or retention, these factors will be considered:
- a. Academic achievement in all subject areas, especially attainment of grade level objectives, as determined by tests, teacher assignment, and work samples.
  - b. Chronological age.
  - c. Study Habits.
  - d. Attendance.
  - e. Social and emotional maturity.
5. The decision for retention will be made by the principal and the classroom teacher and written notification of retention will be sent to the parent/guardian.

**Student Academic Achievement**

**Graduation Requirements**

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

1. **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**

<b>Specific Courses</b>	<b>Graduation Requirements</b>			
Language Arts	4 units			
Social Studies	3 units			
Mathematics	3 units			
Science	3 units			
Fine Arts	1 unit			
Practical Arts	1 unit			
Physical Education	1 unit			
Health	0.5 unit			
Personal Finance	0.5 unit			
Other Electives	11.5 units			
<b>Total to Graduate</b>	<b>28.5 units</b>			

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.

<b>Locations and Courses</b>	<b>Current Credit Awarded Per Year</b>	<b>Waiver of One (1) Unit of Academic Credit</b>
<b>Summit Tech. Acad.</b>		
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
<b>Herndon Career Ctr.</b>		
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
<b>_Metropolitan Comm. College</b>		
_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.

**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.

Grade	Grade Points Awarded		
	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:

<b>Specific Courses</b>	<b>Credit Requirements</b>
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
Electives Credits	Total elective credits will be determined based on the amount of credits needed to satisfy or exceed the graduation requirements outlined at their previous school.
<b>Total to Graduate</b>	<b>Total credits must be equivalent or higher than graduation requirements outlined at their previous school.</b>

\* 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 1<sup>st</sup> 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.

**Discipline****Misconduct and Disciplinary Consequences**

The discipline code set out in this regulation is intended to be illustrative but not an exclusive listing of acts of misconduct and the consequences for each. Misconduct which is not specifically listed in this regulation may be deemed to warrant discipline up to and including expulsion following provision of all due process procedures. In addition, the disciplinary consequence listed for each offense may be increased or decreased by the Administration or the Board of Education due to mitigating or aggravating circumstances.

Copies of this regulation or the student handbook which includes the code of student conduct and disciplinary consequences, as well as the District's corporal punishment policy will be provided to each student at the beginning of each school year. Copies of these documents will also be available for public inspection during normal business hours in the Superintendent's office.

**Expulsion of Students by the Board of Education**

(1) Expulsion prohibits any further attendance of a student in the schools of the District or at District activities. The Board of Education may expel a student for any of the reasons set forth in Policy 2663, for conduct which is prejudicial to good order and discipline in the schools or which tends to impair the morale or good conduct of the pupils.

- (a) The principal shall request consideration of an expulsion of a student in writing to the Superintendent of Schools or his designee.
- (b) The Superintendent, or his designee, shall hold an administrative hearing on the request for an expulsion of a student in accordance with the procedures outlined under Policy 2663 of the Policies of the Board of Education.
- (c) Following the administrative hearing, should the Superintendent concur with the principal's recommendation for expulsion, all facts, evidence, statements, and administrative recommendations shall be forwarded in writing to the Board of Education for a formal hearing as outlined in Section 167.161, RSMo.

**Following is a partial, but not all inclusive, list of rules which may lead to suspension or to expulsion.**

- (1) Violations of the Policies of the Board of Education and written school rules.
  - (a) Definition: Written school rules as distributed in handbooks, letters, and or materials by, or under the direction of, the principal.



- (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, or Board of Education and/or expulsion by the Board of Education.
  
- (2) Truancy
  - (a) Definition: Being absent for any reason other than those reasons established as acceptable by the principal. The principal retains the right to determine whether or not an absence is to be excused or unexcused.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, or Board of Education, and/or expulsion by the Board of Education.
  
- (3) Assault
  - (a) Definition: Knowingly causes physical injury to another person; with criminal negligence, causes physical injury to another person by means of a deadly weapon; recklessly engages in conduct which creates a grave risk of death or serious physical injury to another person.
  - (b) Consequence: Suspension by principal, Superintendent of Schools, Board of Education and/or expulsion by Board of Education. Assault on school property is a felony and will be reported to the local law enforcement agency.
  
- (4) Fighting
  - (a) Definition: Combat in which one or both parties have contributed to the conflict either verbally or by physical action.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, Board of Education, and/or expulsion by the Board of Education.
  
- (5) Weapons
  - (a) Definition: In any instance when a pupil is discovered to have on or about such pupil's person, or among such pupil's possession, or placed elsewhere on the school premises

any item that is ordinarily considered to be a weapon. Examples include, but not limited to, knives, firearms, guns, chains, and explosives.

- (b) Consequence: Suspension by the principal for ten days with a recommendation to the Superintendent of Schools for a suspension not to exceed 180 days and/or expulsion by Board of Education, with the exception of a firearm (as defined by United States Code) that will result in expulsion by the Board of Education for not less than one year. In addition, any student in possession of a firearm will be referred to the local law enforcement agency. The Superintendent of Schools may modify the expulsion requirement on a case-by-case basis to comply with the discipline of students with disabilities in accordance with the requirements of Part B of the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act.

(6) Verbal and Written Abuse to Staff

- (a) Definition: Disrespectful verbal or written language to a staff member.
- (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, or Board of Education, and/or expulsion by the Board of Education.

(7) Alcoholic Beverages, Narcotics, Illegal Drugs, Prohibited Substances, and Medication

- (a) Definition: Sale, and/or use, and in any instance when a pupil is discovered to have on or about such pupil's person or among such pupil's possessions, or placed elsewhere on the school premises of alcoholic beverages, narcotics, illegal drugs and/or prohibited substances, and drug paraphernalia, as defined in the Revised Statutes of Missouri (RSMo), Chapter 195, by any student while such student is upon school property, in attendance at a school function, whether off or upon school property, or while on school furnished transportation. Pupil possession of or being under the influence of alcoholic beverages and/or hallucinogenic drugs, or combination of drugs, or drug paraphernalia expressly prohibited by federal, state, or local laws, including prohibited substances which shall include those substances possessed, or distributed, and/or used that are held out to be, or represented to be controlled substances, illegal or controlled substances, as defined by Chapter 195 of the Revised Statutes of Missouri (RSMo), at any school functions, on or off school property, or on school furnished transportation.
- (b) Definition: Sale and or use, and in any instance when a pupil is discovered to have on or about such pupil's person, or among such pupil's possessions, or

placed elsewhere on the school premises, of medication, medicine or drugs, as defined in common medical or pharmaceutical dictionaries, either prescription or nonprescription, by any student while such student is upon school property, in attendance at a school function, whether off or upon school property, or while on school furnished transportation.

- (c) Definition: Sale and or use, and in any instance when a pupil is discovered to have on or about such pupil's person, or among such pupil's possessions, or placed elsewhere on the school premises, of any substance which when taken into the human body can impair the ability of the person to be productive in a school environment, is determined to be detrimental to the health and welfare of students, or is detrimental to discipline in school, including but not limited to, any unauthorized inhalants, over the counter drugs or herbal preparation, by an student while such student is upon school property, in attendance at a school function, whether off or upon school premises.
  - (d) Students may only be in possession of medication as detailed in Board Policy and Regulation 2870, Administering Medicines to Students.
  - (e) Consequence: Suspension by the principal for ten days with a recommendation to the Superintendent of Schools for a suspension not to exceed 180 days and/or expulsion by Board of Education. Distribution of a controlled substance within 2000 feet of a school is a felony and will be reported to the local law enforcement agency. Revocation and/or prevention of student parking permit may be imposed.
- (8) Extortion
- (a) Definition: Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from the student.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools and/or expulsion by Board of Education.
- (9) False Alarm
- (a) Definition: The reporting of false fire reports or alarms, bomb threats, or other action endangering the public safety of students and staff.

- (b) Consequence: Suspension by principal, Superintendent of Schools, Board of Education and/or expulsion by Board of Education. A false bomb threat is a felony and will be reported to the local law enforcement agency.
  
- (10) Theft
  - (a) Definition: Stealing or attempting to steal private or school property.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, Board of Education, and/or expulsion by the Board of Education. Acts of theft may be reported to the local law enforcement agency and restitution will be assigned.
  
- (11) Willful Damage or Vandalism to School, Staff or Student Property
  - (a) Definition: Willfully causing damage or attempting to cause damage to any property, real or personal belonging to the school, staff, or students.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, Board of Education and/or expulsion by the Board of Education. Institutional vandalism is a misdemeanor/felony and will be reported to the local law enforcement agency. Restitution will be assigned.
  
- (12) Careless Driving
  - (a) Definition: Driving carelessly on school property or without due caution so as to endanger person(s) or property.
  - (b) Consequence: Loss of parking privileges, suspension by principal, Superintendent of Schools, Board of Education and/or expulsion by Board of Education.
  
- (13) Use of Obscene Language/Gestures/Writings
  - (a) Definition: Use of words which describe sexual conduct and which, considered as a whole, appeal to prurient interest in sex, portraying sex in a manner offensive to community standards, and do not have a serious literary, artistic, political or scientific value. Unacceptable gestures toward students and/or staff.

- (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal, to suspension by the principal, Superintendent of Schools, Board of Education and/or expulsion by the Board of Education. Rev.6/28/2005
  
- (14) Use of Language that is Disparaging or Demeaning
  - (a) Definition: Words which are spoken solely to harass or injure other people, such as threats of violence or defamation of a person's race, religion, or ethnic origin.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, Board of Education, and/or expulsion by the Board of Education.
  
- (15) Use of Disruptive Speech or Conduct
  - (a) Definition: Conduct or speech, be it verbal, written, or symbolic, which materially and substantially disrupts classroom work, school activities, school functions, or simply talking in class when told not to do so.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, Board of Education and/or expulsion by the Board of Education.
  
- (16) Bus Misconduct
  - (a) Definition: Any offense committed by a student on a District-owned or contracted bus. Misconduct will be treated the same as school building misconduct.
  - (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, Board of Education, and/or expulsion by the Board of Education.
  
- (17) Tobacco
  - (a) Definition: Smoking, chewing, sniffing, possession, sale or use of tobacco materials by any student while such student is upon school property, in attendance at a school function, whether off or upon school property, or while on school

furnished transportation or any other use of tobacco materials.

- (b) Consequence: 1st offense – 3-5 day in-school suspension; 2nd offense – 1-5 days out of school suspension; 3rd offense – 5-10 days out of school suspension. All tobacco infractions committed by under age students will be reported to the local law enforcement agency.

(18) Arson

- (a) Definition: The act of deliberately burning or causing to be damaged by fire: school facilities, vehicles or other materials within school supervision.
- (b) Consequence: Suspension by the principal for ten days with a recommendation to the Superintendent of Schools for suspension not to exceed 180 days and/or expulsion by the Board of Education.

(19) Hazing/Harassment

- (a) Definition: As defined in the Independence Board of Education Regulation 2130.
- (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal, to suspension by the principal, Superintendent of Schools and/or expulsion by the Board of Education.

(20) Alcohol

- (a) Definition: Possession of or presence under the influence of alcohol regardless of whether the student is on school premises.
- (b) Consequence: May range from conference with parents or guardian, detention, in-school suspension, or other action at the discretion of the principal to suspension by the principal, Superintendent of Schools, and/or expulsion by the Board of Education.

(21) Bullying

- (a) Definition: Bullying is the intentional action by a student or group of students to inflict physical, emotional, or mental suffering on another individual or group of individuals.

Bullying occurs when a student:

- Communicates with another person by any means including telephone, writing, or via electronic communications, with the intent to intimidate or to inflict physical, emotional, or mental harm, or

- Physically contacts another person with the intent to intimidate or to inflict physical, emotional, or mental harm. Physical contact does not require physical touching, although touching may be included. Rev. 9/06

(b) Consequence: First offense may range from 1 to 10 days out of school suspension and subsequent offenses may range from up to 180 days out of school suspension and/or recommendation for expulsion. Rev. 9/06

(22) Sexual Activity

(a) Definition: Act of sex or simulated acts of sex including, but not limited to, intercourse or oral or manual stimulation on school property, in attendance at a school function, whether off or upon school property, or while on school provided transportation.

(b) Consequence: Principal/Student Conference, detention, in-school suspension, or 1-180 days out-of-school suspension.

(23) Miscellaneous Offenses

Disciplinary action may be taken for items included, but not limited to, the following list:

- (a) failure to follow directions/insubordination
- (b) academic dishonesty
- (c) violence and/or violent behavior
- (d) indecent exposure
- (e) show of force
- (f) persistent opposition to school authority
- (g) possession of pornographic materials
- (h) gambling
- (i) failure to make academic progress.
- (j) inappropriate use of (the Internet) technology

(24) The Board of Education, after notice to parents or others having custodial care and a hearing upon the matter, may suspend a student upon a finding that the student has been charged, convicted, or plead guilty in a court of general jurisdiction for the commission of a felony criminal violation of state or federal law. At a hearing, the Board shall consider statements that the parties present. The Board may provide for the procedure and conduct of such hearings.

**Applicability of Regulation to Students with Disabilities**

If the student who is determined to be in violation of this Regulation is a student with a disability under the Individuals with Disabilities Education Act, the District will assign the student to an alternative education placement for a period of up to forty-five (45) days and/or take other steps to address the student's misconduct, as permitted by law.

**REV. 6/11**



## **STUDENTS**

## **Regulation 2620**

### **Discipline**

#### **Firearms and Weapons in School**

##### **Definition of Firearm**

The term *firearm* includes, but is not limited to, such items as:

1. Any item which is a loaded or unloaded weapon, weapon frame, or weapon barrel and which is designed to, or may be readily converted to, expel a projectile by action of an explosive, or
2. Any item which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has a barrel with a bore of at least one-half inch in diameter, or
3. Any explosive, incendiary, or poison gas, such as: bombs; grenades; rockets with a propellant charge of greater than four ounces; and other similar devices as recognized under federal law, or
4. Any combination of parts either designed to or intended for use in converting any device into a device as described in paragraphs above.

##### **Definition of Weapons**

The term *weapon* shall mean a "firearm" as defined above, and shall also include the items listed below, which are defined as "weapons" in section 571.010, RSMo.

1. Blackjack
2. Concealable firearm
3. Explosive weapon
4. Firearm
5. Firearm silencer
6. Gas gun
7. Knife
8. Machine gun
9. Knuckles
10. Projectile weapon
11. Rifle
12. Shotgun
13. Spring gun
14. Switchblade knife

Other weapons:

1. Mace spray
2. Any knife, regardless of blade length (optional)
3. Items customarily used, or which can be used, to inflict injury upon another person or property.

### **Students Who Bring Firearms or Weapons to School**

The District will take the following action upon determining that a student has brought a firearm or weapon to school:

1. The District will refer the student to the appropriate criminal justice or juvenile delinquency system, and
2. The District will suspend the student from school for a period of not less than one year (365 days) from the date of the infraction, and may, at its discretion, expel the student from school permanently. This suspension provision may be modified on a case-by-case basis upon recommendation of the District Superintendent if the Superintendent determines that circumstances justify such a modification.
3. The District may, at its discretion, provide a student suspended under this Regulation with educational services in an alternative setting.

### **Applicability of Regulation to Students with Disabilities**

If the student with a disability under the Individuals with Disabilities Education Act carries or possesses a weapon, as defined by 18 U.S.C.ss 930(g)(2), to or at school premises, or to or at a school function under the District's authority, school administrators may remove that student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability. If a school administrator removes a student with an IDEA disability to an interim alternative educational placement, the District must convene the student's multidisciplinary and/or IEP team to conduct a manifestation determination within the statutory time frame and the student's IEP team must determine the interim alternative educational placement and the services that the student will be provided in order to receive a free appropriate public education and access to the general curriculum.

## **STUDENTS**

## **Regulation 2653**

### **Discipline**

#### **Student Participation in Secret Organizations and Gangs**

The principal will establish procedures and regulations to ensure that any student wearing, carrying or displaying gang paraphernalia; exhibiting behavior or gestures which symbolize gang membership; or causing and/or participating in activities which intimidate or affect the attendance of another student, shall be subject to disciplinary action.

No student on or about school property or at any school activity:

1. Shall wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, badge, symbol, sign, or other things which are evidence of membership or affiliation in any gang.
2. Shall commit any act or omission or use any speech either verbal or non-verbal (gestures, hand-shakes, etc.) showing membership or affiliation in a gang.
3. Shall use any speech or commit any act or omission in furtherance of the interests of any gang or gang activity, including but not limited to:
  - a. Soliciting others for membership in any gangs.
  - b. Requesting any person to pay protection or otherwise intimidating or threatening any person.
  - c. Committing any other illegal act or other violation of school District policies.
  - d. Inciting other students to act with physical violence upon any other person.

Consequences for such actions and/or behaviors may result in suspension or expulsion.

To further discourage the influence of gangs, District administrators shall:

1. Ensure that all students have access to adult mentors.
2. Work closely with the local law enforcement authorities and county juvenile officers who work with students and parents/guardians involved in gang activity.
3. Provide classroom or after-school programs designed to enhance individual self-esteem and foster interest in a variety of wholesome activities.

## **STUDENTS**

## **Regulation 2660**

### **Discipline**

### **Detention**

Certificated staff members may detain students after normal school hours for a reasonable time provided the following conditions are observed:

1. Students must have an opportunity to make arrangements for transportation home. Therefore, the detention may take place on any day after the day of notification to detain.
2. The detention may be for disciplinary or academic reasons.
3. The names of all students detained must be reported to the building principal.
4. All students detained must be supervised by a certificated staff member.

## **STUDENTS**

## **Regulation 2662** **(Form 2662)**

### **Discipline**

#### **Suspension**

Students are expected to conduct themselves in accordance with Board Policy 2600. Failure to do so may result in a student's suspension or expulsion from school.

A building principal may suspend a student for a period not to exceed ten (10) consecutive school days. Any suspension shall be reported immediately, in writing, to the student and the student's parent/guardian or others having custodial care of the student. A copy will be forwarded to the Superintendent. The Superintendent may revoke or reduce the suspension if the Superintendent concludes that circumstances warrant such action.

When a student is suspended, the principal/designee shall attempt to reach the student's parent/guardian to inform them of the school's action and to request that they pick up their child. If the parent/guardian is unable to pick up their child, the principal/designee may ask the parent/guardian for permission to send the student home. If the parent/guardian cannot be reached or if the above request is refused, the student must remain on school property until the close of the school day.

If the principal decides that a suspension in excess of ten (10) consecutive school days is warranted, the principal may petition the Superintendent for such suspension.

The Superintendent of Schools may suspend a student for a period not to exceed 180 consecutive school days.

No student shall be suspended by a principal or by the Superintendent unless:

1. The student shall be informed, orally or in writing, of the charge against him/her, and
2. If the student denies the charge, he/she shall be given an oral or written explanation of the facts which form the basis of the proposed suspension, and
3. The student shall be given an opportunity to present his/her version of the incident to the principal or Superintendent.

A student who is on suspension may not be within 1,000 feet of any school property unless he/she lives within 1,000 feet of the school, has a parent with him/her, or has been requested by the administration to attend a meeting at the school, or any activity of the District, regardless of whether or not the activity takes place on school property, unless the Superintendent/designee has authorized the student to be on school property. This restriction does not apply to suspended students enrolled and attending an alternative school which is within 1,000 feet of a District school.

If a suspension is ordered by the Superintendent for more than ten (10) consecutive school days, the Superintendent's order may be appealed to the Board of Education if written notice of appeal is delivered to the office of the Board of Education within five (5) days of receipt of the Superintendent's suspension letter. If such suspension is appealed, the Superintendent shall promptly provide the Board with a report of the facts involved in the suspension, the action taken by the Superintendent, and the reasons for the Superintendent's decision.

In such event, the suspension shall be stayed until the Board renders its decision, unless in the judgment of the Superintendent the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, in which case the student may be immediately removed from school, and the notice and hearing shall follow as soon as practicable.

Any appeal to the Board of Education of the Superintendent's decision to suspend a student for more than ten (10) consecutive school days may be heard and determined by the full Board or by a quorum thereof, or by a committee of three Board members appointed by the President of the Board. Such committee shall have full authority to act in lieu of the Board.

Students will be readmitted or enrolled after expiration of their suspension from the District or from any other district only after a conference has been held to consider prior misconduct and remedial steps necessary to minimize future acts of similar misconduct. (See Policy and Regulation 2664 – Enrollment or Return Following Suspension and/or Expulsion.) Participants in such pre-admission conferences will include:

1. Any teacher directly involved in the suspension offense.
2. The student.
3. The parent/guardian.
4. The representative of any agency having legal jurisdiction, care, custody, or control of the student.
5. District staff members designated by the Superintendent/designee.

**Note: For suspensions involving disabled students under Section 504 or the IDEA, see also Policy and Regulation 2672.**

## **STUDENTS**

## **Regulation 2663** **(Form 2663)**

### **Discipline**

### **Expulsion**

Unless a parent, custodian or the student, if at least eighteen years of age, waives in writing any right to a hearing before the board of education as provided under RSMo 167.161(1), no student may be permanently expelled from school without a prior hearing before the full Board or, at least, a quorum of the Board. Such a hearing shall generally be considered a contested case pursuant to Chapter 536 of the Missouri Administrative Procedures Act and therefore not subject to *de novo* review. A decision to expel a student requires the vote of a majority of those Board members present.

Due process for expulsion of students shall include the following:

1. Board action shall begin with a written notification of the charges against the student, which shall be delivered by certified mail to the student, his/her parent/guardian, or others having his/her custodial care. Such notification will include charges, contemplated action, and time and place of a hearing on such charges and that the student, parent/guardian, or others having custodial care shall have the right to attend the hearing and to be represented by counsel.
2. The hearing will be closed. At said hearing, the Board of Education or counsel shall present the charges, testimony, and evidence deemed necessary to support the charges. The Board will expect the principal in each case to be present and make oral and written reports and statements concerning the student's misconduct. The student, parent/guardian or others having custodial care, or counsel, shall have the right to cross-examine witnesses presented in behalf of the charges and to present testimony in defense thereagainst.
3. At the conclusion of the hearing or in an adjourned meeting, the Board of Education shall render its decision to dismiss the charges, suspend the student for a specified time, or expel the student from the schools of the District. Prompt written notice of the decision shall be given to the student, parent/guardian or others having custodial care, and counsel, if applicable.

## **STUDENTS**

## **Regulation 2664**

### **Discipline**

#### **Enrollment or Return Following Suspension and/or Expulsion**

##### **Conference Required**

The conference shall include the appropriate school officials, including (1) any teacher employed in the District or directly involved with the conduct that resulted in the suspension or expulsion, (2) the student, (3) the parent/guardian of the pupil, and (4) any agency having legal jurisdiction, care, custody or control of the student.

The District shall notify in writing the parent/guardian and all other parties of the time, place, and agenda of any such conference. However, failure of any party to attend this conference shall not preclude holding the conference.

Notwithstanding any provision of this regulation to the contrary, no student shall be readmitted or enrolled in a regular program of instruction if:

1. The student has been convicted of one of the offenses listed below.
2. The student has been charged with one of the offenses and there has been no final judgment.
3. A juvenile petition has been filed alleging that the student committed an act, which if committed by an adult, would be one of the offenses listed below, and there has been no final judgment; or
4. The student has been adjudicated to have committed an act, which if committed by an adult, would be one of the offenses listed below.

##### **Offenses to Which this Policy Applies**

1. First degree murder under Mo. Rev. Stat. § 565.020
2. Second degree murder under Mo. Rev. Stat. § 565.021
3. First degree assault under Mo. Rev. Stat. § 565.050
4. Forcible rape under Mo. Rev. Stat. § 566.030
5. Forcible sodomy under Mo. Rev. Stat. § 566.060
6. Robbery in the first degree under Mo. Rev. Stat. § 569.020



7. Distribution of drugs to a minor under Mo. Rev. Stat. § 195.212
8. Arson in the first degree under Mo. Rev. Stat. § 569.040
9. Kidnapping, when classified as a Class A felony under Mo. Rev. Stat. § 565.110
10. Statutory rape under Mo. Rev. Stat. § 566.032
11. Statutory sodomy under Mo. Rev. Stat. § 566.062

Nothing in this regulation shall be construed to prevent the District from imposing discipline under the Student Code of Conduct for conduct underlying the above-listed offenses, even if the adult charge or juvenile petition has been dismissed, or the student has been acquitted or adjudicated not to have committed such acts in a criminal or juvenile court - if by a preponderance of the evidence, it can be established that the student engaged in the underlying conduct. The District may enroll a student, otherwise excluded under this regulation, in an alternative education program if the District determines that such enrollment is appropriate.

This policy shall not apply to a student with a disability, as identified under state eligibility criteria, who is convicted or adjudicated guilty as a result of an action related to the student's disability.

Students denied enrollment because of conviction of one of the acts set out in this regulation or due to an existing suspension or expulsion from another school district will be advised of the reasons for denial of enrollment and will be given an opportunity to respond to those reasons.

### **Suspension or Expulsion from Other Schools**

Prior to enrollment, a student who is under suspension or expulsion from any other in-state or out-of-state public or private school and who is seeking admission will be evaluated by the Superintendent or Superintendent's designee. However, upon request, the Superintendent/designee will confer with the pupil, parent/guardian or person acting as parent of a special education student to consider imposition of the other school's suspension or expulsion. If the Superintendent/designee determines that such conduct would have resulted in a suspension or expulsion had the conduct been committed in District schools, the suspension or expulsion will be implemented.

## **STUDENTS**

**Regulation 2671**  
**(Form 2671)**

### **Discipline**

#### **Student Discipline Hearings**

#### **Rules of Procedure in Hearings Before the Board of Education on Suspension and Expulsion Matters**

1. Students or students' parents/guardians may request a hearing before the Board to contest any suspension in excess of ten (10) school days. The request will be addressed to the Superintendent who will review all matters concerning the suspension.
2. No student may be expelled until this matter is reviewed in a hearing before the Board of Education.
3. The parent/guardian may represent their student or may retain an attorney to act as a representative in the defense of the student. The representative will have the right to present witnesses, question any and all witnesses as herein provided, and make a statement and offer exhibits on the nature of the evidence and disposition of the case. If the parent/guardian elects to have the student represented by an attorney at the hearing, the parent/guardian shall notify the Superintendent of such representation at least twenty-four hours prior to the scheduled time of the hearing.
4. Prior to the hearing, the parties, or their attorneys, may examine at the Board Office the discipline report and all related records.
5. Upon the request of any party, the Superintendent shall submit for review at the hearing the student's behavioral and academic record. If necessary, the information contained in such record may be explained and interpreted by a person trained in its use and interpretation. All parties shall be instructed to respect the confidentiality of all such records and information.
6. At the hearing, the Board may consider a student's record of past disciplinary actions, criminal court records, juvenile court records, and any actions of the student which would be criminal offenses.
7. The parties may present their version as to the charges and make such showing by way of affidavits, exhibits, and witnesses as they may desire (before testifying, witnesses shall be sworn).

8. The President of the Board of Education, or the Chairman of the designated committee of the Board, shall have full charge of the hearing and shall have the authority to direct its proceedings and to control the conduct of all persons present in accordance herewith. Such authority shall include the limitation of questioning that is unproductive, lengthy, or irrelevant. The Board may invoke reasonable limitations on the number of witnesses.
9. The hearing shall not be open to the public unless requested by the student's parent/guardian or those having his/her custodial care, provided, however, that, if the hearing is open to the public, the Board may set reasonable limitations on the number of people present based upon available space and need for orderly proceedings.

The Board shall also have the right to exclude the public or any person or persons if it shall determine that the hearings are being disrupted by any person or group of persons.

Unless public, as herein above provided, hearings may be attended only by members of the Board of Education, the Superintendent of Schools, the School Board attorney, the principal, the student, the parent/guardian and their representatives. Witnesses may be present only when giving information at the hearing. With parent/guardian permission, the student may be excluded at times when the student's psychological or emotional problems are being discussed.

10. A record shall be made of any information presented at the hearing. Statements and other written matter presented shall be kept on file by the District.
11. As soon as practicable after the hearing, the Board shall make its decision and transmit the same in writing to the parties and the Superintendent.

The Board or its committee shall decide by majority vote whether the student has engaged in the misconduct charged by District administrators. The decision must be based solely on the evidence presented at the hearing and must include findings of fact on which the decision rests.

## **STUDENTS**

## **Regulation 2672**

### **Discipline**

#### **Discipline of Students with Disabilities**

##### **Removal from Current Educational Placement for Not More Than Ten Consecutive School Days; Not More Than Ten Cumulative Days Removal for the Current School Year**

Any student with a disability who violates the District's discipline policy who has not been removed from their current educational placement for more than ten (10) cumulative days for the current school year may be disciplined in the same manner as other students, provided that any discipline will not result in removal from the student's current educational placement for more than ten (10) cumulative days for the current school year or for more than ten (10) consecutive school days.

Services will not be provided to the student when the total number of days the students has been removed from the current educational placement is not more than ten (10) days, unless services are provided to children without disabilities who have been similarly removed.

##### **Removal from Current Educational Placement for More than Ten Cumulative School Days**

Any student with a disability who violates the District's discipline policy who has been removed from the current educational placement for more than ten (10) cumulative days in the current school year may be disciplined for not more than ten (10) consecutive school days in the same manner as other students, if the pattern of short term suspensions totaling more than ten (10) cumulative days does not constitute a pattern of suspension.

On the eleventh day of removal in a school year, the District will provide educational services. If the cumulative removals do not constitute a pattern of suspension, the services to be provided will be determined by school personnel in consultation with the student's special education teacher.

A series of removals from the current educational placement for more than ten (10) days may amount to a pattern of suspension that constitutes a change of placement. If a student with a disability has been removed for more than ten (10) cumulative school days and the removals constitute a pattern of suspension, or if a school administrator determines that a removal for more than ten (10) consecutive school days is being considered, on the date a determination is made as to whether the behavior is a manifestation of the student's disability, the parents will be notified of the determination and provided a copy of the IDEA procedural safeguards.

Not later than ten (10) business days after commencing a cumulative removal that constitutes a pattern of suspension or when considering a removal of greater than ten (10) consecutive school days, the District will convene an IEP meeting to develop a functional

behavioral assessment plan if one has not previously been conducted. After completing the assessment, an IEP meeting will be held to develop a behavioral intervention plan if appropriate and necessary. If a behavior plan already has been developed, the IEP team will meet to review the plan and its implementation. The plan and its implementation will be modified as necessary.

In addition, not later than ten (10) days after the date of the decision to remove a student for more than ten (10) cumulative days constituting a pattern of suspension, the IEP team and other qualified personnel will meet to review the relationship between the student's disability and the behavior subject to disciplinary action.

If a determination is made that the student's behavior was a manifestation of the student's disability, the student will not be removed for more than ten (10) consecutive or cumulative days for that disciplinary incident. The IEP team will conduct a functional behavior assessment, or, if a functional behavior assessment has already been developed, review and modify the behavioral intervention plan if necessary.

### **Long-Term Changes in Placement (Drugs, Weapons, and Serious Injury)**

In addition to any other actions consistent with this regulation, District administrators may assign a student to an interim alternative educational setting for a period of time not to exceed forty-five (45) calendar days, when a student with a disability is involved in a disciplinary action involving:

1. Possession of a weapon at school or at a school function; or
2. Possession or use of illegal drugs or sale or solicitation for sale of a controlled substance while at school or at a school function; or
3. A serious bodily injury.

On the date a decision to make such a removal is made, the parents/guardians will be notified of the decision and provided a copy of the IDEA procedural safeguards.

Not later than ten (10) business days after commencing such a removal, the District will convene an IEP meeting to develop a functional behavioral assessment plan if one has not been previously conducted. After completing the assessment, an IEP meeting will be held to develop a behavioral intervention plan if appropriate and necessary. If a behavior plan already has been developed, the IEP team will meet to review the plan and its implementation. The plan and its implementation will be modified as needed.

Not later than ten (10) days after the date of the decision to place a student in an interim alternative educational setting, the IEP team and other qualified personnel will meet to review the

relationship between the student's disability and the behavior subject to the disciplinary action and to determine the interim alternative educational placement.

The IEP team will decide on an interim alternative educational setting that will allow the student to continue to progress in the general curriculum, to receive the services and modifications that will enable the child to meet the goals set out in the student's IEP, and to receive services and modifications to attempt to prevent the student's behavior from recurring.

### **IDEA Disabled Students**

Students who are disabled pursuant to the IDEA will be disciplined pursuant to the IDEA as amended and its implementing regulations, as well as applicable state statutes and the Missouri State Plan for Special Education Regulations Implementing Part B of the IDEA.

### **Section 504 Disabled Students**

The following procedures apply to students who are disabled pursuant to Section 504 of the Rehabilitation Act alone (students who are not disabled pursuant to the IDEA). In general, most 504 students should be expected to follow the District's disciplinary policies, rules, regulations and procedures and this should be noted on the 504 Plan. When determining a student's 504 eligibility, the multidisciplinary team should consider whether the impairment that is substantially limiting has a direct impact on a student's behavior and, if so, the team may consider conducting a functional behavioral assessment as part of the student's evaluation. If the team concludes that the impairment has a direct and substantial relationship to the student's behavior, the team should address the behavior through the 504 Plan and should consider whether a behavior plan is necessary for the student to have an equal opportunity to participate.

Under Section 504, a disciplinary removal from a student's placement for more than 10 consecutive school days, or 10 cumulative school days where there is a pattern of suspension, constitutes a change of placement and requires certain procedures be followed. When a student is suspended, out of school, for more than 10 consecutive school days or when a student's short term removals (10 days or less) constitute a pattern of suspension (because the series of removals totals more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of additional factors such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another) the District will, prior to the 11<sup>th</sup> day of the disciplinary removal constituting a change in placement, convene a multidisciplinary team to determine if the student's act of misconduct is related to his or her disability. The multidisciplinary team will apply the IDEA manifestation standard that is in place at that time. Prior to, or as part of the manifestation determination, the team will conduct a reevaluation pursuant to Section 504. Such reevaluation may consist of a review of existing data alone or in

conjunction with formal assessments. The parents will be invited to attend but are not required participants.

If the team concludes that the student's misconduct is related to his or her disability, the student can be suspended for up through 10 consecutive school days with no educational services provided or for any amount of cumulative school days, so long as a pattern of suspension is not created. If deemed necessary, the team may need to convene to determine if a change of educational placement may be needed, if additional accommodations are necessary, or if the student should be referred under the IDEA.

If the team concludes that the student's misconduct is unrelated to his or her disability, the student will be treated the same as nondisabled students and may be suspended or expelled according to District policy and the Student Code of Conduct. District administrators will determine the appropriate discipline including, but not limited to, a long-term suspension or expulsion. During the period of disciplinary removal, the District will not provide any educational services to the student unless it provides such services to its nondisabled students in similar circumstances.

A student is not considered to be disabled under Section 504 if he or she is currently engaged in the illegal use of drugs when the District is acting on the basis of that use. Therefore, when a 504 student is being disciplined for the current illegal use of a controlled substances (including alcohol), that student will lose his or her 504 protection and will be disciplined as if he or she was a regular education student. No manifestation determination will be held.

### **Definitions**

*Illegal Drug* means a controlled substance not including drugs legally used or possessed under the supervision of a health care professional.

*Weapon* means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

*Controlled substance* means a drug or other substance identified under schedules I, II, III, IV or V in 21 U.S.C. § 812 (c).

## **STUDENTS**

## **Regulation 2673** **(Form 2673)**

### **Discipline**

#### **Reporting of Violent Behavior**

All school employees are required to notify their immediate supervisor if they have reason to believe that a student or District employee has committed any of the offenses set out below, has physically or sexually abused any District student, or has possessed a controlled substance or weapon in violation of District policy. The principal will immediately report to the appropriate law enforcement agency and to the Superintendent/designee any instance where a student is found to be in possession, on their person or in their possession, of any weapon defined in Regulation 2620 or of controlled substances, or is found to have placed such substances elsewhere on school premises. For purposes of this regulation, "school premises" shall be defined to include school property, school playgrounds, school parking lots, school buses, or at school activities whether on or off school property.

#### **Reportable Offenses**

1. First degree murder under section 565.020
  2. Second degree murder under section 565.021
  3. Kidnapping under section 565.110 as it existed prior to January 1, 207, or kidnapping in the first degree under section 565.110
  4. First degree assault under section 565.050
  5. Rape in the first degree under section 566.030
  6. Sodomy in the first degree under section 566.060
  7. Burglary in the first degree under section 569.160
  8. Burglary in the second degree under section 569.170
  9. Robbery in the first degree under section 569.020 as it existed prior to January 1, 207, or robbery in the first degree under section 570.023
  10. Distribution of drugs under section 195.211 as it existed prior to January 1, 2017, or manufacture of a controlled substance under section 579.055
- Distribution of drugs to a minor under section 195.212 as it existed prior to January 1, 2017, or delivery of a controlled substance under section 579.020



12. Arson in the first degree under section 569.040
13. Voluntary manslaughter under section 565.023
14. Involuntary manslaughter under section 565.024 as it existed prior to January 1, 2017, involuntary manslaughter in the first degree under section 565.024, or involuntary manslaughter in the second degree under section 565.027
15. Second degree assault under section 565.060 as it existed prior to January 1, 2017, or second degree assault under section 565.052
16. Assault (except as provided in the Agreement contained in Form 2673)
17. Rape in the second degree under section 566.031
18. Felonious restraint under section 565.120 as it existed prior to January 1, 2017, or kidnapping in the second degree under section 565.120
19. Property damage in the first degree under section 569.100
20. Possession of a weapon under chapter 571
21. Child molestation in the first degree pursuant to section 566.067 as it existed prior to January 1, 2017, or child molestation in the first, second, or third degree pursuant to section 566.067, 566.068, 566.069
22. Sodomy in the second degree pursuant to section 566.061
23. Sexual misconduct involving a child pursuant to section 566.083
24. Sexual abuse in the first degree pursuant to section 566.100
25. Harassment under section 565.090 as it existed prior to January 1, 2017, or harassment in the first degree under section 565.090
26. Stalking under section 565.225 as it existed prior to January 1, 2017, or stalking in the first degree under section 565.225

Teachers and other authorized personnel who report violent acts or threats of violent acts to their supervisors in compliance with state law and in conformity with District policies have civil

immunity. Teachers and other authorized personnel who act in conformity with the District's discipline policies and regulations also have civil immunity.

**Records of Serious Violations**

The Superintendent/designee will prepare and maintain records of serious violations of the District's discipline policy. Individual student records are available to school employees who are directly responsible for the student's education or who interact with the student in the performance of the employee's duties. In addition, such discipline records will be made available within five (5) days to any requesting school district where the student seeks to enroll.

The District will report, in compliance with state regulations, the number, duration of and reasons for expulsions and suspensions of more than ten (10) days. The Superintendent will also notify the appropriate division of the Juvenile court of the suspension for more than ten (10) days of any student under court jurisdiction.

**Rev. 5/2018**

**Student Welfare****Reporting Student Abuse****Procedure for Reporting Abuse and Neglect**

1. If notice of alleged child abuse or neglect is received, a report will be made to the Children's Division by telephoning the Abuse Hotline at 1-800-392-3738. The call will be logged with the date, time, and nature of the report., if the Children's Division declines to accept the report, the name of the CD representative; the date and report made must be documented.
2. When Children's Division (CD) representatives interview students on District property, a school staff member will be present. Children's Division representatives may not meet with a child at any school or childcare facility where abuse of the child is alleged to have occurred.
3. When Children's Division receives a report of suspected abuse involving a school employee, other than reports made under subsection (1), the Children's Division is required to notify the Superintendent. If the alleged perpetrator is the Superintendent, Children's Division will notify the Board President. However, if the report relates to spanking or the use of reasonable force to protect persons or property pursuant to Board policy, a report will be made to county law enforcement officials. The investigation into such report will be made by a law enforcement official in the county.
4. When the District and student involved request mediation of the child abuse situation in a school setting, the matter will be referred to the Office of Child Advocate.

## **STUDENTS**

## **Regulation 2750**

### **Student Welfare**

#### **Wellness**

This regulation outlines the District's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

1. Students in the District have access to healthy foods throughout the school day, both through reimbursable school meals and other foods available for sale throughout the school campus, in accordance with Federal and state nutrition standards.
2. Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
3. Students have opportunities to be physically active before, during, and after school.
4. Schools engage in nutrition and physical activity promotion and other activities that promote student wellness.
5. School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
6. The community is encouraged to support the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits.
7. The District establishes and maintains an infrastructure for management, oversight, implementation, and communication about and monitoring of the policy and its established goals and objectives.

This policy applies to all District students, staff, and schools. Specific measureable goals and outcomes are identified within each section below.

### **I. School Wellness Committee**

#### **Committee Role and Membership**

A district-wide Wellness Committee ("Committee") will be established and will meet at least (2) two times per year. Any existing School Health Advisory Council will serve as the nucleus for the Committee. The Committee will include members from all school levels as specified by law. Responsibility of the Committee may include, but not be limited to, oversight of the following:

1. Implementation of district nutrition and physical activity standards.
2. Integration of nutrition and physical activity in the overall curriculum.
3. Assurance that students receive nutrition education and engage in vigorous physical activity.

Committee membership may include, but not be limited to, parents, caregivers, students, members of the school retention program, physical education teachers, health education teachers, school health professionals, counselors, social workers, psychiatrists, school administrators, board members, health professionals, and District citizens.

## **II. Leadership**

The Superintendent and/or designee(s) will convene the Committee and facilitate development of and updates to the wellness policy and will ensure each school's compliance with the policy. The designated official for oversight is the Superintendent and/or designee(s).

The titles of these individuals are:

Wellness Coordinator	Chairperson
Deputy Superintendent of Operations	Member
Nutrition Services Director	Member
Health Services Director	Member

Each school will designate a school wellness policy coordinator who will ensure compliance with the policy.

## **III. Wellness Policy Monitoring, Accountability, and Community Engagement**

### **A. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at the District's Administrative Offices. Documentation maintained in this location will include, but will not be limited to:

1. The written wellness policy;
2. Documentation demonstrating that the policy has been made available to the public;
3. Documentation of efforts to review and update the District's Wellness Policy including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the Committee;
4. Documentation to demonstrate compliance with the annual public notification requirements;
5. The most recent assessment of the implementation of the District's wellness policy;
6. Documentation demonstrating the most recent assessment of the implementation of the District's Wellness Policy has been made available to the public.

**B. Annual Notification of Policy**

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. Accordingly, the District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy, and implementation status. The District will use these mechanisms to inform the community about the availability of the annual and triennial reports.

The District will make this information available via the district website and/or district-wide communications. Annually, the District will also publicize the name and contact information of the District officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

**C. Triennial Progress Assessments**

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

1. The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
2. The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
3. A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is the District's Superintendent and/or designee(s).

The Committee, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

**D. Revisions and Updating the Policy**

The Committee will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

**IV. Nutrition**

**A. School Meals**

The District is committed to serving healthy meals to children that includes fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans-fat* per serving (nutrition label or manufacturer's specification); and that meets within reason the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

District schools are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

1. Are accessible to all students;
2. Are appealing and attractive to children;
3. Are served in clean and pleasant settings;
4. Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations.
5. Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
  - a. Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
  - b. Sliced or cut fruit is available daily.
  - c. Daily fruit options are displayed in a location in the line of sight and reach of students.
  - d. All available vegetable options have been given creative or descriptive names.
  - e. Daily vegetable options are bundled into all grab-and-go meals available to students.
  - f. All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - g. White milk is placed in front of other beverages in all coolers.
  - h. Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - i. A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
  - j. Student surveys and taste testing opportunities are used to inform menu development, dining space décor, and promotional ideas.
  - k. Student artwork is displayed in the service and/or dining areas.
  - l. Daily announcements are used to promote and market menu options.

## **B. Competitive Foods and Beverages**

The District is committed to providing foods and beverages to students on the school campus during the school day to support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

## **C. Celebrations and Rewards**

Foods offered on the school campus but are not for sale, such as foods for celebrations, parties, and incentives, are not required to meet the USDA Smart Snacks in School nutrition standards. However, the District will take the following measure to encourage that such foods promote student health.

1. *Celebrations and parties.* The District will provide a list of healthy party ideas to parents and teachers including non-food celebration ideas. Healthy party ideas are available from the Alliance for a Healthier Generation and from the USDA.
2. *Classroom snacks brought by parents.* The District will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. *Rewards and incentives.* The District will encourage teachers and other relevant school staff to use nonfood rewards.

The District will promote healthy food and beverage choices for all students throughout the school campus as well as encourage participation in school meal programs. This promotion will occur through at least:

1. Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques; and
2. Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards.

## **D. Nutrition Education**

The District will teach, model, encourage, and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

1. Is designed to provide students with the knowledge and skills necessary to promote and protect their health;



2. Is part of health education classes;
3. Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
4. Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
5. Teaches media literacy with an emphasis on food and beverage marketing; and
6. Has available nutrition education training for teachers and other staff.

#### **E. Food and Beverage Marketing in Schools**

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product.

As the District/School Nutrition Services/Athletics Department, PTA/PTO reviews existing contracts and considers new contracts, equipment, and product purchasing (and replacement), decisions should reflect the applicable marketing guidelines established by the District wellness policy.

#### **V. Physical Activity**

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during, and after school; staff involvement; and family and community engagement. The District is committed to providing these opportunities.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active.

##### **A. Physical Education**

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits as well as incorporate essential health education concepts. The curriculum will support the essential components of physical education.

**B. Health Education/Physical Activity Classes**

Health education/physical activity classes will be required in all elementary grades and the District will require middle and high school students to take and pass at least one health education course.

**C. Recess (Elementary)**

All elementary schools will offer at least 20 minutes of recess on all days during the school year.

Outdoor recess will be offered when weather is feasible for outdoor play.

In the event that the school or District must conduct indoor recess, teachers and staff will follow the indoor recess guidelines that promote physical activity for students to the extent practicable.

Recess will complement, not substitute for physical education class. Recess monitors or teachers will encourage students to be active and will serve as role models by being physically active alongside the students whenever feasible.

**D. Classroom Physical Activity Breaks (Elementary and Secondary)**

The District recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. The District encourages teachers to provide short (3-5-minute) physical activity breaks to students during and between classroom times at least three days per week. These physical activity breaks will complement, not substitute for physical education class, recess, and class transition periods.

The District will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through USDA and the Alliance for a Healthier Generation.

**E. Active Academics**

Teachers will serve as role models by being physically active alongside the students whenever feasible.

**F. Before and After School Activities**

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District will encourage students to be physically active before and after school.

### **G. Active Transport**

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by:

1. Using crossing guards
2. Using crosswalks on main streets leading to schools
3. Creating and distributing maps of school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)

### **VI. Other Activities that Promote Student Wellness**

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work toward the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

District schools are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum directors.

All efforts related to obtaining federal, state, or association recognition for efforts through grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy including but not limited to ensuring the involvement of the Committee.

#### **A. Community Partnerships**

The District will utilize where feasible relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

#### **B. Community Health Promotion and Family Engagement**

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the “Community Involvement, Outreach, and Communications” subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the District’s website), as well as non-electronic mechanisms (e.g., newsletters, presentations to parents, or sending information home to parents), to ensure that families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

**C. Staff Wellness and Health Promotion**

The Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources, and performs other functions that support staff wellness in coordination with human resources staff which will be coordinated by the District’s HR Director.

District schools will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

**D. Professional Learning**

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

## **STUDENTS**

## **Regulation 2760**

### **Student Welfare**

#### **Students in Foster Care**

The District educational liaison for foster care children will serve in an advisory capacity to:

- Ensure and facilitate proper educational placement, enrollment in school, and checkout from school;
- Assist foster care children when transferring from one school to another or from one school district to another, including, among other things, proper transfer of credit, records, and grades;
- Request school records, as provided in Policy/Regulation 2230, within two (2) business days of placement of a foster care child in a District school;
- Submit school records of foster care pupils within three (3) business days of receiving a request for school records from another School District as provided in Policy 2290; and
- Facilitate access to student records to any child placing agency for the purpose of fulfilling education case management responsibilities required of the juvenile officer or by law and to assist with the school transfer or placement of a child under foster care.

#### **Dispute Resolution**

**Level I** - A complaint regarding the best interest in regard to education services of a child in foster care shall first be presented orally and informally to the District's educational liaison for District foster children. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the educational liaison. The written charge must include the following: date of filing, description of alleged grievances, the name of the person or persons involved, and a recap of the action taken during the informal charge stage. Within five (5) working days after receiving the complaint, the liaison shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the liaison will inform the Superintendent of the formal complaint and the disposition.

**Level II** - Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Superintendent by filing a written appeals package. This package shall consist of the complainant's grievance and the decisions rendered at Level I. The Superintendent will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Superintendent shall state a decision in writing to the complainant with supporting evidence and reasons.

**Level III** - If resolution is not reached in Level II, a similar written appeals package shall be directed through the Superintendent to the Board of Education requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board may be conducted in closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state its decision and reply in writing to the parties involved. For District purposes, the decision of the Board of Education is final.

**Level IV** – If the complainant is dissatisfied with the action taken at Level III, the Complainant may appeal the decision to the State Education Agency point of contact. Such appeal must be in writing and filed within five (5) days of Level III decision, and including:

6. School in which enrollment is sought and the basis for seeking enrollment;
7. Name and contact information for the parent or education decision-maker;
8. Best Interest notes and reports;
9. Copy of the previous appeal letter;
10. Copy of the decision recommended at Level III.

The appeal letter must be submitted to the State point of contact as well as the District's Superintendent.

## **STUDENTS**

## **Regulation 2785**

### **Student Welfare**

#### **Student Suicide Awareness**

Pursuant to Section 170.048, RSMo., the Independence School District will educate employees and students on the actions and resources necessary to prevent suicide and to promote student well-being, to include:

1. Strategies that can help identify students who are at possible risk of suicide;
2. Strategies and protocols for helping students at possible risk of suicide; and
3. Protocols for responding to a suicide death.

#### **Strategies that can help identify students who are at possible risk of suicide:**

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

Any school employee who has a reasonable belief that a student may be at risk for suicide or witnesses any attempt towards self-injury will notify their school mental health professional (i.e. school counselor, school psychologist, family school liaison) and/or the building administrator(s).

If a student suicide behavior is made known to any school employee and a school mental health professional and/or the building administrator is not available, the employee will notify the student's parent/guardian, the National Suicide Prevention Lifeline (800-273-8255) or local law enforcement in an emergency situation. As soon as practical, the employee will notify the building principal or designee.

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

1. Locate student and stay with student.
  - o Student will not be left alone unless it is determined that there is no longer a risk of suicide.
  - o If student is not able to be located, immediately contact school team for search
    - o Make contact and inform parent/guardians of the concern
    - o Contact emergency services if needed
2. Notify school mental health professional and/or building administrator.
3. School mental health professional will conduct Independence's suicide risk assessment.
  - o Follow guidelines of process in determining leveled risk and appropriate response

**Strategies and protocols for helping students at possible risk of suicide:**

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

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

**Protocols for responding to a suicide death:**

When the school community is impacted by suicidal behavior or a death by suicide, the district will confer with the Mental Health Response Team (MHRT) and, when appropriate, confer with local community resources and professionals to identify and make available supports that may help the school community understand and process the behavior and/or death.

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

**New 5-2018**



## **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.

## **STUDENTS**

## **Regulation 2860**

### **Student Services**

#### **Students with Communicable Diseases**

The following Administrative Guidelines have been developed to assist in implementing Policy 2860.

1. The District's policy and regulations on communicable diseases, including detailed information about procedures to be implemented if a student with a chronic infectious disease is enrolled, will be disseminated annually to parents of all students attending District schools.
2. All employees will follow the most recent guidelines issued by the Centers for Disease Control, including applicable universal precautions in cleaning up body fluid spills (a copy of which shall be on file in the office of the Supervisor of Health Services and in the office of each school nurse), regardless whether an individual infected with a body fluid or blood-borne pathogen is known to be present in the school environment or related activities. Willful or negligent disregard for these precautions by any staff member will be cause for disciplinary action.

#### **Acute Infectious Disease**

1. A staff member who has reason to believe that a student has been exposed to a contagious or infectious disease or who observes symptoms of such a disease, shall inform the principal. The principal will consult with the school nurse about the child.
2. If the school nurse determines that the student has an acute contagious or infectious disease, the principal will exclude the student from school for the number of days specified in the latest revision of the Missouri Department of Health Publication, "Prevention and Control of Communicable Diseases - A Guide for School Administrators, Nurses, Teachers and Day Care Operators," PACH-16, or until a physician certifies that the student no longer is liable to transmit the disease.
3. If a student has been excluded from school by the principal because the student has or is suspected of having an acute contagious or infectious disease, the student and his/her parent/guardian may appeal such decision in writing to the Superintendent. The Superintendent may require the student to be examined by a physician designated by the District, the child's own physician, or both, at the option of the Superintendent. The student shall not attend classes or participate in school activities during the appeal period.

### **Chronic Infectious Disease**

1. If the principal, after consulting with the school nurse, determines that a student may have a chronic infectious disease, the student may be excluded from school and provided an education in an alternative setting until the following procedures have been concluded. Prior to excluding the student, the student's parents/guardians shall receive written notification of the intent to exclude and their procedural safeguards as set forth in the District's compliance plan for Section 504 of the Rehabilitation Act of 1973.

The principal shall immediately report any student who has or is suspected of having a chronic infectious disease to the Superintendent or his/her designee. The Superintendent or his/her designee shall within three (3) working days appoint a Review Committee to assess the student's medical condition. The Committee should include the following:

- a. The student's parents/guardians.
- b. The student's physician.
- c. A physician specialist in public health or infectious diseases.
- d. The Supervisor of Health Services, who shall serve as Chairperson of the Review Committee, or his/her designee.
- e. The principal.
- f. The Superintendent or his/her designee.
- g. Others mutually agreed upon by the District and the parents/guardians.

The District's legal counsel may serve on the Committee in an advisory capacity.

If the student has been identified as a student with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA), the student may be excluded from school and provided with an education in an alternative setting, so long as such exclusion does not constitute a change in placement pursuant to the IDEA. The student's medical condition and educational placement will be evaluated in accordance with the procedures set forth above, with the following additional provisions:

- a. Prior to excluding the student, the student's parents/guardians shall receive written notification of their procedural safeguards as set forth in the District's compliance plan for implementing the IDEA, in addition to written notice of their procedural safeguards pursuant to Section 504 of the Rehabilitation Act of 1973.

- b. The Review Committee shall include the chairperson of the student's Individual Educational Program Committee or his/her designee.
2. The members of the Review Committee shall determine the fitness of the student to attend school. The Committee will assess the student's condition, the school conditions, and the risks of exposing others to the disease in the school environment, and shall determine whether the student should (1) be permitted to attend school without restrictions; (2) attend school under stated restrictions and conditions; or (3) be excluded from attending school and provided an alternative educational program. The Committee will prepare a written individual school health care plan for the student and establish dates and/or conditions under which the student's status will be reviewed. The Committee will also identify the persons who have a medical need to know the identity of the student because they are responsible for providing proper health care, and will provide the names of those persons to the Superintendent or his/her designee.
3. Within three (3) working days after the Committee is convened, the Committee will make a determination and prepare findings of fact, which the Chairperson shall communicate in writing to the student's parents/guardians, the principal, and the Superintendent. The parents/guardians shall again receive written notification of their procedural safeguards as set forth in the District's compliance plan for Section 504 of the Rehabilitation Act of 1973 (and in the District's compliance plan for implementing the IDEA, if applicable). The meetings, records, and votes of the Review Committee shall not be open to the public. The determination will be final unless reversed on appeal pursuant to the Complaint Procedures set out in the District's compliance plan for Section 504 (or the procedures in the District's compliance plan for implementing the IDEA, if applicable).
4. If a student with a chronic infectious disease is permitted to attend school, the Superintendent will notify those persons who were identified by the Review Committee as having a medical need to know the student's identity and conditions under which the student is attending school. Willful or negligent disclosure of confidential information will be cause for disciplinary action.
5. Staff members who have a medical need to know the identity of a student with a chronic infectious disease include (1) those who are designated by the District to determine the fitness of the student to attend school; (2) those who are responsible for providing health care to the student, such as the school nurse; and (3) those who are most likely to be in a position to render first aid to the student in case of an accident or medical emergency.

6. A student who has a chronic infectious disease shall be evaluated pursuant to the District's compliance plan for Section 504 of the Rehabilitation Act of 1973 (and the District's compliance plan for implementing the IDEA, if applicable) to determine whether any accommodations or related services are necessary for the student to receive a free appropriate public education. If accommodations or related services are necessary, the District shall develop and implement a plan for the delivery of all needed services. This evaluation shall be conducted regardless of whether the student is permitted to attend school with or without conditions and restrictions, or is excluded from school.

## **STUDENTS**

**Regulation 2870**  
**(Form 2870)**

### **Student Services**

#### **Administering Medicines to Students**

##### **Prescription Medication**

The student's authorized prescriber shall provide a written request that the student be given medication during school hours. The request shall state the name of the student, name of drug, dosage, frequency of administration, route of administration, and the prescriber's name. The diagnosis/indication for use of the medicine shall be provided. When possible, the prescriber should state adverse effects and applicable emergency instructions.

The District shall require that a prescription label be properly affixed to the medication in question. Said label must contain the name of the student, name of the drug, dosage, frequency of administration, route of administration, diagnosis and the prescriber's name.

A parent/guardian must request in writing that the School District comply with the authorized prescriber's request to give medication. (The District will not administer the initial dose of any new prescription except in an emergency.)

##### **Over-the-Counter Medication**

The student's authorized prescriber shall provide a written request that the student be given medication during school hours. The request shall state the name of the student, name of drug, dosage, frequency of administration, route of administration, and the prescriber's name. The diagnosis/indication for use of the medicine shall be provided. When possible, the prescriber should state potential adverse effects and applicable emergency instructions.

A parent/guardian will provide a written request that the District comply with the authorized prescriber's request to give medication.

##### **Emergency Medication**

Written standing orders will be obtained annually for the administration of emergency medication.

##### **Storage and Administration of Medication**

A parent/guardian or other responsible party designated by the parent/guardian will deliver all medication to be administered at school to the school nurse or designee. All medication, prescription or over-the-counter, must be in a pharmacy or manufacturer-labeled container. The District shall provide secure, locked storage for medication to prevent diversion, misuse, or ingestion by another individual.

The administration of medication, including over-the-counter medications, is a nursing activity, governed by the State of Missouri Nursing Practice Act. It must be performed by the registered professional school nurse. The nurse may delegate and supervise the administration of medication by unlicensed personnel who are qualified by education, knowledge and skill to do so. The registered nurse must provide and document the requisite education, training, and competency verification. The nurse is also empowered to contact the prescriber or pharmacist filling the prescription to discuss the prescription if the nurse has questions regarding the administration of such medication. Qualified employees will be held harmless and immune from civil liability for administering medication or medical services in good faith and according to standard medical practices.

School employees who are not qualified according to standard medical practices will not be required to administer medications or medical services. Such unqualified employees who refuse to administer medications or medical services will not be subject to disciplinary action for such refusal.

#### **Storage and Administration of Medication during After-School Extra-Curricular Activities**

The Board of Education recognizes that some students may require medication for chronic or short-term illness/injury during after-school extra-curricular activities to enable them to remain at school and participate in the activity. Further, in accordance with the Individuals with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, the District will provide aids or services after school to students with disabilities, including after-school access to medication, in order to enable such students to participate in extra-curricular activities.

For students who require medication to participate in extra-curricular activities, the school nurse or designee may administer medication to such students. The school nurse may administer medication to students at the end of the school day, so that the medication may be taken at the end of the school day before the extra-curricular activity begins. The nurse will administer only one dosage of medication at the end of the school day. In the event that prescription medication must be taken at a specific time during the pendency of an extra-curricular activity rather than at the end of the school day, or in the event that the student's authorized prescriber indicates that multiple doses of medication must be taken by the student during the course of an extra-curricular activity, then the school nurse will provide either the athletic trainer or the activity sponsor with an appropriate dosage of the medication and the trainer or sponsor will administer the medication to the student at the appropriate time(s).

Each of the above requirements concerning administration of medication during the school day applies to the administration of medication at the end of the school day. The student's authorized prescriber shall provide a written request that the student be given medication at the end of the school day, a parent/guardian must request in writing that the School District comply with the authorized prescriber's request to give medication, and a parent/guardian must deliver all



medication to be administered at the end of the school day to the school nurse or designee.

As an alternative to the school nurse or designee administering medication at the end of the school day, a parent/guardian may deliver medication to his/her student at the end of the school day, so that the medication may be taken at the appropriate time after school. If a parent/guardian desires to deliver medication to his/her child at the end of the school day, then he/she must provide the nurse with written notification that medication will be delivered after school, along with the following information: the name of the student, name of drug, dosage, frequency of administration, route of administration, prescriber's name, diagnosis/indication for use of the medicine, and any adverse effects and applicable emergency instructions. The parent/guardian may only deliver a single dosage of medication to his/her child each day, unless the student's authorized prescriber indicates that multiple doses of medication must be taken by the student during after-school activities. Under no circumstances is it permissible for a student to have possession of prescription medication during the school day.

If a student is in possession of prescription medication after school pursuant to this procedure, then the student will not be subject to discipline under the student discipline code. A student will be subject to discipline if he/she has possession of more than one dosage of a prescribed medication after school or if he/she has possession of more doses of prescription medication than indicated necessary by his/her authorized prescriber.

### **Pre-Filled Auto Syringes**

A school nurse or other school employee trained and supervised by the nurse may be authorized by the Board of Education to maintain an adequate supply of pre-filled auto syringes of epinephrine with fifteen hundredths milligram (15/100 mg) or three tenths milligram (3/10mg) delivery at school. The school nurse shall recommend to the school board, through the superintendent, the number of pre-filled epinephrine auto syringes to be maintained at each school. Licensed school nurses have the discretion to use an epinephrine auto syringe on any student the school nurse believes is having a life threatening anaphylactic reaction based upon the nurses training in recognizing an acute episode of an anaphylactic reaction. Trained employees administering life-saving methods will be immune from civil liability for administering life-saving methods for administering a pre-filled auto syringe in good faith consistent with standard medical practices

### **Self-Administration of Medication**

Students with asthma, anaphylaxis, or any chronic health condition may carry with them for self-administration metered-dose inhalers containing "rescue" medication. Possession and self-administration of these prescription medications must comply with the Missouri Safe Schools Act, 1996. The directives of this Act will be given to each parent/guardian who requests that his/her student be permitted to carry and self-administer such medication. A permission form for self-administration (Form 2870) is required.

Provided however, that:

1. A licensed physician has prescribed or ordered such medications for use of the student and has instructed the student in the correct and responsible use of such medications;
2. The student has demonstrated to the student's licensed physician or designee and the school nurse, the skill level necessary to use the medications and any device necessary to administer such medications;
3. The student's physician has appended and signed a written treatment plan for managing asthma and anaphylaxis episodes of the student and for medications for use of the student. Such plan will include a statement that the student is capable of self-administering the medication under the treatment plan;
4. The student's parent/guardian has completed and submitted to the school nurse the student's treatment plan and liability statement.
5. The student's parent/guardian has signed a statement acknowledging that the district and its employees will not incur liability as a result of any injury arising from self-administration of medication by the student or administration of such medication by school staff (see Form 2870.1)

The authorization for the possession and self-administration of medication to treat a student's asthma or anaphylaxis permits authorized students to possess and self-administer such student's medication while in school, at a school sponsored activity, and in transit from school or school sponsored activity. Such authorization will be effective for the school year when issued and for the school attended when the authorization is issued. Such authorization must be renewed each subsequent year in order to remain effective. Information concerning the student's condition treatment plan, authorization, and related documents will be kept on file in the school nurse's office and be easily accessible in the event of an asthma or anaphylaxis emergency. Duplicate prescribed medication, as described in this policy, will be kept in the school's nurse's office and be reasonably accessible to the student and school staff in the event of an asthma or anaphylactic emergency.

### **Cardiopulmonary Resuscitation Training**

Upon Board of Education authorization, the District will provide instruction in cardiopulmonary resuscitation to District students grades 9-12. The instruction will be part of a health educational course and will include hands-on practice and skill testing to support cognitive learning. However, the District may elect to develop an agreement with a first responder to provide the required practice and testing. Students with disabilities may participate to the extent appropriate as determined by the student's IEP or 504 Plan.

Any training course in cardiopulmonary resuscitation (“CPR”) provided by the District will also include instruction on the proper use of defibrillators. Such defibrillator training will follow the standards set by the American Red Cross, the American Heart Association or similar training from a nationally recognized organization.

### **Automated External Defibrillators**

Should the District acquire an automated external defibrillator (“defibrillator”) and maintain it on school premises, the District will:

- a) Comply with applicable regulations governing the placement of a defibrillator;
- b) Ensure the defibrillator is tested at least every two years and after every use;
- c) Ensure that the defibrillator is maintained and tested according to the manufacturer’s operation and maintenance guidelines;
- d) Ensure that an inspection is made of each defibrillator at least every ninety (90) days for potential issues related to its operation, including blinking lights or other obvious defects suggesting tampering or other problems with the defibrillator’s functionality.

Any person who gratuitously and in good faith renders emergency care by use of the District’s defibrillator will not be liable for any civil damages or subject to any criminal penalty unless the user acts in a reckless or wanton negligent manner.

### **Administration of Asthma Rescue Medication**

The Board of Education, by a majority vote, may authorize a licensed registered nurse to maintain a supply of asthma related rescue medication at each District school. The nurse will recommend the quantity of such medication to be maintained. The asthma rescue medication will be obtained by prescription written by a licensed physician, a physician’s assistant, or nurse practitioner. Such prescription shall list the District as the patient, will contain the nurse’s name, and will be filled at a licensed pharmacy. A school nurse or other school employees trained by and supervised by the nurse shall have the discretion to use asthma related rescue medications on any student the school nurse or trained employee believes is having a life-threatening asthma episode based upon their training in recognizing an acute asthma episode. Immunity, under §167.624, from civil liability for trained employees administering life saving methods shall apply to trained employees administering an asthma related rescue medication under this policy.

### **Parent/Guardian Administration**

In situations where the above requirements are not met, or any time the parent/guardian chooses, the parent/guardian may come to school to administer medicine to his/her student.

**Exception for Potentially Harmful Administration**

It shall be the policy of this District that the District will not knowingly administer any medication to a student if the District's registered professional school nurse believes, in his/her professional judgment, that such administration could cause harm to the student, other students, or the District itself. Such cases may include, but are not necessarily limited to, situations in which the District is being asked to administer medication in a dosage that exceeds the highest recommended dosage listed in the current annual volume of the Physician's Desk Reference\_or other recognized medical or pharmaceutical text.

Rev. 10/2013  
**REV. 11/2020**

**Student Services****Student Allergy Prevention and Response**

The school nurse shall oversee the administration of these procedures in consultation with the food service director, the School Health Advisory Council (SHAC), the wellness committee, the transportation director, local health authorities and, where appropriate, the special education director or 504 coordinator.

**Definitions**

*Allergen* – A substance that triggers an allergic reaction.

*Allergic Reaction* – An immune system response to a substance that itself is not harmful but that the body interprets as being harmful. Allergic reactions trigger inflammation in the skin (hives, itching, a rash); in the respiratory system (coughing, wheezing, difficulty breathing); in the gastrointestinal tract (vomiting, diarrhea, stomach pain); and the cardiovascular system (lowered blood pressure, irregular heartbeat, shock). Anaphylaxis is another type of allergic reaction.

*Anaphylaxis* – A life-threatening allergic reaction that involves the entire body. It may be characterized by symptoms such as lowered blood pressure, wheezing, nausea, vomiting or diarrhea and swelling and hives. Anaphylaxis may result in shock or death.

*Emergency Action Plan* – An EAP is a written plan for students who have life-threatening conditions, such as an allergy. This plan is designed to inform school district personnel who may be called upon to respond.

*Individualized Health Plan* – An IHP is a document created by the district in cooperation with the parents and, when appropriate, a student's health care provider for students who have specific health care needs. It is a nursing care plan that has student-centered goals and objectives, and describes the nursing interventions designed to meet the student's short and long-term goals.

*Life-Threatening Allergy* – An allergic reaction that is severe enough to potentially cause death.

**General**

Pursuant to Board policy, students must give their medications for the treatment of allergies to the school nurse. Each building will maintain a supply of epinephrine premeasured auto-injection devices for general emergency use only.

**Response to an Allergic Reaction**

Any staff member who becomes aware that a student is having an allergic reaction must:

1. Stay with the student;

2. Notify the nurse immediately or direct another person to do so; and
3. Contact the parents.

If a staff member determines that the allergic reaction is potentially life-threatening the staff member will implement the student's 504 Plan, Individualized Health Plan (IHP) or Emergency Action Plan (EAP) if the staff member is familiar with the plan.

If the student does not have a 504 Plan, IHP or EAP, the staff member is not familiar with the 504 Plan, IHP or EAP or such plan is not immediately available, the staff member will immediately take or direct another person to take the following actions.

1. Call 911.
2. Notify the school nurse or, if the nurse is not available, notify the building administrator.
3. Administer epinephrine, if available, at the direction of the school nurse pursuant to his/her training or designee. If the school nurse is not present, the staff member may administer epinephrine pursuant to his/her transcript, if available, if the staff member determines it is necessary to safeguard the health of the student.
4. Notify the parents.
5. Provide first responders with information about the student's allergy and reaction and any actions already taken.
6. A staff member will remain with the student until a parent/guardian or emergency contact arrives or until the student is transported from the district by first responders.

As soon as possible after the life-threatening allergic reaction, the nurse will consult with the 504 compliance coordinator and the student's parent/guardian to determine whether a 504 Plan or IHP/EAP would be appropriate for the student.

### **Instructional Areas**

No food preparation or consumption will take place in any instructional area unless the instructor has permission from the building administrator. Courses that include food preparation or consumption as a regular part of the curriculum are exempt from this provision, but instructors in these courses have an increased responsibility to monitor student adherence to prevention procedures.

### **Dining Areas**

The school nurse or designee will provide the food service director with a copy of any 504 Plan or IHP that concerns diet, along with a photograph of the student. Any 504 Plan or IHP that requires food substitutions must include a written statement from a licensed physician that:

1. Describes the disability or condition.
2. Explains how the student is restricted as a result of the disability or condition.
3. Identifies the major life activities affected by the disability or condition.
4. Lists omitted and permitted substitute foods.

The food service director will provide information to food service personnel as necessary. Food service personnel will not act on individual requests for dietary accommodations. If a student or parent/guardian of a student who does not have a 504 Plan or IHP/EAP on file with the food service director requests an accommodation, he or she will be referred to the school nurse and/or the Section 504 Coordinator for assistance.

The food service director will arrange for all food service staff to be trained in food label reading, cross-contamination avoidance, safe food handling and food item labeling requirements.

If there is any change in the menu after the menu has been posted, the food service director will notify the school nurse or designee. The nurse or designee will notify parents of students with a 504 Plan or IHP/EAP for food allergies, if necessary and applicable.

The principal may designate one (1) or more tables in the dining area as peanut and/or nut-free areas. Any student may use these tables, but may not have any food or beverage that contains or may contain peanuts or other nuts. If any student has been identified as having life-threatening allergies to a food or beverage other than peanuts or nuts, the principal may instead designate one (1) or more tables as allergen-free areas and specify the prohibited foods and beverages. Staff responsible for cleaning dining areas will clean any such designated tables prior to each use according to United States Department of Agriculture (USDA) recommendations using separate cleaning supplies. No student will be required to sit at the designated table.

Staff members supervising dining areas will promote a "no sharing/no trading" environment to prevent students from trading food, beverages or dining utensils.

### **Transportation and Off-Site Activities**

Except as otherwise outlined in this procedure, drivers will not allow students to eat or drink on district transportation unless the student has written permission from his or her building principal. Written permission will be provided if the student has a medical need to consume food or beverages during the time the student is transported. A student who has a medical need to consume food or beverages on district transportation must have an IEP, 504 Plan or IHP that addresses which foods or beverages the student may consume.

Students being transported to and from activities on district transportation may be allowed to consume food and beverages if the staff member serving as sponsor has verified that none of the

students being transported have documented life-threatening food allergies.

Staff members must submit a list of students taking part in off-site activities, such as competitions and field trips using the Fieldtrip Manager System. The Fieldtrip Manager System will verify which, if any, students have allergies and the nurse will provide staff with a copy of the relevant 504 Plans or IHPs or EAPs and any medications that may be needed in the case of an allergic reaction.



**Activities and Athletics****Student Publications****Purposes Of Student Publications**

The publications fulfill a vital role within the school community in providing a means by which students, faculty, administrators, and community can communicate with other students, faculty, administrators and community members. The publications serve as a forum for the constructive expression of ideas, opinions, plans for innovation, events, etc., in a factually informative, interpretive, and entertaining manner, thereby providing primarily the students but also the faculty and administrators with an instrument of constructive leadership for influencing the school and community.

Student publications offer students an opportunity for practical and legitimate journalistic experience in terms of writing, editing, organizing, administering, financing and budgeting, etc. Assuming a position of leadership on the student publication signifies the student's acceptance of responsibility. The acceptance of this responsibility also provides the student with the opportunity to develop the potential which he/she possesses.

**Standards**

In fulfilling their roles as participants in the community media, students must demonstrate their maturity and dependability, and must show that they are capable of analyzing problems and making sound judgments. The following statement is adapted and modified from the Canons of Journalism by the American Society of Newspaper Editors.

1. Responsibility - The welfare and the best interests of school and community members must be the guideline for the publication of all material.
2. Freedom - With every freedom of speech and of the press there is a corresponding responsibility. No freedom, not even that of speech and of the press, is absolute. Student publications must be free to print what has been responsibly considered, researched and written. The staffs must demonstrate objectivity, but at the same time must be free to express viewpoints after presenting all sides of an issue. This policy should not rule out articles marked as news analysis advocating a particular point of view.
3. Accuracy - Thorough research of all materials -- news, editorials, features and sports -- will be conducted and the facts presented in an objective, balanced and truthful manner. The facts will be verified; the reporter will present them in the proper perspective; and the publications will print only that which is based on fact after careful research and investigation.

4. Fairness - Student publications will not make unjust or undue attacks on any individual group or person, and will provide an open forum for any viewpoints which are opposed to those of the publication.
5. Decency - Material published -- language, pictures and artwork -- will not be offensive, obscene, pornographic or injurious to any person or group.

### **Objectives And Responsibilities Of The Publication Staff**

In student publications, staff members must assume the following responsibilities:

1. To make a concerted effort as a staff to learn and to apply correct journalistic techniques of writing, editing, advertising and to seek the aid of professional journalists and responsible adults when and where necessary.
2. To assume obligations of a journalist in being responsible, honest, sensitive, fair, impartial, decent and dedicated to the necessity of a free and responsible press.
3. To be open-minded and representative of all feeling and ideas within the community, not only their own.
4. To plan each issue of the paper in order to provide a balance of informational, interpretive and entertaining material (all factually based); to give consideration to the importance, significance and value of each article and to the possible effect each article will have on the general welfare of the readers.
5. To research and verify all story ideas and related material and to refuse to publish any material until it has been verified as truthful and accurate.
6. To set priorities for material covered in the newspaper based on the importance, significance and interest of the material to the majority of the readers.
7. To develop a keen sense of observation and awareness about school, student and community activities and to report these accurately.
8. To establish a schedule of deadlines and to meet those deadlines as professionals.
9. To correct promptly all errors of fact for which the newspaper is responsible.
10. To develop faculty and administrative confidences and to keep those confidences.

11. To be supportive of the total school community and its activities and personnel. (Supportive - defined as praise, comment, or constructive criticism based on the offering of alternative suggestions and plans. It also involves the inclusion of names in the news in order to promote a sense of personal involvement on the part of the readers.)
12. To encourage intelligent thought and action from the readers.

### **Coverage of Material**

News stories in student publications will be objective - free from opinion and bias. Stories will be based on facts obtained through thorough research and investigation. An emphasis will be placed on previewing upcoming events and activities to create interest. News worthy occurrences will receive attention in coverage articles. The stories will be presented on the pages of the paper in such a way that undue attention will not be given to articles of lesser value, interest or significance.

The primary function of features or special-interest articles is informational and entertainment. A special emphasis will be placed on in-depth coverage of material deemed to be of significant interest to the readers.

Sports articles will provide accurate description and records of athletic activities. Individual athletes will not be revered as stars or heroes, but proper credit for outstanding records, honors or performances will be given when due. The sports section of the paper will carry advance information to create interest in upcoming events as well as coverage articles for events. Material on the page will be varied to appeal to all readers, not just athletes and their avid fans. Proper coverage will be given to all teams and athletic activities, male and female, varsity and sub-varsity.

### **Responsibility For Handling Materials To Be Published**

#### **Unchallenged Material**

1. Writer directed to submit article and/or picture to page editor to whom reporter is immediately responsible; or unsolicited article submitted to an editor in that area.
2. Material reviewed by page editor responsible to determine if it meets standards for publications.
3. Materials reviewed by Editor-in-Chief.
4. Material reviewed by Faculty Advisor.
5. Material published.

## **Challenged Material**

### 1. Editorial Level

If material submitted to a page editor is rejected, the writer, after a conference with the editor, may appeal to the Editorial Board. If the Editorial Board rejects the material, the writer may appeal to the faculty advisor. The faculty advisor, after hearing both sides, considering all factors and giving guidance and counsel, shall submit in writing his/her recommendations and resolutions. The Editorial Board may by a two-thirds vote reject the proposal of the faculty advisor and not publish the material. The statement of the final action taken by the Editorial Board will be signed by all parties.

### 2. Editor-in-Chief Level

If material presented by a page editor is rejected by an editor-in-chief, the writer after a conference with the editor-in-chief may appeal to the Editorial Board. If the Editorial Board rejects the material, the writer may appeal to the faculty advisor. The faculty advisor, after hearing both sides, considering all factors and giving guidance and counsel, shall submit in writing his/her recommendations and resolutions. The Editorial Board may by a two-thirds vote reject the proposal of the faculty advisor and not publish the material. A statement of the final action taken by the Editorial Board will be signed by all parties.

### 3. Faculty Advisor Level

Material found unobjectionable by the Editorial Board but questioned by the faculty advisor shall be discussed by both parties. If the difference cannot be resolved, the material shall be presented to the building principal for review and guidance.

Material still found unobjectionable by the Editorial Board but questioned by the faculty advisor and/or building principal shall be presented at a joint meeting of the Editorial Board and the advisor. The faculty advisor must give specific reasons for his/her objections and give guidance to the group. The student writer shall be afforded an opportunity to present his/her viewpoint. If the Editorial board by a two-thirds vote still finds the material unobjectionable it may be printed. A quorum will be considered present when two-thirds of the Editorial Board attend a meeting, and two-thirds of those present must agree.

A brief statement summarizing the dialogue held and signed by all parties shall be presented to the building principal. The building principal shall forward the statement and copies of the article to the Superintendent and the Board of Education for their information. The signed statement shall signify that the Editorial Board fully understand the reservations of the faculty advisor and/or building principal and has chosen to exercise its option under the Board Policy.

4. Building Principal Level

The building principal/designee, may delay or stop distribution of any materials proposed for printing or that have been printed which may be reasonably forecast to cause substantial and material disruption or obstruction of any lawful mission, process or function of the school.

The building principal/designee, must forward a copy of the material to the Superintendent and a statement of reasons for delay or stoppage. The Superintendent shall schedule a hearing with all parties immediately to determine if the delay or stoppage was warranted.]

**Editorial Page Policy**

An Editorial Board (composed of the editor-in-chief, chairman, the managing editor, news editor(s), editorial editor(s), feature editor(s), sports editor(s), photography editor(s), business manager, production manager, art editor and the head advertising manager) determines the content of the editorial page. Editorial ideas are presented to the Editorial Board for consideration. Editorials in the school publication will only be printed after all sides of an issue are considered and researched. The staff should consult with their advisor before printing issues which have a controversial connotation. The principal may also be consulted at the staff's discretion. There are basically four types of editorials which appear in the student publication:

1. The unsigned staff position: These editorials will deal with issues which the Editorial Board considers to be of importance to the school community and on which members of the Board reach a majority consensus after careful consideration and research of both sides of the issue. The purpose and content of each editorial or column will be stated in the article. Any editorial board member representing the minority opinion in these instances will be given space in which to express his/her view if he/she wishes. In instances of extremely controversial issues, unsigned editorials must represent the unanimous opinion of the Editorial Board. If a unanimous decision is not reached, both sides of the issue shall be printed under by-lines. Unsigned articles shall be designated as representative or staff opinion in the masthead of each issue.
2. By-line editorials: These editorials deal with issues the Editorial Board considers to be of importance, but on which they do not wish to take a staff position. These editorials may also represent issues on which members of the student body, not regularly affiliated with the student publication staff, wish to express an opinion after researching the issue - perhaps in response to an unsigned editorial.
3. Letters to the Editor: Letters to the editor shall be accepted from any reader so long as those letters are signed and are in keeping with the policy of the student publication. The staff reserves the right to edit any letter after consulting with the author. The staff may

refuse any letters which it feels are malicious, libelous, or irresponsible. Any letter that criticizes an individual or group shall be presented to that individual or member of that group before the letter is published so that the individual or group being attacked may make a response or reply if they so desire. The two letters shall then be published simultaneously. If the writer of any letter to the editor presents a good cause, his name may be withheld. This shall be so designated in the publication by "Name withheld upon request." The name of the writer may be available to legitimate authority for legitimate reasons if the student publication faculty advisor, the editor, and the writer so agree, legal requirements excepted.

4. Reviews and Critiques: Periodically, movies, books, plays and musical performances are reviewed or critiqued. This expression of interest in cultural activity is deemed as a legitimate function of the student publication in bringing these things to the readers' attention. All reviews and critiques - favorable and unfavorable - shall be constructive and in keeping with good taste. They shall not be malicious or irresponsibly done.

### **Pictures and Artwork**

Pictures and artwork in the publications shall add to the meaning of a story, shall serve to identify individuals, and shall generally add reader interest to the publication. These pictures shall cover many and varied individuals and activities. The photographs shall not violate the right of privacy and shall present a truthful situation. Cartoons and artwork shall have a definite function within the editorial context of the publication.

### **Copyright Law**

All published materials and reproductions of art work, etc., must not violate copyright laws.

### **Advertising and Business Management**

#### Financial Arrangements

The financial operation of student publications must be approved by the building principal in accordance with current district funding practices. At no time are financial arrangements to be entered into without principal or school district approval.

#### Advertising

1. Allocation of Space

The amount of space allocated to advertising in school publications should not dominate the overall image of the paper. This situation should be examined from time to time by the

faculty advisor so as to protect as much editorial space as possible to develop the writing abilities of students. The publication schedule and the size of the individual issues of the school publication shall be a matter of judgment of the faculty advisor and editorial staff.

2. Advertising Rates

Advertising rates per column inch will be sent by each school publication with approval of the faculty advisor.

3. Acceptable Advertising

Advertising shall be accepted from bona fide business firms in operation for a year or more or from new firms of a stable and permanent character.

Any advertising offering employment opportunities promising high earnings, travel or other extravagant claims should be thoroughly investigated.

4. Types Prohibited

- a. No advertising of liquor, tobacco or narcotics shall be accepted.
- b. Advertising soliciting sales of patent medicines, health treatments, salacious literature, joke devices, firearms, lotteries or any other items prohibited by postal laws shall not be accepted.
- c. When students and/or staff pictures are used in advertising, they shall be requested to sign permission slips.
- d. Advertising for motion pictures rated "X" may not be accepted. Pictures rated "R", "G" and "PG" may be advertised.

5. Collections

Advertising contracts between the student publication and the advertiser are binding to both parties as per terms of the contract. In cases where the advertiser does not pay his due bill, the business manager shall send at four (4) week intervals three (3) "reminder" letters. If the bill remains unpaid, the business manager shall make a personal call on the advertiser. If at this time the bill remains unpaid, the advertiser's name and contract shall be turned over to the building principal for action, as is stated in the third reminder sent to the advertiser. If the student publication staff fails to fulfill its contract terms, the contract is automatically canceled at no expense to the advertiser if he/she so desires.

**Violations Of Standards**

If any school publication or publication other than those sponsored by schools is in violation of standards of school publications, the principal/designee shall request the distributor to desist distribution and call for a hearing immediately with parties involved.

Hearing procedures shall follow those in the school district guidelines.



## **STUDENTS**

## **Regulation 2920** **(Form 2920)**

### **Activities and Athletics**

#### **Interscholastic Activities and Athletics**

Interscholastic competition for secondary school students shall be provided through a variety of activities and athletics. Students are allowed to attain the privilege of representing their school by meeting the standards of eligibility as set forth by the Missouri State High School Activities Association (MSHSAA). These standards may include academic requirements, citizenship, age maximums, passing medical examinations and other items that are posted in the school and discussed by the coaches and sponsors with their students as well as mailed home to the parents/guardians of all student participants.

Interscholastic competition may be withheld from any student as a condition of discipline. Furthermore, all policies that apply to the regular school day apply also to interscholastic competition. Coaches and sponsors may establish policies for their groups in addition to those stated herein.

A student must be in attendance for the full day on days of extracurricular participation. Failure to do so will eliminate the student from practice or participation that day. Exceptions may be granted in special cases.

The following criteria will be followed:

1. Students will meet the eligibility requirements set out by MSHSAA.
2. Any student failing a class may be required to attend study sessions after school.
3. Any student receiving an incomplete grade because of failure to promptly complete work will be placed on the ineligibility list. Incomplete grades resulting from illness or other special circumstances during the last week or two of a grade period may be exempted.
4. Students displaying unacceptable citizenship behaviors may be suspended from participation.
5. Each coach and sponsor will establish written guidelines for their groups. These guidelines shall be presented orally and in written format. A copy of such guidelines will be on file with the principal.

The interscholastic competition program is an integral part of the secondary schools and shall supplement the curriculum program by providing worthwhile experiences to students that will enable them to develop the attributes of good citizenship. These programs will be administered by the principal/designee.

Participation in interscholastic competition is for students in grades nine through twelve (9 - 12) as determined by the local area athletic conference and the MSHSAA.

Programs of interscholastic competition will be planned in accordance with MSHSAA regulations and conference rules, and will include programs reflective of student interest. All student members should participate insofar as feasible. Access shall be provided contingent on budgetary limitations and in accordance with District guidelines for the following:

1. School facilities.
2. Sponsors and coaches.
3. Scheduling of meetings, practice times and games.
4. Number of events at each level of competition.
5. Equipment, supplies and services.

All faculty sponsors and coaches must hold a valid Missouri State Teacher's Certificate. Non-faculty head coaches must have as a minimum a four-year college degree and a valid Missouri Substitute Teaching Certificate. Non-faculty assistant coaches must have as a minimum a valid Missouri Substitute Teaching Certificate. Non-faculty head and assistant coaches must successfully complete the MSHSAA/NFHS Coaching Principles and Sports First Aid courses. Sponsors and coaches are required to follow all District regulations.

A student engaged in interscholastic competition must portray good citizenship in the school and community. He/she shall be required to be in conformance with all general school rules and regulations, rules established by the sponsors and coaching staff for the program in which he/she is participating, and conformance with the laws of the community.

The District's High School is a member of the MSHSAA. In all interscholastic competition matters, this school will adhere firmly to the rules and regulations of MSHSAA.

### **Regulations Governing Student Participation**

A student must be under nineteen (19) years of age on or before July 1 preceding the opening of school, pass a medical examination and have parent/guardian permission. Ninth grade students must not be older than sixteen (16) years of age prior to July 1.

A student shall not be considered eligible while under out-of-school suspension. A student expelled or who withdraws from school because of disciplinary measures shall not be considered eligible for 365 days from the date of expulsion or withdrawal.

A student who is absent from school on the day of an interscholastic contest or on a Friday before an interscholastic contest on a Saturday will not be permitted to participate in said contest without a written release from the school principal.

Credit earned or completed after the close of the semester shall not count as having been earned that semester, except in case of a delayed final examination because of illness certified by a physician. Credit earned in summer school may count for or against the student's record for eligibility purposes if the classes are required for graduation from the local school. Students may count up to one (1) unit of credit for summer school toward establishing their eligibility for the fall semester. Summer school electives will not count toward eligibility.

A student shall not accept a cash or merchandise award in any competition in which MSHSAA member schools compete interscholastically. Awards for participation in nonschool competitions during the summer shall meet the same standards as awards given by schools during the school year.

The student must meet all other eligibility requirements of MSHSAA and the local area high school athletic conference.

Competition by students in organized nonschool-sponsored competition must meet the following conditions:

1. During the season, a student who represents his/her school by competing in an interscholastic contest shall not compete as a member of a nonschool team or as an individual participant in an organized nonschool competition in that same contest.
2. A student may compete in organized nonschool competition in other events in which MSHSAA member schools compete interscholastically if no school time is missed to compete, practice for, or travel to the site of nonschool competition; and if the student does not practice for or compete in the nonschool competition on the same date he/she practices or competes for the school.

District participation in interscholastic competition will be subject to approval by the Board.

Budgeting for the interscholastic competition program will include gate receipts and be incorporated into the general District budget. No expenditures for interscholastic competitions may be made in excess of those listed in the budget without approval by the Superintendent.

The MSHSAA handbook will be considered a part of this regulation.

**Hazing**

Student hazing is expressly prohibited by Board of Education policy. For purposes of this policy, hazing is defined as willful conduct directed at another student, whether occurring on or off school property, for purposes of initiation or admission to any school-related activity or athletic team. Conduct prohibited by this policy includes, but is not limited to, exposure or contact of genitals, buttocks, or breasts (female students), directly or indirectly through contact with undergarments; threats of physical harm; and infliction of physical or mental harm or humiliation.

Students found to have violated this policy will be subject to suspension/expulsion from school and suspension and exclusion from activities/athletic participation depending on the severity of the misconduct.

Nonresidents who participate or enable the hazing of students may be excluded from attendance at school activities and school athletic events. District employees, including sponsors and coaches who have knowledge of student hazing but fail to take corrective action; will be subject to discipline up to and including termination.

**Activities and Athletics****Participation by Non-Traditional Students****High School Enrollment Assessment**

Prior to consideration and determination of eligibility, high school staff will review, among other things:

1. Past classes taken
2. Academic history
3. Credits
4. Logs
5. Attendance
6. Transcripts
7. Student's age
8. Semester taken in-state and out-of-state
9. Semester taken in non-traditional academic events

The purpose of this review will be to determine “prior semester” earned credit and the students’ grade placement upon enrollment. In doing so, staff will determine if credit for courses taken will be granted for purpose of the 80% requirement rule.

**Determining Status of Bonafide Students<sup>1</sup>**

Consider whether:

1. Seat time credit (minimum of one unit of credit) will be placed on the transcript
2. Outside courses must be approved and validated in meeting the 80% rule.
3. Review and assess outside classes including where relevant testimonial evidence, course syllabi, timeliness for such classes
4. Review of Academic Success, including work logs, attendance, hours of instruction, grades achieved, transcripts, confirmatory testing where deemed necessary
5. Ensure close of semester for non-traditional option 2 students is designated
6. All students, traditional and non-traditional, must satisfy citizenship standards, semester rules, age rules, etc.
7. Uniformity of standards and policies for all students

**New 5/2018**

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<sup>1</sup> 2017-18 MSHSAA Official Handbook, By-Law 2.3.4, page 44

## **STUDENTS**

## **Regulation 2940**

### **Activities and Athletics**

#### **Student Group Use of School Facilities**

Secondary schools will provide an opportunity for student-initiated noncurricular groups to meet on school premises during noninstructional time when the following criteria have been met:

1. A meeting must be voluntary and student-initiated. No student shall be in any way coerced to participate in religious or other activity. Teachers and school administrators, when acting within the course and scope of their employment, will strictly observe a policy of official neutrality regarding religious activity.
2. No school employee may sponsor, promote, lead, or participate in any student-initiated, noncurricular meeting. However, a teacher, administrator, or other school employee may be assigned to monitor the group's facility use and student conduct.
3. Employees and agents of the school may be present at student-initiated religious meetings only in a nonparticipatory capacity.
4. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school.
5. Nonschool persons may not direct, conduct, control, or regularly attend the meetings of a student-initiated, noncurricular group.

**Financial Management**

The following procedures or actions shall be taken:

1. The Missouri Financial Accounting Manual published by the Missouri 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 \$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.

Rev. 1/19

## **Financial Management**

### **Preparation of Budget**

On or before the first Thursday in March of each year, the Superintendent shall prepare and submit to the Board for its consideration a preliminary draft of the annual budget covering salaries of the teachers, principals, and other employees, and an estimate of other current expenses for the next fiscal year together with an estimate of the income or revenue available and necessary for the purpose of fixing the annual levy to be submitted to the voters according to the law.

After the beginning of the fiscal year in July, the Superintendent shall prepare and present to the Board for its consideration a detailed annual budget covering all estimated expenditures for the ensuing fiscal year in accordance with the levy authorized by the voters. The aggregate estimated expenditures shall not exceed ninety-eight percent (98%) of the estimated income plus any fund balances carried forward from the previous fiscal year. This annual budget, with such changes or additions as the Board may desire to make, shall be adopted by the Board on or before the first Thursday of September of each year.

### **Income**

Estimates of income are based on previous receipts, information such as new legislation, new programs and phasing out of present programs; interest rates; tax rate (less 3% uncollectible); and free textbook money. Unencumbered balance is defined as the end-of-fiscal year balance minus anticipated expenditures between July 1<sup>st</sup> and November 1<sup>st</sup>.

### **Expenditures**

Budget expenditures are to reflect the needs and priorities of the District's programs. By law, the expenditures cannot exceed the estimated revenue to be received plus any unencumbered balance.



## **Financial Management**

### **Banking Services**

For purposes of letting bids, the Board will divide District funds into no less than two nor more than ten equal parts. Each eligible bidder may bid for any number of the parts. However, the bid for each part must be separate. Notice that bids for depositary of District funds will be received will be published in a newspaper within the county which publishes at least five times per week or, if no such publication exists, then notice will be published in a newspaper of general circulation within the county. Notice that bids will be received will be published at least twenty days prior to the date designated for acceptance of bids.

Each eligible bidder is required to deliver to the secretary of the Board a sealed bid stating the rate of interest or the method by which the interest will be determined for the term of up to five years as specified in the notice to bidders. Each bid must be accompanied by a certified check drawn upon a county bank or a bank in an adjoining county made out to the District in an amount of no less than two thousand five hundred dollars. The bidder's certified check is required as a guaranty of good faith that if selected as depositary, it will deposit the required security. Bids will not be disclosed prior to opening at a public meeting.

On the date designated for acceptance of bids, the Board/designee will publicly open each bid and will verbally read and document each such bid. After discussion and after any clarification of bids, the board will select the successful bidder(s) for each fund part let for bid. Upon award of the depositary bid(s), the security checks will be returned to all bidders. The Board reserves the right to reject any and all bids. Depositary contracts may be terminated at any time by the mutual agreement of the Board and the depositary.

Interest on funds deposited will be computed on the daily balance and will be payable on the first day of each month to the treasurer of the District for credit of the District. No later than the fifth day of each month, the District's depositary(s) will provide to the secretary of the Board a written accounting of the interest paid by the depositary on District funds.

District funds will be deposited in the name of the District. No funds may be withdrawn except by a legally drawn check bearing the signatures of the president and the treasurer of the Board or by wire transfers executed by a person designated by the Board to execute such transfers.

**Financial Management**

**Payments from Federal Awards/Cash Management**

**Cash Management Procedure**

In order to ensure compliance with Cash Management Improvement Act (CMIA), the following procedures have been implemented:

1. The individual District Manager for each Federal grant will review and prepare each payment request to ensure compliance with CMIA and related regulations.
2. The District's financial officer will, as an additional check, review the payment requests prepared by the Federal grant manager to ensure compliance with federal and state regulations.
3. Payment requests will be made for each Federal program on a monthly basis. If the amount to be requested in any month is \$500.00 or less, the District's financial manager may elect to carry over the sum until the succeeding month.
4. All Federal funds will be documented by an individual program and tracked by the District's financial officer.
5. The District's financial officer will monthly track Federal funds as individual expenditures in the District's general ledger.
6. The District's financial officer will have initial responsibility to ensure overall compliance of cash management requirements. The District's external auditor will monitor utilization of Federal funds to ensure compliance with federal and state cash management requirements.

**Financial Management**

**Investment of District Funds**

In achieving the District's investment objectives, District officials will be guided by the following criteria:

1. Legality – District funds will be invested only as permitted by the Constitution and Statutes of the State of Missouri as well as federal law and applicable federal regulations. Investments outside the legal requirements will not be permitted.
2. Safety – Safety of the District funds is the foremost objective of the District's investment program. Investments will be made in a manner that seeks to ensure the preservation of capital.
3. Liquidity – The District's investments will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Of necessity, District investments will consist largely of securities with active secondary or resale markets.
4. Yield – District investments will be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles. However, rate of return is less important than realizing the safety and liquidity objectives.

**Permissible Investments**

The following categories of investments are authorized for investment of District funds:

1. United States Treasury Securities – The District may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. United States Agency Securities – The District may invest in obligations issued or guaranteed by any agency/instrumentalities or any wholly owned corporation of the United States Government.
  - a. U.S. Government Agency Coupons and Zero Coupon Securities – Bullet coupon bonds with no embedded options and with final maturities of five (5) years or less.
  - b. U. S. Government Agency Discount Notes – Purchased at a discount with maximum maturities of one (1) year.

- c. U. S. Government Agency Step-Up Securities – The coupon rate is fixed for an initial term. At a coupon date, the coupon rate rises to a new, higher fixed term. This provision is restricted to securities with final maturities of five (5) years or less.
  - d. U. S. Government Agency Collateral Securities – Restricted to securities callable at par only with final maturities of five (5) years or less.
  - e. U. S. Government Agency Floating Rate Securities – The coupon rate floats off one index and resets at least quarterly with final maturities of three (3) years or less.
  - f. U. S. Government Mortgage Backed Securities – Restricted to securities with stated final maturities of five (5) years or less.
3. Repurchase Agreements – Such agreements must be purchased through approved broker/dealers and may not be entered into for periods in excess of ninety (90) days. Approved broker/dealers must have a signed Public Securities Association Master Repurchase Agreement on file with the State Treasurer’s Office. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices. Overnight and open repurchase agreements must be collateralized at 100% with approved securities. Term repurchase agreements must be collateralized at 100%. The market value of all repurchase agreement collateral will be reviewed at least weekly to determine collateral adequacy.
4. Collateralized Public Deposits (Certificates of Deposit) – Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as described in §§ 110.010 - .020, RSMo.
5. Commercial Paper – Investments are limited to paper which has received the highest letter and numerical ranking (A1/P1) as provided by Standard & Poor’s and Moody’s. Issues are limited to corporations that are organized and operating in the United States and have a total commercial paper program in excess of \$500,000,000 and have long term debt ratings, if any, of “A” or better from Standard & Poor’s and Moody’s. Such purchases may not exceed 180 days to maturity.
6. Banker’s Acceptances - Issuing banks for such bills of exchange or time drafts must have the highest letter and numerical rating by Standard and Poor’s and Moody’s. Such banks must be organized and operating in the United States. Banker’s acceptance agreements may not have maturity dates exceeding 180 days.

### **Prohibited Transactions**

1. Leveraged Borrowing for Investment Purposes – Leveraging is prohibited whether through a reverse repurchase agreement or otherwise.
2. Use of “Structured Note” – (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a “derivative” instrument (e.g. options, futures, swaps, caps, floors, and collars) is prohibited.
3. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculation on developments or trends in the market is prohibited.

### **Collateralization**

Collateralization will be required on two (2) types of investment: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the market value (including accrued interest) of the collateral should be at least 100%. For certificates of deposit, the market value of collateral must be at least 100% or greater of the amount of certificates of deposit plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Corporation.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five (5) business days from the settlement date.

### **Repurchase Agreements**

The securities for which repurchase agreements will be transacted will be limited to Treasury and government agency securities that are eligible to be delivered via the Federal Reserve’s Fedwire book entry system. Securities will be delivered to the District’s designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis.

All deposits placed in financial institutions must be at least 100% collateralized with approved securities. All securities, which serve as collateral against the deposits of a depository institution must be safekept at a nonaffiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts.

**Asset Allocation**

District investment will be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific classes of securities. At a minimum District investments will fall within the following minimum and maximum allocations.

<b><u>INVESTMENT TYPE</u></b>	<b><u>MINIMUM ALLOCATION</u></b>	<b><u>MAXIMUM ALLOCATION</u></b>
U.S. Treasuries/Securities having principal and interest guaranteed with the U.S. Government	0%	100%
U.S. Government Agencies and Government-sponsored Enterprise	0%	100%
U.S. Government Agency Callable Securities	0%	30%
Repurchase Agreements	0%	50%
Collateralized CDs/Time and Demand Deposits	0%	100%
Commercial Paper and Banker's Acceptances	0%	50%

**Maximum Maturity**

To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investment in bankers' acceptances and commercial paper will mature and become payable not more than 180 days from the date of purchases. All other investments will mature and become payable not more than five (5) years from the date of purchase.

**Internal Controls**

In keeping with the emphasis the Board has placed in ensuring the safety of public funds, the District will maintain and enhance its internal controls of funds. Every reasonable effort will be made to minimize the potential for loss of funds from fraud, employee error, misrepresentations by third parties, unanticipated changes in financial markets or imprudent actions by employees.

Investments that are downgraded below the minimum acceptable rating levels will be reviewed for possible sale within a reasonable time period. At least quarterly, the District's investments will be revalued to reflect prevailing market prices.

Internal controls to achieve investment safety include, but are not limited to:

1. Separation of duties;
2. Separation of transaction authority from accounting and record keeping;
3. 3<sup>rd</sup> Party Custodial safekeeping;
4. Clear delegation of authority;
5. Written confirmation of telephone transactions;
6. Documentation of transaction strategies;
7. Monitoring of ethics and conflict of interest provisions provided in this policy/regulation.

### **Reporting**

The Superintendent/designee will direct preparation of a report at least quarterly to the Board concerning the current status and performance of the District's investments. The quarterly investment report will include but not be limited to:

1. Investment type, issuer, maturity, par value, and dollar amount invested in all securities and monies held by the District.
2. Funds or investments managed by contracted parties.
3. Market value as of the date of the report and the source of valuation.
4. Citation of compliance with the District's investment policy/regulation or an explanation for noncompliance.
5. Statement of the ability or inability to meet expenditure requirements for six (6) months, as well as an explanation of why funds will not be available if that is the case.
6. Statement of the percentage of the District total investments which comprise each category of the investment set out herein.
7. Rating levels for commercial paper and bankers acceptances.

The quarterly investment report will be delivered at an open session of a regular meeting of the Board. A copy of the District investment policy/regulation will be provided to each outside manager of District investment funds. Commitment to compliance with this policy/regulation will be a precondition for initial placement of District funds. Adherence to District policies/regulations will be condition for continued retention as a manager of District funds.

**REV. 3/1**



**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; and
- 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 \$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 \$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; pre-award documents.

### **Bidding 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.

**Financial Management**

**Federal Awards – Allowable Costs**

**Allowable, Reasonable, Allocable Cost Principles**

**Allowable**

To be allowable under a Federal award, costs will meet the following criteria:

1. Be necessary and reasonable for the performance of the Federal Award and be allocable to the Award.
2. Conform to limitations or exclusions in these principles or in the Federal award as to types or amounts of cost items.
3. Be consistent with policies and procedures that apply uniformly to both federally–financed and other District activities that are non-Federal.
4. Be given consistent treatment. A cost may not be assigned as a direct cost if any other cost for a like purpose is assigned as an indirect cost.
5. Be in accordance with generally accepted accounting principles.
6. Not be included as a cost or used to meet cost sharing or matching request of any other federally financed project in either the current or a prior project.
7. Be adequately documented.
8. Be net of all applicable credits.

**Reasonable**

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a reasonable person under the prevailing circumstances. In determining reasonableness of a specific cost, consideration must be given to:

1. Whether the cost is generally recognized as ordinary and necessary for the operations of the District or the proper and efficient performance of the Federal award.
2. The restraints or requirements imposed by sound business practice and terms of the Federal grant.
3. Market prices for comparable goods or services for the District’s geographic area.
4. Whether District individuals involved in the Federal grant acted with prudence.
5. Whether the District has significantly deviated from its established practices and policies regarding the incurrence of costs.

**Allocable**

A cost is allocable to a particular Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the benefits received. This standard is met if the cost:

1. Is incurred specifically for the Federal award.
2. Benefits both the Federal award and other work of the District and can be allocated on proportions using reasonable methods.
3. Is necessary to the overall operation of the District and is assignable in part to the Federal award.

### **Allowability Procedures**

At the time of budgeting for a Federal award, all costs, direct and indirect, will be reviewed by the District's Federal Grant administrator to assure compliance with Federal allowability principles.

1. All purchase orders/invoices will be screened by the District's finance office to ensure consistency of the budgeted items with Federal allowability principles.
2. An annual risk assessment will be conducted consistent with 2 CFR Part 200.331(b).
3. The District's outside auditor will review compliance with Federal allowability standards as part of the annual audit.

### **Documentation of Personnel Costs**

Semi-Annual Certification – Where employees are expected to work solely on a single Federal award or cost objection, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the certification period.

### **Monthly Personnel Reports**

Where District employees work on multiple activities or cost objectives, a distribution of their salary and wages will be supported by personnel activity reports. Similar procedure will be used for District employees working on cost sharing or matching activities.

If the District elects to work under a substitute system for time and effort, the District will seek approval by DESE.

### **Stipends and Extra Duty Pay**

Where the District pays for extra work beyond an employee's regular contract; the District will have developed written documentation that demonstrates the extra work to be performed, the dates of performance, and the amount or rate to be paid to such employee. The employee must complete time and effort documentation that supports the extra work beyond the employee's regular contract. This documentation may be a semi-annual time certification or monthly personnel activity report.



## **FINANCIAL OPERATION**

**Regulation 3320**

### **Revenue**

### **Tax Rate Hearing**

The Board of Education will annually conduct tax rate hearing(s) prior to September 1. The purpose of the tax rate hearing process is to provide administrative recommendations, obtain community input and adoption of a tax rate. Notice of all tax rate hearings will be provided by posting in at least three District sites or publication in a local newspaper at least seven (7) days prior to the hearing. Written notice will include the District's assessed valuation, proposed tax rate, date, time and place of hearing and will advise where copies of the proposed tax rate may be obtained.

## **FINANCIAL OPERATION**

**Regulation 3330**

### **Revenue**

### **Bonded Indebtedness**

The Missouri state law guidelines shall serve to direct the Board's bonds issue. Guidelines currently include the following provisions:

1. A two-thirds vote is required to approve the issuance of bonds if the issue is not submitted at a general, primary or municipal election.
2. A four-sevenths vote is required before bonds may be issued if the proposal is submitted at a general, primary or municipal election.
3. Revenues from taxes levied for the purpose of satisfying bonded indebtedness, including principal and interest, will be recorded in the debt service fund.
4. Twenty years is the maximum number for which bonded indebtedness may be obligated.
5. Bonds shall be issued in denominations of one thousand dollars or multiples thereof.
6. The limit for District bonded indebtedness is 15% of the value of taxable tangible property as documented by the last completed assessment for state and county purposes.

**Revenue**

**Sale/Lease of Real Property**

If the Board of Education affirmatively votes to sell or lease unneeded real property, the sale will be conducted as follows:

**Listing with Real Estate Broker**

At its option, the Board may list the property with one or more real estate brokers licensed by the State of Missouri. In such cases, the Board is authorized to pay a commission upon successful completion of such sale or lease.

**Sales/Lease to Highest Bidder**

If the Board chooses not to list the unneeded real property with a real estate broker, the notice of the sale or lease will be published in a newspaper of general circulation in the community in which the District is located in whole or in part. Notice of the sale or lease will be published at least once a week for two consecutive weeks with the last publication to be at least seven (7) days prior to the sale or lease. Property will then be sold/leased to the highest bidder. The Board reserves the right, in its sole discretion, to set a minimum bid.

**Sale/Lease to City, State, or Governmental Subdivision**

The Board may also elect to sell or lease such real property to a city, state agency, municipal corporation, or other governmental subdivision located within the District for public use or purpose. In such case, the notice will be given by publication in a newspaper of general circulation as set out in the preceding section. The price for sale or lease of the property will be as agreed upon by the District and the governmental entity.

Regardless of how sold/leased, the lease or deed of conveyance will be signed by the Board President and attested to by the Board Secretary. The proceeds from such sale/lease, except for districts identified as financially distressed, will be placed in the capital projects fund.

**Disposal of Previously Donated Property**

If after ten years following the donation of real property, the District may sell the donated property after first offering to return the property to the previous owner. If the previous owner declines, the District may sell the property as surplus.

**Accounting and Reporting**

**Travel and Reimbursement**

**Travel Expense Allowance**

Upon recommendation of the Superintendent, approved by resolution of the Board, any employee may be authorized for purposes deemed beneficial to the District to discharge duties and to attend conference, meeting, conventions, etc., requiring absence from duty and travel outside the District, with or without allowance for expenses. When full expenses are allowed, they shall be deemed to include registration, transportation fees, lodging, and meals.

Each employee allowed travel expense shall file with the Superintendent/designee an itemized account of expenses incurred and shall be reimbursed provided that any such employee may request and receive an advance of estimated expenses subject to adjustment upon filing of the itemized account. Each employee shall submit to the Superintendent/ and/or designee(s) such other reports as may be required.

The Superintendent may authorize attendance at professional meetings by staff members, members of the Board of Education, and others working on School District matters, and may approve reasonable expenditures that may include an amount set annually by the School Board per diem for lodging, travel expenses, and applicable registration fees.

The Superintendent shall notify the Board of Education of the date and purpose of the event for which such approval is granted, name(s) of person(s) attending, and cost to the School District.

**Reimbursement Policies**

1. Mileage reimbursement is not authorized between home and office/base school.
2. Employees who travel directly from home to other than office/base school on official business are entitled to a mileage allowance of the distance in excess of that from home to office/base school. The same policy is applicable to return trips. In this case a reimbursement request must show that all mileage excludes round trip mileage from home to office/base school.
3. Employees who travel from school to school on official duty are eligible to receive authorized mileage from the first to the last school visited subject to the restrictions outlined in the paragraph above.

4. When transportation is performed by privately owned vehicle, mileage is authorized at the IRS approved reimbursement rate effective July 1 of each fiscal year.
5. When private transportation can be pooled, the driver of the vehicle is eligible to receive authorized reimbursement at the annually determined rate. When transportation pooling is not desired by the individuals concerned, each traveler will be limited to an equal share of the annually determined rate per mile.
6. In performing necessary local travel, personnel will use the most direct well-traveled route between any two points. Claims for mileage reimbursement will be for actual miles driven based on odometer readings.

### **Federal Award Programs**

If lodging and subsistence costs are charged directly to the Federal award, documentation must justify that:

1. Participation of the individual is necessary to the Federal award; and
2. The costs are reasonable and are consistent with the District's travel policy.

Such documentation may include any or all of the following:

1. Agenda
2. List of attendees
3. Prior written approval
4. Written qualification statement

Grant funds will not be used for temporary dependent care costs unless specifically permitted by the award's authorizing statute, regulation, or department.

## **FINANCIAL OPERATION**

## **Regulation 3450**

### **Accounting and Reporting**

#### **Sales Tax**

Suppliers or retailers selling rings, pictures, sweaters, jackets, school annuals, musical instruments, shoes and similar items, or renting of gowns, caps and other items which are for personal, individual benefit and use of a student, should include and collect the sales or use tax on such sales or rentals.

Purchase orders will designate if purchases are for school purposes and not for students' individual and personal ownership. If the purchases are for the school's purposes as part of its regular educational activities, no tax should be collected by the sellers. (Examples of nontaxable purchases: books, desks, school supplies and equipment; diplomas, medals, awards or cups; athletic, musical or other equipment and supplies purchased for the athletic and other departments; and items for the general use by or benefit of all students entered or engaged in regularly sponsored school athletic or other educational programs, classes, events or activities.)

Operators of vending machines or commissaries located in schools, but not operated by the schools or any school group, are required to report the tax on the gross receipts from these vending machines or commissaries operated by them (retailers).

Tax will not be collected on admissions charged to school plays or entertainment sponsored as a part of the regular school program, as such activities are considered occasional in nature. However, when entertainment or programs are put on by individuals, entertainers or groups who make this a business and receive as compensation a portion of the net receipts, then the sales tax must be collected on the admission charge even though sponsored by the school, and the profits, if any, are intended to be used for school purposes.

## **PERSONNEL SERVICES**

**Regulation 4120**  
**(Form 4120)**

### **Employment**

#### **Employment Procedures**

##### **Certificated Staff**

All staff members shall be appointed by the Board only upon recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it shall be the Superintendent's duty to make another nomination. All certificated teaching position vacancies shall be posted for a minimum of five (5) school days before the Superintendent recommends a qualified applicant to the Board for employment.

The Superintendent shall assure that all persons nominated for employment meet certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures shall assure that the principal or other administrator to be directly responsible for the work of the staff member has, to the extent possible, an opportunity to aid in his/her selection; however the final selection shall be made or approved by the Superintendent.

All candidates shall be considered on the basis of their merits and qualifications and the needs of the school system. In each instance the Superintendent and others playing a role in the selection shall seek to hire the best-qualified person for the job. No person shall on the basis of sex, race, religion, national origin, marital status, age or disability that will not impair performance be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment for recruitment, consideration, or selection, therefore, whether full-time or part-time, certificated or noncertificated, under any educational program or activity operated by the District.

To teach in the public schools of Missouri, the teacher must possess an appropriate and valid teaching certificate. The laws state specifically that the teacher must not assume that a portion of the school year can be taught before obtaining a certificate, because the certificate must be in force for the full time for which the contract is effective, beginning the first day of school. If the teacher does not already have a teacher's certificate or has not made arrangement to secure it, he/she should contact the office of the Superintendent/designee at once to make such arrangements. This certificate, along with official copies of transcripts showing all college hours and degrees must be kept on file with this office. If the certificate or letter of intent from the State Department is not on file, no salary payments will be made.

##### **Support Staff**

Letters of employment for support staff are issued as soon as feasible after salary schedule and terms have been approved by the Board. Since full-time employees begin their year on July 1, target date for issuance of letters of employment is as close to the beginning of the fiscal year as

possible. The work year for support staff personnel will be set by the Board based on classification and responsibilities.

Support staff employees will be paid on the Board-approved salary schedule.

### **Reassignment of Certified Staff and Support Staff**

The Board directs the Superintendent to assess the staffing needs of the District on an ongoing basis and to assign existing staff as necessary to meet those needs.

The Superintendent may reassign or promote certified staff and support staff to different positions and to different buildings, unless the reassignment or promotion would require a new or amended contract to be issued to the employee. Reassignment by the Superintendent may occur after a contract has been assigned and in the middle of a school year.

Positions that are filled by reassignment of an existing employee are not considered vacancies and do not need to be posted.

### **Immigration Reform and Control Act**

The federal Immigration Reform and Control Act requires all employers to hire only American citizens and aliens who are authorized to work in the United States in order to preserve jobs for those who are legally entitled to them. The District will implement the following procedures to assure compliance with the law:

1. Any employee hired after November 6, 1986, will complete an Eligibility Verification Form (Form I-9), and will produce documents that will establish his/her identity and eligibility to work. (Form I-9 contains a list of documents that will fulfill this requirement.)
2. The District will retain an individual's Form I-9 for three years after the date of hire or one year after the individual is terminated, whichever is later.
3. The form may be reviewed by the Department of Homeland Security (DHS) and potentially by other federal agencies. In order to minimize potential intrusion, Eligibility Verification Forms will be maintained separately from the employee's personnel files as stipulated in Policy 4860.

For further information concerning the procedures surrounding the Form I-9 or the District's obligations under the Act, consult the District office responsible for personnel matters.



**Missouri Automated Criminal History Site (MACHS)**

Applicants whose fingerprints have been taken as part of the MACHS criminal record check, as required by the District, are entitled to the following rights:

1. Notification that the applicant's fingerprints will be used to check the criminal history records of the FBI.
2. If the applicant is determined to have a criminal record, he/she will be provided with an opportunity to challenge the report.
3. Applicants determined to have a criminal history record will be advised of the procedure for obtaining a change, correction or update within Title 28 Code of Federal Regulation.
4. If the applicant has a criminal record history, the applicant will be given a reasonable amount of time to correct the record before employment is denied because of the criminal history.

**REV. 3/16**

## **PERSONNEL SERVICES**

## **Regulation 4130**

### **Employment**

#### **Certificated Staff Contracts**

##### **Probationary**

Teachers without previous teaching experience will receive a probationary contract for each of their first five (5) years of full-time employment or for the corresponding period of part-time service.

Probationary teachers will be notified in writing of the Board's intent to reemploy them for the next school year. This written notice will be provided on or by April 15. Teachers who are not provided a timely notice will be automatically re-employed for the next school year.

Probationary teachers will be provided with a written contract on or by May 15 and will be required to provide the Board with a written acceptance or rejection within fifteen (15) days of receipt of the contract. Failure to provide a timely acceptance of the contract will be deemed a rejection of the Board's employment contract.

##### **Permanent**

Permanent teachers will be provided with an indefinite contract as provided by state statute. Indefinite contracts may be modified by the Board on or before May 15 with respect to the school year and with respect to annual compensation. Permanent teachers will receive copies of contract modifications within thirty (30) days of Board adoption.

##### **Administrative**

All administrators will be provided with contracts of from one-to-three-year duration. Administrative personnel, other than the Superintendent, who are employed under a multi-year contract, will be notified on or before April 15 of the Board's wish to reemploy them in their present administrative position. Failure to provide a timely notice of reemployment will result in the administrator's reemployment in the present position and salary. Administrators employed on multi-year contracts and who are notified of renewal will receive a written contract on or by April 15 and will have fifteen (15) days to accept the contract.

The District currently requires certain administrators of the District to reside within the boundaries of the District. The Board believes this requirement is essential to successful leadership by District administrators. District administrators are expected to assume a leadership role in the community and consistently interact with the students and parents of the District. Furthermore, the District is funded in part by the taxpaying residents of the District. Accordingly, the Board of Education believes that by residing in the District, administrators will

demonstrate a greater loyalty to the community, increase support for the local tax base and have enhanced opportunities to interact with students, parents and patrons of the District.

The following provision of this Regulation does not apply to current Administrators who were issued contracts with notice that they are required to live in the District as part of their job requirements:

Current Administrators not living within the Independence School District boundaries:

- a. Will have until February 1, 2015 to establish residency within the District or their contract will not be renewed;
- b. Following the effective date of this Regulation, the salary for a current administrator will not be increased until such a time as they reside within the Independence School District boundaries unless otherwise required by contract; and
- c. Administrators may be offered a multi-year contract once residency has been established.

Current Administrators living within the Independence School District boundaries;

- a. May be awarded a multi-year contract.

Residency for purposes of this Regulation shall require Administrators to physically reside in, and maintain as their permanent residence, a domicile located within the boundaries of the District.

This regulation applies to all Administrators of the District. The term "Administrator" for purposes of this Regulation is defined as an individual who has contracted with the District to provide administrative duties including the supervision or evaluation of other employees.

Written requests for exemption from the requirements of this Regulation need to be sent to the Superintendent of Schools prior to commencement of a contract or prior to the administrator's relocation outside the Independence School District boundaries during the term of a contract. Relocation will only be considered based upon the employment requirements of a spouse. If an Administrator, who is subject to the residency requirements provided for in this Regulation, relocates outside of the District during the term of a contract without prior authorization by the Superintendent, such relocation may be considered a breach of the Administrator's contract and form the basis of the termination of the contract.

## **PERSONNEL SERVICES**

**Regulation 4220**

### **Personnel Assignment and Transfer**

#### **Certificated Staff Duties, Schedules, and Working Hours**

Teachers shall be on duty not less than 20 minutes before classes begin. Teachers may leave the building 20 minutes after classes are dismissed at the close of the school day. The arrival and departure time for all teachers may be flexible to accommodate instructional/student activities, emergency situations or other necessary meetings. Temporary adjustments to this schedule must be approved by the building administrator. In the event that building level needs so require, the Superintendent may grant a waiver related to the arrival and departure times provided herein, provided that the total 40 minutes set forth above are properly allocated elsewhere as time on duty.

It is recognized that professional duties and responsibilities extend beyond the student contact hours to include time for such activities as additional planning and evaluating, meetings, professional growth, parent conferences, sponsoring activities and participation in Open House and PTA meetings, if needed. These professional tasks will be equitably shared so that no staff member is given undue burdens.

#### **Snow/Emergency Days**

In the event that schools are closed due to snow or inclement weather, teachers are not expected to report for work.

#### **Duty Free Lunch**

Efforts will be made to provide an uninterrupted duty-free lunch period of at least twenty-five (25) minutes daily. When temporary, unanticipated emergency situations arise, teachers may not receive the full twenty-five (25) minutes.

The scheduling of lunch periods shall be determined by the building administrator or supervisor. Staff members may leave the school building during such periods; however, clearance must be made through the building principal/designee and a prompt return to assigned duties is mandatory.

## **PERSONNEL SERVICES**

**Regulation 4221**

### **Personnel Assignments and Transfer**

#### **(Non-Certificated) Support Staff Duties, Schedules and Working Hours**

The working hours for (non-certificated) support staff will be set by the Board of Education based on classification and responsibilities.

Personnel will not be permitted to trade lunch or break time in order to depart early.

#### **Overtime - Compensatory Time**

Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.

Individuals who work more than forty (40) hours during any work week will be awarded compensatory time off (“comp time”) or paid overtime. Comp time or overtime pay will be awarded at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.

1. Comp time may be accrued up to 240 hours (160 overtime hours). Overtime work beyond this maximum accrual will be monetarily compensated at the rate of one and one-half (1 1/2) times the individual’s normal hourly rate of pay.
2. Every effort will be made to permit the use of comp time at the earliest time mutually agreed upon by the individual and his/her supervisor. However, where the individual’s absence would unduly disrupt the District’s operations, the District retains the right to postpone comp time usage.
3. Individuals with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at one and one-half (1 1/2) times their final hourly rate of pay.

In the event a supervisor wishes to arrange mutually agreeable exchange of a workday (i.e., a weekend, or work on a holiday period day), such an arrangement must be reported to the Superintendent/Designee stating:

1. Dates involved
2. Reason
3. Exchange date(s) for compensatory time

Such exchanges are to be done at the earliest time possible, preferably by the next week, and are to be recorded appropriately on the attendance report.

Compensatory time or overtime pay is not authorized unless approved in advance by the Superintendent/designee upon recommendation of the employee's immediate supervisor.  
Employees who violate the overtime provision will be subject to disciplinary action.

**Emergency Closing Days**

In the event the schools, or at times a school, are closed due to snow, inclement weather, or for any other emergency reason, designated employees will report to work as per the established District procedure.

December 04

## PERSONNEL SERVICES

Regulation 4320

### Absences, Leave and Vacation

#### Personnel Leave

##### **Paid Sick Leave**

Sick leave may only be used for illness of the staff member or a member of the immediate family of the employee or spouse. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. The Superintendent/Designee may request a physician's statement regarding an absence and/or verification that the employee may return to work. Sick leave may not be used on days in which the employee engages in other employment for which remuneration is received.

The employee is required to contact the building principal or immediate supervisor each day to report the need to be absent due to personal illness.

Full-time employees are allowed sick leave to include nine (9) days per school year plus one (1) day for each additional full contract month beyond a regular nine-month contract.

Regularly appointed part-time certificated teachers are allowed the proportionate part of sick leave as determined by their assigned schedule.

Part-time support staff employed to work between 25-37.49 hours per week will be eligible to receive the following leave benefits:

- 9 month part-time support staff employees - 5 sick days (2 of which can be used as a personal day)
  - 3 Bereavement Days
- 10 month part-time support staff employees - 6 sick days (2 of which can be used as a personal day)
  - 3 Bereavement Days
- 11 month part-time support staff employees - 7 sick days (2 of which can be used as a personal day)
  - 3 Bereavement Days
- 12 month part-time support staff employees - 8 sick days (2 of which can be used as a personal day)
  - 3 Bereavement Days

Sick leave days will accumulate to 75 days. Bereavement days do not accumulate.

**Rev. 6/06    Rev. 8/15**

During the first year of employment, sick leave time shall accumulate at the rate of two (2) days per month until allowable days are accumulated. During the second and subsequent years of employment, annual allowable sick leave days are accumulated immediately upon assuming responsibilities during said year and are designated current days. Sick leave days not used each year shall accumulate and total accumulated sick leave shall be capped at 75 days effective June 30, 2019. To be eligible to draw from current sick leave, an employee shall have actually assumed his/her school duties for the year in which such leave is drawn. Cumulative

time may be drawn irrespective of current days. Deductions from such leave time shall be made only for school days missed and not holidays.

As of June 30, 2019, the District will cap the number of reimbursable days for unused sick leave at 75. The days will be paid at the prevailing Board approved rate at the employee's time of retirement, with the exception of the grandfathered employees identified in the next paragraph.

For employees with more than 65 days of accumulated sick leave on June 30, 2004 the following provision will apply. Upon retirement, the June 30, 2004 accumulated sick leave total, if unused, will be reimbursed at the prevailing Board approved rate at their time of retirement. The maximum number of days the District will reimburse any employee grandfathered under this provision is the total identified on June 30, 2004 – minus any days sold back to the District in the 2004-2005 school year.

Upon retirement all unused sick leave days shall be redeemed at the prevailing Board approved rate per day. Rev. 8/15/05

Upon the death of a staff member, the surviving spouse or the beneficiary so designated in the Public School Retirement System of Missouri shall be paid for up to 75 days of accumulated sick leave days, unless a grandfathered employee, at the prevailing Board approved rate per day.

Substitute teachers placed on reserve teacher status are allowed sick leave of one (1) day for each twenty (20) consecutive days of assignment. These days are only cumulative during each appointment period and are only available for use during that appointment period. Rev. 6/28/04

Employees may be reimbursed for up to twenty (20) unused sick leave days annually, payable in December, at the Board approved rate. The employee's total number of accumulated sick leave days at the time of reimbursement cannot be less than 75 sick leave days. To receive reimbursement for unused sick leave days, the employee must notify Human Resources by October 1<sup>st</sup> in writing that he or she wishes to participate.

### **Personal Leave**

Each full-time employee shall be granted three (3) days of personal leave annually, limited to no more than ten (10) percent of each building staff usage on any given day. Regularly appointed part-time teachers shall be granted the proportionate part of personal leave as determined by their assigned schedule. Rev. 7/8/2003

Personal leave days are to be deducted from current or accumulated sick leave.



Buildings with less than ten (10) full-time staff equivalent will be considered eligible for one personal leave approval under this limitation.

Personal leave is authorized for personal business and should not be used for other employment for which remuneration is received or for vacation time.

Personal leave will not be granted on the day immediately before and immediately following authorized holidays, holiday weekends, or vacation periods, as defined by the adopted school calendar.

Personal leave may not be used on the opening and closing contract day or the first and last pupil attendance day of each school year.

Use restrictions, other than the allotted days, will be waived when airports and/or roads are closed due to inclement weather occurring while involved in out-of-area travel, personal business activities, and professional development activities that are approved by the Human Resources office and the building principal. Personal business activities under this restriction must be accompanied by a written request explaining the reason for the leave.

Personal leave will be administered by the building principal or the immediate supervisor.

### **Authorized Leave**

No staff member shall be absent from regular assignment for the purpose of attending professional meetings without the prior approval and authorization of the Superintendent of Schools.

The Superintendent of Schools may direct or request a staff member to attend such meetings, as in their opinion, shall serve the best interest of the schools. In this instance, the District shall assume the cost of meals, transportation, and lodging as well as costs of substitutes. No deductions shall be made from salary or leave time.

Teacher association officers and/or delegates will be given authorized absences to attend regular business sessions of the state and national associations. Absences for such purposes shall not exceed seven (7) per school year. The association will reimburse the district the substitute rate per day for each day of absence. Teacher association activities will be conducted outside the regular classroom hours.

Upon request, the Superintendent of Schools may grant an employee special permission to discharge the duties of an officer in a state or national professional education association to which the employee has been elected or appointed. The association concerned must provide total reimbursement to cover the salary and fringe benefits of the employee. In such cases, the

employee will retain all District benefits and will be considered a current employee of the District.

Upon request, tenured certificated employees shall be granted a leave of absence of up to one year in order to run for public office. If elected, further extension may be requested annually from the Board of Education. At the conclusion of this public service, the employee may request to be reinstated according to the provisions of the return from leave of absence policy.

### **Authorized Leave of Absence Without Pay**

Each certificated staff member who desires a special leave of absence without pay must submit a written request for said absence to the Superintendent of Schools/Designee. Each request shall be considered on the basis of its individual merit. Salary reduction will be the annual salary divided by the number of contract days for each day of absence under this provision.

### **Action**

All administrators who process conference and workshop requests shall inform their personnel of these guidelines prior to making any recommendation and forwarding the request.

### **Bereavement Leave**

In the event of death in the immediate family of the employee or spouse, bereavement leave may be used. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. A maximum of three (3) days may be used in any school year for bereavement purposes. Bereavement leave is not accumulative. Bereavement leave will not be deducted from accumulated sick leave.

If in any school year additional leave is required for Bereavement purposes, these days will be deducted from sick leave. The administration reserves the right to request confirmation of the event.

### **Emergency Leave**

Emergency Leave not to exceed the allotted number of days listed in items a. through d. of this section of policy, may be granted yearly to each full-time employee, upon approval by the Superintendent of Schools/Designee for the following reasons:

- a. critical illness in the immediate family of the employee or spouse, or death in the immediate family of the employee or spouse (provided bereavement leave has been used). Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law,

- grandchild, or non-family residing within the staff member's home (not to exceed 10 days);
- b. marriage in the immediate family (not to exceed 5 days);
  - c. employee's divorce (not to exceed 5 days);
  - d. obligations incurred by an employee through the process of adopting a child (not to exceed 5 days).

When practicable, emergency leave must be requested in advance of the absence. Any days taken as emergency leave, shall be deducted from current or accumulated sick leave.

All regularly appointed part-time certificated employees will be given a proportionate allotment of Emergency Leave.

NOTE: Emergency leave will not be interpreted to include (1) absence because of weather and road conditions or lack of transportation; or (2) illness of employee. Rev. 6/28/04

### **Leave for Jury Duty**

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding will be granted leave, not to be deducted from accumulated sick leave or personal leave. A copy of the summons must accompany the leave form.

### **Military Leave**

An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of Missouri to report for military duty, including training, shall be eligible for a grant of military leave.

Application for military leave shall be made in advance, as soon as practicable after the employee becomes aware of his/her obligation to report and immediately upon the employee's receipt of official notice to report. A copy of the official orders must be added to the leave application. The Superintendent/Designee must approve the application. Emergency mobilization orders shall be dealt with on an individual basis.

The District recognizes that employees who receive notice to report for duty typically are not provided with discretion as to when to report. However, whenever an employee has a choice as to when to report for military duty, the employee's military leave shall be arranged during periods in which school is not in session. When the employee is given a choice as to when to report for duty, the Superintendent/Designee may request that the employee seek a change in military orders if such a change appears in the best interest of the District.

Employees shall receive leave with pay for up to 120 hours of military leave in each federal fiscal year. Additional military leave shall be without pay, except as required by federal and state law.

Each employee shall furnish a copy of the employee's military payroll voucher to the Superintendent/Designee within thirty (30) days of the employee's return to regular assignment so that the necessary salary adjustments can be made.

Employee eligibility for reinstatement after military duty is completed shall be determined in accordance with federal and state laws. Rev. 7/8/2003

### **Leave of Absence**

Upon the recommendation of the Superintendent/Designee and the approval of the Board, an employee of the District may be granted a leave of absence for non-Family and Medical Leave Act (FMLA) child care, education, or other good cause. Such leave is renewable upon written request for one additional year only. Application for leave is to be made in writing to the Superintendent/Designee via principal/supervisor and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students. Requests for leave for an entire school year should normally be made in writing before March 1 of the preceding year.

If leave is approved by the Board, the employee is not paid for the period of the leave. Insurance benefits may be continued by the employee by making all payments to the Payroll Office, one month in advance.

Whenever a leave of absence has been granted by the Board to the end of the school year, the employee must notify the Superintendent in writing by the first day of March of an intention to resume his/her position at the beginning of the next school year. Failure to notify the Superintendent/Designee of such intention will be regarded as a resignation.

Upon completion of an approved leave, provided proper notification is given, a teacher will be re-employed by the District unless placed on involuntary leave of absence if tenured; or, if notified of non-renewal of contract by April 15 if a probationary teacher.

If desired, and whenever feasible, the employee will be placed in the same or equivalent position to the one held prior to the approved leave.

The employee shall not lose accumulated sick leave or experience credit on the appropriate salary schedule when employment is resumed at the conclusion of the officially granted leave.

NOTE: Leave of absence without pay under the provisions of this regulation does not apply as service towards tenure for probationary teachers.

**Rev. 6/2019**

**COVID-19 Leave Without Pay**

For the 2020-2021 school year only, employees may request to be placed on a leave of absence without pay for up to eight (8) weeks by submitting a written request to the Superintendent or designee. Requests will be approved as determined appropriate by the Superintendent or designee. While on this leave, staff members will not receive salary or benefits, except that the District will pay its portion of the staff member's health insurance premium. The staff member will be responsible for paying to the District his or her own portion of the premium during this period of leave in order to maintain health insurance coverage. This option for leave will sunset on June 30, 2021.

**REV. 9/2020**

**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. **Serious Health Condition** - 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 care 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 Serious Health Condition **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. Treatment - 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 be 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. Qualifying Exigency – 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. Covered Service Members – 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. Covered Veteran - 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. Instructional Employee - 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 twelve-month 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 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, an employee shall exhaust all unused vacation, 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.  Serious Health Condition  – 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. **Care for Military Caregiver** – The District may require a Certification of Military Caregiver Leave, 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. **Possibility of Waiver of Certification** – 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. Birth or Placement - 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. Non-Instructional Employees - 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. Instructional Employees - 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 (25<sup>th</sup>) 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. District Notification Procedure – 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. **Employee Notification Requirements** – 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.

**PERSONNEL SERVICES**

**Regulation 4331**

**Absences, Leave and Vacation**

**Vacation**

Vacations shall be accrued in accordance with the number of full months worked since the previous July 1. Employees who are terminated from service in the District before taking vacation shall receive vacation pay prorated in accordance with the number of full months worked since the previous July. However, employees who terminate with less than six months service after July 1 will receive no vacation benefits.

Vacations must be taken at a time convenient to the District and must be approved by the immediate supervisor of the employee and/or the Administrator of that department.

Twelve Month Employees

All full-time twelve (12) month employees shall be entitled to take vacation with pay, as accrued each year of employment in the District, based on the following schedule:

<u>Length of Service</u>	<u>Earned Vacation</u>
Less than six (6) months	None
Six (6) months to one year	5 workdays
One (1) year to five (5) years	10 workdays
Five (5) years and over	15 workdays
Ten (10) years and over	18 workdays
Twenty (20) years and over	20 workdays

Eleven Month Employees

All full-time eleven (11) month employees shall be entitled to take vacation with pay, as accrued each year of employment in the District, based on the following schedule except for those that are grandfathered (employed prior to August 2011):

<u>Length of Service</u>	<u>Earned Vacation</u>
Less than six (6) months	None
Six (6) months and over	5 workdays

As of June 30 of each year, up to one-half of the annual vacation allotment for certificated and grandfathered personnel, if unused, will be compensated at the employee's current daily rate. This compensation will be included in the July paycheck. All other vacation days, if unused by June 30, will be forfeited.

**Professional Activities, Training and Professional Growth**

**General Professional Development**

All regularly employed teachers must have a bachelor's degree acceptable for certification by the Missouri Department of Elementary and Secondary Education.

In order to advance upon the experience steps of the salary schedule, all teachers who have not earned and been granted a master's degree must fulfill the requirements for professional improvement:

Five (5) semester hours of credit shall be earned by each teacher within each succeeding five-year period of teaching service in The School District of Independence. Any exception to this rule shall be by special action of the Board of Education.

The five hours of required credit may be earned as follows:

- (a) regularly granted college semester hours as evidenced by a transcript from an accredited institution, provided the courses have a direct relationship to the teaching assignment;
- (b) one (1) credit hour for each ten (10) hours of participation in workshops, seminars, curriculum study committees, or local in-service courses that have been approved, organized, planned and executed under the supervision of the Office of Educational Programs;

Failure to meet the professional improvement requirements will result in ineligibility for additional wage benefits until such requirement is fulfilled. Those who qualify and submit appropriate verification by August 10 will advance one increment step for the complete year, effective September. Those who qualify and submit verification by August 10 will advance one increment step for the complete year effective in October.

In order to advance to the additional preparation columns of the salary schedule requiring graduate level preparation, the acceptable credit will be semester hours from an accredited graduate school and must be acceptable toward a graduate degree granted by the college or university.

## **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.

**Local Business Externships for Professional Development**

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.

**Local Business Externships for Credit**

Teacher externships are practical experiences in which a teacher, supervised by the District, gains experience at a business located in Missouri through observation and interaction with employers and employees. Requirements for teacher externships to be considered the equivalent to graduate level credit hours for salary schedule purposes will be developed by the Department of Economic Development and Department of Elementary and Secondary Education by July 1, 2020.

Teachers who satisfy graduate-level credit equivalences will receive appropriate credit on the District's salary schedule if the District's salary schedule considers a teacher's completed credit hours in graduate-level courses on its salary schedule. Unless reauthorized by the General Assembly, the teacher externship program will expire on September 2024.

**Professional Activities, Training and Professional Growth**

**Conferences and Travel**

In order to conservatively use funds and to provide an equal opportunity for staff to attend conferences, the following guidelines are established with respect to requests to be away from assigned duties in order to attend workshops and conferences:

1. Requests will be submitted in sufficient time to the Superintendent/designee fourteen (14) days prior to scheduled Board meetings. Further, requests must be submitted in sufficient time for Board approval prior to the date of the conference workshop.
2. The District will only pay membership registration fees, with nonmembers being reimbursed only for member fees.
3. Normally, no more than two persons from each school will attend conferences, depending upon available funding.
4. For major conferences held locally (reading, math, curriculum and instruction, etc.), normally only two (2) days of release time should be approved in order to permit attendance by as many teachers as possible.
5. The equitable allocation of travel funds to schools and offices will be the responsibility of the Superintendent/designee.
6. Conference requests need to have an invitation or pamphlet attached for verification of activity and a brief rationale for the request.
7. Conference attendees will not be paid unless a "report of conference" and verification of expenses are submitted.
8. Request to attend professional conferences in order to sell items or man booths for professional organizations will not be approved.
9. Employees must state on application whether or not the sponsoring organization is paying the conference attendee any "honorarium" or travel expenses. An employee receiving an honorarium must use a vacation or personal leave day. Otherwise, the honorarium must be remitted to the District.

**Action**

All administrators who process conference and workshop requests shall inform their personnel of these guidelines prior to making any recommendation and forwarding the request.

## **PERSONNEL SERVICES**

## **Regulation 4505**

### **Compensation**

#### **Salary Schedules**

#### **Certificated Staff**

Employees shall be classified for salary schedule purposes upon issuance of contracts for each school year and shall be placed on the schedule according to their training, experience, position, and any other factors which may be included in the schedule. Contracted employees must request change and submit evidence of additional professional preparation that affects their classification on the salary schedule. Changes in contractual status shall become effective at the beginning of the school year for those who qualify on or before September 1. Those who qualify on or before January 10 will be reclassified on that date and will receive one-half the adopted increase for that school year.

An annual increment when authorized shall be given as long as satisfactory service is rendered.

Increments for teaching experience or the equivalent outside the district may be allowed to a maximum of ten (10) steps. The number of steps to be allowed shall be based on the degree of similarity of such experience and the teacher's assignment within the District. This allowance shall be determined by the Superintendent of Schools and shall be established at the time of first employment in the District.

Allowable credit for active military service shall be one step for each twelve (12) months or major fraction thereof to maximum credit of four (4) steps. Military credit in addition to teaching experience credit shall not exceed five (5) steps.

Personnel entering the system during periods of salary schedule adjustments will not enter the salary schedule above a teacher frozen on a given step with comparable experience.

Personnel returning to the District following a break in service shall receive credit for all accumulated service time in the District and shall be placed on the step of the salary schedule they would have been entitled to for the next year of service had they remained under contract. Teaching experience outside the District during the break in service to this District will not exceed the allowed years referenced in the third paragraph above.



**PERSONNEL SERVICES**

**Regulation 4510**

**Compensation**

**Long-Term Disability Insurance Benefit**

Beginning October 1, 2004, Board paid long-term disability insurance will be provided for eligible employees (25 or more hours per week).

The long-term disability insurance plan may be accessed after 90 calendar days, which is approximately 65 workdays.

Long-term disability insurance can only be used for the illness of the employee.

Prior to accessing the long-term disability insurance, all accumulated sick leave must be exhausted.

Added 6/28/04

## **PERSONNEL SERVICES**

**Regulation 4540**

### **Compensation**

#### **Group Insurance Benefits**

The insurance program for all school personnel who are eligible shall be determined by the annual school budget as first approved by the Board of Education.

(There may be years in which the amount determined by the Board to be set aside for personnel insurance benefits will not equal the total amount required by the coverage carrier. The employee must pay the difference or elect not to participate in the program.)

If the employee elects not to take the Board benefit, the Board is not obligated to reimburse the employee an equal amount of the benefit not taken.)

The final date for notification of participation in the health benefit by the employee is the date set by the insurance company.

Group insurance benefits are made available to full-time personnel, as defined by the District and/or the insurance provider.

## **PERSONNEL SERVICES**

## **Regulation 4650**

### **Performance Evaluation**

#### **Communication with Students by Electronic Media**

“Private Electronic Communication” is any communication, appropriate or inappropriate, that is facilitated through electronic means (including, but not limited to, e-mail accounts, social media, software applications, text/voice/video chat software, websites, webpages, or cell phones) that is not readily and immediately accessible to the public. Examples of Private Electronic Communications include, but are not limited to: sending e-mails to students from any e-mail account including a district e-mail account, texting students, accepting Facebook friend requests from students or sending Facebook friend requests to students, posting on a student’s Facebook wall, sending messages to students through the Facebook messenger, direct messaging students on Twitter, messaging with students via Gchat or other text messaging software, video chatting with students such as through Skype, Google Hangout, or FaceTime, communicating with students through software applications that do not make such communications accessible to the public, and communicating with students through websites or webpages that are not accessible to the public.

Employees are strictly prohibited from engaging in Private Electronic Communications with students unless they have received prior written authorization from building administration or in the case of an emergency. Employees who receive student-initiated, Private Electronic Communications from students must report such communications to their building principal and copy or blind copy the building principal on any response.

This policy does not preclude electronic communication between teachers and their siblings and children who may be district students.

"Public Electronic Communication" is any communication consistent with an appropriate teacher-student relationship that is facilitated through electronic means (including, but not limited to, social media, software applications, websites, or webpages) that is readily and immediately accessible to the public. Examples of Public Electronic Communications include, but are not limited to: establishing and communicating with students through websites or webpages that can be accessed by the public, establishing a professional Twitter account that is visible to the public and not protected, communicating with students via public tweets, and establishing a public Facebook page for your class.

Employees are permitted to engage in Public Electronic Communications with students. As set forth in Policy 4650, Public Electronic Communications with students must be professional, respectful, consistent with a teacher-student relationship, and appropriate.

Employees are prohibited from posting pictures or videos of students on social media, software applications, websites, or webpages and from identifying students by name in posts on software

applications, websites, webpages, or social media, except student's pictures and first names may be posted where written consent has been obtain as explained below. For example, employees are prohibited from posting pictures of students in the classroom or participating in extracurricular activities on Twitter or on a class webpage and from naming specific students in posts on Facebook or other social media.

If an employee has obtained written consent from the student's parent/guardian or from the student if the student is 18 years old or older, then the employee may post a picture of the student and/or the student's first name only on software applications, websites, webpages, or social media.

Nothing in this Regulation prohibits teachers from utilizing official electronic media provided by the district for communicating with students for dissemination of school-related information (*i.e.*, homework, practice schedules, supplemental instructional material) and for collaborative tasks. These resources shall be used strictly for instructional, curriculum-based, or educational purposes. Such use of electronic communication is encouraged in support of new curriculum and student/teacher standards for educational technology integration.

**PERSONNEL SERVICES**

**Regulation 4710**

**Separation**

**Resignation: Certificated Staff**

Certificated employees who wish to resign should address a letter of resignation to the Superintendent/Designee and the principal/supervisor to be presented to the Board of Education. Resignations shall only become effective by release by the Board of Education. The letter should state reasons, and an effective date for the resignation.

The Board will require a teacher wishing to terminate his or her contract to pay liquidated damages in order to compensate the District for the costs of finding a suitable replacement, training expenses and other disruptions. Because the actual damages will be difficult to ascertain, the payment of liquidated damages set forth herein is a reasonable estimation.

Resignations of teachers under contract will be considered according to the following conditions:

- 1) Resignations must be submitted in writing to the Board of Education accompanied by a certified check or money order for the proper amount of liquidated damages. The check will be returned if the teacher is not released from his or her contract.
- 2) Liquidated damages will be assessed as follows:

Date Resignation Submitted	% of Teacher's Base Salary Amount*
After June 1 but prior to June 15	3%
After June 14 but prior to July 1	4%
After June 30 but prior to July 15	5%
After July 14 but prior to August 1	6%
After August 1	8%

\* The teacher's base salary amount shall be based upon the base teachers' salary included in the salary schedule for the following school year adopted by the Board of Education.

In the event that a newly hired teacher or a probationary teacher signs a contract for the following school year, and wishes to be released from his or her contract from the date of execution of the contract of employment but prior to June 15, the calculation of liquidated damages will be 3% of the teacher's base salary amount, and such teacher must apply for release from his or her contract of employment in accordance with the procedure set forth previously herein.

In the event that a resignation is not approved by the Board and the teacher breaches his or her contract of employment, the Board may pursue any lawful remedies and exercise any lawful rights including, but not limited to, monetary damages and an action to seek revocation of the teacher's certificate of license to teach.

The Board reserves the right to evaluate the assessment of liquidated damages and further reserves the right to waive liquidated damages on a case-by-case basis.

**Rev. 8/15**

**Separation****Nonrenewal/Termination: Probationary Teacher**

Pursuant to section 168.126.2, RSMo. (Supp. 1992), the Board of Education may choose to non-renew a probationary teacher's contract for the coming school year or may choose to terminate a probationary teacher's employment during the term of a contract in accordance with the following procedures:

**Nonrenewal**

1. On or before the 15th day of April in each school year, the Board of Education will notify in writing each probationary teacher whose contract will be nonrenewed for the next school year.
2. A probationary teacher is not entitled to a warning, a probationary period, notice of charges, nor a hearing prior to the Board's decision to nonrenew the contract of a probationary teacher.
3. A probationary teacher whose contract is nonrenewed may request a concise statement of the reasons for the Board's decision.
4. The District will issue a notice to the teacher if the reason for nonrenewal is due to a decrease in pupil enrollment, District reorganization or the financial condition of the District.

**Termination of Employment During the Term of a Contract**

1. If, in the opinion of the Board of Education, a probationary teacher is performing his/her professional duties in an incompetent or insubordinate manner, the Board (of Education)/Superintendent will provide the teacher with a written statement setting out the deficiencies in the probationary teacher's performance and will provide the teacher with a ninety (90) day probationary period within which to resolve the deficiencies.
2. If improvement, satisfactory to the Board (of Education), has not been made during the 90-day probationary period, the Board of Education may terminate the employment of a probationary teacher. Prior to consideration of termination, the Board/Superintendent will provide the probationary teacher with a written Statement of Charges and Notice of Hearing. Upon request, the Board will conduct a due process hearing to consider termination.
3. The Board of Education may also terminate a probationary teacher's contract during the term of a contract for statutory causes as listed in Policy 4730.

**Separation**

**Termination of Contract: Permanent Teacher**

Pursuant to state statute, the Board of Education may terminate the contract of a permanent teacher at anytime during the teacher's employment in accordance with the following procedures:

**Termination for Incompetency, Insubordination and Inefficiency**

1. Permanent teachers considered for possible termination for incompetency, insubordination, and inefficiency will be provided with a notice of performance deficiencies and an opportunity to resolve the noted deficiencies. The notice of deficiencies will advise the teachers of the specific performance concerns which if not resolved may result in dismissal charges being filed. At the time the notice of deficiency is issued, a District administrator will be appointed to work with the teacher to assist in remediation.
2. The period of remediation will extend for a period of not less than thirty (30) days. In individual cases the period of remediation may be set for a period of time in excess of thirty (30) days. However, even where the remediation period is set for longer than thirty (30) days, if satisfactory improvement is not made, the remediation period may be terminated at any time after expiration of thirty (30) days. A meeting will be conducted between the teacher and designated administrator at the beginning of the period of remediation. The purpose of this meeting will be to review the notice of deficiency and to discuss the procedures to be utilized during the remediation period.
3. If any of the previously noted deficiencies have not been resolved by the end of the period of remediation, the Board or the Superintendent may authorize issuance of a Statement of Charges and a Notice of Hearing. The Statement of Charges will list the incidences of deficient performance that occurred during the period of remediation. The Notice of Hearing will advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may vote to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing before the Board will be held no sooner than neither twenty (20) days nor later than thirty (30) days after receipt of the Statement of Charges.

**Termination for the Remaining Statutory Causes**

1. In cases other than incompetency, insubordination or inefficiency, there will be no notice of deficiencies and no period of remediation. These procedures are not followed due to the gravity of the charges.



2. The dismissal process for cause under this subsection is initiated by a Statement of Charges and a Notice of Hearing. The Statement of Charges will provide the teacher with the alleged acts of misconduct which, if proven, may result in termination. The Notice of Hearing will advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may vote to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing will be held no sooner than twenty (20) days nor later than thirty (30) days after receipt of the Statement of Charges.

**Separation**

**Reduction In Force: Certificated Staff**

**Procedures**

1. The Board and the Superintendent acting to maintain the highest quality education program will determine which positions need to be reduced or eliminated. In making this decision, the focus will be on the position and not upon the person filling the position.
2. Once it has been determined which positions are to be reduced or eliminated, the identity of the teacher to be placed on involuntary leave of absence will be decided. In identifying teachers, the following rules will be applied:
  - a. Probationary teachers will be the first teachers to be placed on leave within each area of specialization to be reduced. The selection of a specific probationary teacher will be made in the best interests of the instructional program.
  - b. If no probationary teachers, or an insufficient number of probationary teachers, are employed in the area to be reduced, permanent teachers will be considered for placement on involuntary leave. Permanent teachers will be selected on the basis of performance-based evaluations and seniority. However, seniority will not be controlling unless the performance-based evaluations are equal. In comparing the performance-based evaluations of permanent teachers, each teacher's three most recent summative evaluations will be considered.
  - c. In no case will a permanent teacher be placed on a leave of absence while probationary teachers are retained in positions for which the permanent teacher is qualified.

**Reinstatement**

1. Permanent teachers will be recalled in the inverse order of their placement on leave of absence – the last laid off, first recalled.
2. The District will not employ new teachers while there are District teachers on leave under this regulation who are properly qualified to fill such positions.
3. Probationary teachers will be recalled in the order best determined by the Board based upon the instructional needs of the students.

4. Failure to report to duty on the reinstatement date, without Board approval, will constitute a breach of contract and will terminate the employment of the teacher.
5. Leaves of absence under this regulation will continue for a period of up to three (3) years unless extended by the Board. If a teacher has not been recalled during this period, the teacher's employment will automatically terminate.

**Additional Consideration**

1. The tenure status of teachers placed on leave under this regulation will not be impaired because of such leave.
2. Teachers placed on leave under this regulation may engage in teaching or another occupation during such leave.

**Due Process**

1. Permanent teachers will be given a written statement of the reasons for the selection for involuntary leave under this regulation.
2. Upon request, the permanent teacher will also be provided with the following:
  - a. Description of the procedure used to implement the reduction in force.
  - b. The information relied upon by the Board and the administration in making reduction in force decisions.
3. Permanent teachers, upon written request, will also be provided with an opportunity to appear before the Board and to convince the Board that they were erroneously selected for involuntary leave under this regulation.

**Separation**

**Reduction in Force: Non-Certificated Staff**

1. Non-Certificated Staff placed on unrequested leave of absence because of a reduction-in-force (RIF) shall receive consideration for other District jobs for which they qualify. The unrequested leave of absence shall extend for a period of one (1) year.
2. Each non-certificated employee, while on unrequested leave, shall keep the Human Resource Office informed, in writing, of his/her current address and telephone number.
3. During the leave period the employee shall retain his/her seniority and accumulated sick leave for consideration and use upon recall.

**Staff Welfare**

**Employees with Communicable Diseases**

If an employee has, or has been exposed to an infectious or contagious disease or is reasonably believed to have an infectious or contagious disease the following guidelines apply:

1. The employee may be required to undergo a medical examination at District's cost by a physician of the District's choosing.
2. While a determination is made concerning the status of an employee, that employee may be placed on a paid leave of absence. Except in unusual circumstances such leaves will not exceed ten (10) days.
3. If the employee is determined to be infectious or contagious, he/she will be required to take such leave as provided by Board policy until it is medically determined that the employee is no longer able to transmit the disease.
4. Where a question exists concerning an employee's status, an individual assessment of the employee will be completed by a review team comprised of the employee's physician, a school nurse, a physician selected by the District, a county health official, the Superintendent and the employee's supervisor. Other individuals may be included, as is reasonably necessary and as designated by the Superintendent.
5. The review team will consider all available medical evidence and will determine the employee's medical condition, the employee's ability to return to work and whether the employee's infectious status requires any restrictions on the employee's work assignment. Normally the team will be convened within seventy-two (72) hours of notice of the employee's contagious status. The employee's status will be reviewed thereafter as appropriate.
6. The written determination of the review team is subject to an appeal to the Board of Education where determination shall be final.

## **PERSONNEL SERVICES**

**Regulation 4830**

### **Staff Welfare**

#### **Board/Staff Communications**

##### **Staff Communications to the Board**

Communication to the Board from District employees concerning personnel matters or personal complaints shall be filed in writing with the Superintendent. However, this procedure will not be construed as denying the right of any employee to appeal to the Board (regarding alleged misapplication of policy or administrative decisions) provided that the Superintendent shall have been notified of the forthcoming appeal and that it is processed in accordance with Board policies and regulations on staff complaints and grievances. Moreover, this policy will not be construed to preclude resident staff members from exercising their rights to discuss matters of public concern in the same manner as other District residents.

All regular meetings of the Board are open for the public to attend. As such, they provide an excellent opportunity to observe the Board's deliberations on problems of staff concern. Staff members may participate in Board meetings in accordance with the policies and regulations regarding public participation at such meetings. Further, at times and with the knowledge of the Superintendent, the Board may invite staff members to speak at Board meetings or to serve on advisory committees to the Board.

##### **Board Communications to Staff**

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the Superintendent, and the Superintendent will employ such media as are appropriate to keep the staff fully informed of the Board's concerns and actions.

**Staff Welfare**

**Conflict of Interest**

The prohibition against conflicts and apparent conflicts of interest includes but is not limited to:

1. Central Office administrators shall not engage in or have a substantial interest in furnishing of real or personal property, commodity, equipment, supplies or services to the District either directly or through an outside representative, except as provided in this paragraph. A substantial interest includes ownership by the employee, the employee's spouse or a member of the employee's household of 10% or more of a business entity or annual receipt by the employee, employee's spouse, or member of the employee's household of \$1,000 or more in salary or other remuneration from a business entity. A business entity in which a District employee has a substantial interest may do business with the District provided competitive bids are obtained and the lowest bid is accepted.  
**Rev. 6/06**
2. Employees shall not make use of mailing lists or other information gained solely as a result of the employee's position with the District to either sell directly or indirectly services or merchandise to students or their parents who reside within the District. As provided by Board policy, this prohibition does not apply to student tutoring.
3. Employees shall not solicit or receive any payment or thing of value which might influence performance of the employee's duties.
4. Employees shall not disclose to any person, not otherwise entitled, information gained by virtue of the employee's duties or otherwise use such information for personal gain.
5. Employees shall not engage in outside employment which interferes with performance of the employee's duties. This prohibition includes outside employment which is performed during school hours or involves the use of school resources.

If an employee is in doubt concerning whether certain acts violate this regulation, the employee must seek an opinion from the Superintendent.

**Staff Welfare**

**Staff Dispute Resolution (Grievance Procedure)**

A. Definitions

1. “Grievance” - A claim by an employee or employees that a written Board policy or administrative regulation has been violated or misapplied. This policy is not applicable to the content of performance evaluations nor to decisions for which state statute provides a means of resolving disputes i.e. non renewal, termination, and reduction in force.
2. “Day” - When the dispute resolution policy requires certain action to be taken within a specific number of days, *days* means working days and specifically excludes weekends and school holidays. When counting days, begin with the first day following the event.

B. Informal Resolution

1. Employees who believe that a written Board policy, or administrative regulation has been violated, must meet with their immediate supervisor within ten (10) days of the alleged violation.
2. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

C. Formal Process

1. Step One - Immediate Supervisor - If the dispute is not resolved within four (4) days of the informal conference, the employee may initiate the formal procedure by completing the District Dispute Form and submitting the form to the employee’s immediate supervisor.
  - (a) A completed District Dispute Form must be submitted to the employee’s immediate supervisor within ten (10) days of the informal conference.
  - (b) Within four (4) days of receipt of the completed District Dispute Form, the immediate supervisor will schedule a meeting with the employee and the employee’s representative, if desired.
  - (c) Within ten (10) days of this conference, the immediate supervisor will provide the employee with a written response to the dispute.



2. Step Two - Superintendent's Designee. If the employee is not satisfied with the resolution at Step One, the employee may refer the dispute in writing to the Superintendent.
  - (a) To proceed to Step Two, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step One decision.
  - (b) Upon receipt of the District Dispute Form, the Superintendent shall designate a District employee to hear the Step Two dispute.
  - (c) Within four (4) days of receipt of the District Dispute Form, the Superintendent's designee shall schedule a conference with the employee and the employee's representative if desired.
  - (d) Within ten (10) days of the conference the Superintendent's designee will provide the employee with a written response to the dispute.
  
3. Step Three: Review by the Superintendent - If the employee is not satisfied with the resolution of Step Two, the employee may refer the District Dispute Form to the Superintendent for direct review.
  - (a) To proceed to Step Three, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Two decision.
  - (b) Within four (4) days of receipt of the District Dispute Form, the Superintendent shall schedule a conference with the employee and his/her employee representative, if desired
  - (c) Within ten (10) days of this conference, the Superintendent will provide the employee with a written response to the dispute.
  
4. Step Four: Board of Education Review - If the employee is not satisfied with the resolution at Step Three, the employee may refer the District Dispute Form to the Board for their consideration.
  - (a) To proceed to Step Four the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Three decision.

- (b) At the next regular Board meeting following the submission of the District Dispute Form, the Board will consider the dispute and determine whether to conduct a formal review of the dispute.
- (c) If the Board determines that a formal review is not necessary, the decision at Step Three becomes final.
- (d) If the Board determines that a formal review is warranted by the dispute, the Board will set a date for formal review.

Procedures for Formal Review.

- (e) At formal review both parties are entitled to be represented by legal counsel.
- (f) Procedures for formal presentations of the dispute are determined by the Board in its discretion.
- (g) Within ten (10) days of the formal review, the Board will provide the employee with its written decision.
- (h) The decision of the Board is final and binding on all parties.

D. Miscellaneous Provisions

1. Failure to Comply with Timelines
  - (a) Failure of an employee to comply with the timelines provided in the procedures above, will result in final rejection of the dispute.
  - (b) Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.
2. Witnesses or Documentation - Neither party to a dispute will be permitted to add witnesses or documentation which was not provided at preceding steps.
3. No Retaliation - No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

4. Sexual Harassment or Civil Rights Grievances – The provision does not limit the right of any employee to file grievances under Board Policy and Regulation 4810 – Sexual Harassment, or Policy and Regulation 1310-Civil Rights, Title IX, Section 540.

E. Procedure for Association Claims

1. Informal Resolution – If the Association believes there has been a violation, misinterpretation, or misapplication of any written laws, policy, rules, orders, administrative regulations, procedures, or the association agreement, representatives of the Association must meet with the Superintendent prior to filing a formal grievance. The purpose of this information conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.
2. Formal Process
  - (a) Step One – Superintendent - If the Association believes the dispute is not resolved, they may within ten (10) days initiate the formal grievance procedure by completing a District Dispute Form and submitting the completed form to the Superintendent. Upon receipt, the Superintendent shall again meet with the parties of interest. Within ten (10) days of this meeting, the Superintendent will render a written decision and the reasons for the decision to the Association representatives.
  - (b) Step Two – Appeal to Board of Education – Any appeal of this decision by the employee group shall be made in writing to the Board of Education within ten (10) days following receipt of the decision. The Board of Education shall meet with the parties of interest and render a decision on the appeal and the reasons therefore in writing no later than the close of the second regular Board meeting following receipt of the appeal.

F. Third Party Representation

1. District employees shall have the right to third party representation when asked to meet with a building level administrator and/or an immediate supervisor when/if a professional improvement plan or job threatening written reprimand is to be discussed. This provision shall not apply if the meeting is the first meeting on a particular issue called by the administrator or supervisor and the only persons in attendance are the employee and the administrator or supervisor. This does not include actions that must be taken immediately.

2. Any subsequent meetings on the same topic, or in which multiple administrators or supervisors are present, or a job threatening professional improvement plan (certificated) or job threatening written reprimand (support staff) is issued shall allow for employee third party representation, if requested by the employee.
3. This representative must either be a district employee or an employee group representative.
4. Meetings which would allow for a third party representative must be scheduled a minimum of 72 hours in advance, unless this provision is waived by the employee.
5. The representative may confer with the employee but shall not be a spokesperson for the employee.
6. All parties involved in such meetings shall conduct themselves in a professional manner.
7. The addition of the opportunity for third party representation at the building level does not change an employee's right under current policy to have third party representation at meetings regarding employment issues with district level administration.

**Staff Welfare**

**Driver Drug Testing**

**Definitions**

For purposes of this Regulation, the following terms are defined:

1. *Alcohol* — the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. *Clearinghouse* - The Commercial Driver's License Drug and Alcohol Clearinghouse ("the Clearinghouse") is an online database that gives employers and state and federal agencies real-time information about certain drug and alcohol violations committed by commercial driver's license and commercial learner's permit holders. The purpose of the data base is to make information about such violations easier to access and to avoid situations where drivers/applicants intentionally fail to disclose prior work history and prior testing history to a different employer. Records of drug and alcohol program violations will remain in the Clearinghouse for five years or until the driver has completed the return-to-duty process.
3. *Driver* — any person who operates a commercial motor vehicle (CMV) or is required by the District to hold a commercial drivers license (CDL). Driver includes, but is not limited to, full time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers and independent, owner-operated contractors. For purposes of pre-employment/pre-duty testing, driver includes a person applying to the District for a position that involves the driving of a commercial motor vehicle.
4. *Employee* — an individual subject to drug urine and breath alcohol testing. For purposes of pre-employment testing, employee includes an applicant for employment.
5. *Federal Regulation* - The regulation entitled "Controlled Substances and Alcohol Use and Testing" 49 CFR Part 382.
6. *Medical Review Officer (MRO)* — a licensed physician responsible for receiving laboratory results generated by the District's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant medical information.
7. *Safety-Sensitive Function* — a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, is ready to perform or is

immediately available to perform any safety-sensitive function. Safety sensitive functions include the following on-duty functions: all time at a facility waiting to be dispatched; all time inspecting or servicing a commercial motor vehicle; all time spent at the driving controls of a commercial motor vehicle; all time, other than driving time, spent on or in a commercial motor vehicle (except sleeping time); all time loading or unloading a commercial motor vehicle, assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

8. *Substance Abuse Professional* — a person who evaluates employees who have violated a department of Transportation (DOT) drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.

### **Covered Employees**

Those District employees who are subject to the prohibitions and mandatory testing requirements of this regulation include all transportation workers, including, but not limited to, bus drivers and maintenance workers, who:

1. Hold commercial drivers licenses; and
2. Who perform safety-sensitive functions at any time during the course of their employment.

### **Program Coordinator**

The Board designates the District's Manager of Transportation to be the Substance Abuse Professional to ensure that the District's employee alcohol and drug program is implemented in accordance with federal regulations and District policy and regulations. The Substance Abuse Professional will also be responsible for collecting and maintaining all records required by federal law. The Substance Abuse Professional's name, address and telephone number will be provided to all covered employees.

## **ALCOHOL MISUSE PREVENTION AND TESTING PROGRAM**

### **Prohibitions**

1. No driver shall use or possess, and the District shall prohibit a driver from using or possessing, alcohol while on duty or while performing a safety-sensitive function.

2. No driver shall use, and the District shall not permit a driver to use, alcohol for a minimum of four (4) hours before performing a safety-related function.
3. No driver shall perform, and the District shall not permit a driver to perform, safety-sensitive functions, where the driver is found, through testing conducted in conformity with federal rules, to have an alcohol concentration of 0.04 or greater until the driver has been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional, and undergoes a return-to-duty test in which the driver tests at less than 0.02 for the presence of alcohol.
4. A driver who tests, through testing conducted in conformity with federal rules, at levels of 0.02 to 0.039 for the presence of alcohol shall be prohibited from performing, and shall be removed by the District from performing, safety-sensitive functions until the start of the driver's next regularly scheduled duty, but not less than 24 hours after the test was administered, and until he/she tests below 0.02.
5. A driver who exhibits behavior and/or the appearance characteristics of alcohol misuse will be prohibited from performing, and will be removed from performing, safety-sensitive functions until the driver tests at less than 0.02 for the presence of alcohol.
6. No driver required by federal law, or independent District policy, to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever comes first.

### **Administration of Alcohol Tests**

Alcohol testing will be conducted through the use of a federally approved evidential breath testing device (EBTD), and by a trained breath alcohol technician (BAT), in accordance with federal regulations. The District will contract with an outside agency or organization to provide alcohol testing in accordance with federal regulations. The contract will provide that the alcohol testing site (1) must afford aural and visual privacy to the person being tested, and (2) must be secured while the testing is taking place.

## **DRUG MISUSE PREVENTION AND TESTING PROGRAM**

### **Prohibitions**

1. The District prohibits the unauthorized use of controlled substances. Illicit use of drugs, including medical marijuana, by safety-sensitive employees is prohibited on or off duty.
2. No driver shall report for duty or remain on duty, and the District shall prohibit a driver from reporting for duty or remaining on duty, when the driver uses any drug, unless the drug

is taken pursuant to the instructions of a physician who has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.

3. The District may require a driver to notify it or the medical review officer of any therapeutic drug use if the driver tests positive, through testing conducted in conformity with federal law, for any controlled substance.
4. Following a determination through testing conducted in conformity with federal law that a driver has engaged in prohibited use of drugs, the District will remove the driver from performing safety-sensitive functions and will refer the driver to a substance abuse professional. The District will not permit the driver to return to the performance of safety-sensitive functions until the driver submits a verified negative test result and completes any rehabilitation required by a substance abuse professional.

### **Administration of Drug Tests**

1. **Collection Site** - The District will contract with an outside agency or organization to serve as a collection site for the collection of urine samples for laboratory drug testing. The District will ensure that collection site personnel follow federally prescribed rules for the collection of urine samples. The District will ensure that the collection site generally ensures aural and visual privacy for the person giving the sample. The collection site person will be required to split the sample into two bottles (the primary specimen and the split specimen). Following completion of a chain of custody form, the collection site person will seal and ship both bottles to a laboratory certified by the Department of Health and Human Services for analysis.
2. **Laboratory Analysis** - The District will separately contract with a certified laboratory to perform the required drug analysis. If the primary specimen tests negative for drugs, the laboratory will dispose of the split specimen. If the laboratory confirms that the primary specimen tests positive, the laboratory will retain the split specimen to ensure that it remains available for testing.
3. **Medical Review Officer** - The District will contract with a Medical Review Officer. The MRO will receive and review all laboratory results generated by the District's drug testing program and will report the results to the District's designee as required by federal regulations. In the event the MRO receives a confirmed positive test result from the laboratory, the MRO will make every reasonable effort to confidentially contact the driver and give him/her the opportunity to provide a legitimate, alternative medical explanation for the positive result. If the MRO is unable to reach the driver directly, the MRO shall, in accordance with federal regulations, contact the District's designee who shall direct the driver to contact the MRO as soon as possible. The designated management official shall



employ procedures that ensure, to the maximum extent practicable, that the requirement that the employee contact the MRO is held in confidence. If the MRO determines that there is a legitimate alternative medical explanation for the positive result, the MRO will report the drug test as being negative. If the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive. If the employee is contacted by the designated employer representative but does not contact the MRO within five days, the MRO may verify the test as positive. If neither the MRO nor the designated employer representative has been able to contact the employee within fourteen (14) days after making all reasonable efforts, the MRO may verify the test as positive. If the MRO verifies the presence of illegal, controlled substances, the covered employee has seventy-two (72) hours to request that the split specimen retained by the laboratory be sent to another certified laboratory for analysis. If the split specimen fails to confirm the presence of illegal, controlled substances, the employee's test will be reported as negative.

## **REQUIRED TESTS**

Pursuant to federal law, the District will require that all covered employees submit to the following tests:

### **Pre-Employment Testing**

1. Before any driver can perform a safety-sensitive function, the driver must take a controlled substances test with a verified negative result.
2. This testing is required of applicants and of employees transferring to a covered position. Testing for newly hired drivers shall be conducted prior to the employment offer, but in any event before commencing safety-sensitive functions. If an applicant refuses to submit to pre-employment alcohol and/or drug testing, the District will remove the applicant from employment consideration.

### **Post-Accident Testing**

1. Pursuant to federal law, all drivers will be required to submit to drug and alcohol testing as soon as practicable after any accident (a) involving the loss of life or (b) after any accident in which the driver receives a citation for a moving violation, if the accident involved either (1) bodily injury to any person who, as a result of the accident immediately receives medical treatment away from the scene of the accident, or (2) disabling damage to one or more motor vehicles which requires the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. Pursuant to its independent authority, the District requires all drivers to submit to drug and alcohol testing after any accident in which the driver was performing safety-sensitive functions.

2. All post-accident testing shall be conducted within the federally prescribed time periods. If a test is not conducted within the required time periods, then the District will not require the driver to submit to a test and the Program Coordinator, in accordance with federal regulations, will prepare and maintain on file a report and submit it to the Department of Transportation (DOT) documenting the reason(s) why the test was not promptly given.
3. Prior to performing safety-sensitive functions, all drivers will be instructed on the necessity for post-accident testing and the procedures to be followed for post-accident testing so that the drivers can comply with federal regulations.

### **Random Testing**

1. The District will conduct random, unannounced testing for drugs and alcohol for covered employees. The District's designee will establish a scientifically valid random selection method and will select covered employees using this method at unpredictable dates and frequencies throughout the testing year. Under the selection method, each covered employee will have an equal chance of being selected for each testing date.
2. Each year, the number of random alcohol tests conducted by the District will equal at least 25% of the average number of covered employees. Each year, the number of random drug tests conducted by the District will equal at least 50% of the average number of covered employees.
3. Random alcohol testing will be conducted just before, during, or just after a covered employee's performance of safety-sensitive duties. Random testing for drugs does not have to be conducted in immediate time proximity to the performance of safety-sensitive functions.
4. Once notified of selection for testing, the covered employee must proceed immediately (or as soon as possible) to the collection site for testing.

### **Reasonable Suspicion Testing**

1. The District will require covered employees to be tested for drugs and/or alcohol when the driver's supervisor and/or other properly trained District officials determine that there is reasonable suspicion to believe that the driver has violated the provisions of this Policy.
2. All determinations that reasonable suspicion exists will be only by trained individuals and will be made solely on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. Possession of alcohol, standing alone, will not lead to reasonable suspicion testing.

3. Covered employees will be required to submit to reasonable suspicion testing only if the required observations are made by a trained supervisor or District official during, just preceding, or just after the period of the work day that the covered employee is performing a safety-sensitive function.
4. The District designates the Program Coordinator as the District official who will receive the requisite training to determine whether reasonable suspicion exists to require a drug test and/or an alcohol concentration test.
5. The District designee will be responsible for making and signing a written record of the observations leading to reasonable suspicion testing for drugs and/or alcohol. With respect to drug testing, the District designee will ensure that this written record is completed within twenty four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

### **Return-to-Duty Testing**

1. When a driver is determined, by testing in conformity with federal regulations, to have an alcohol concentration of 0.04 or greater and/or a verified positive test result for drugs, the District will refer that driver to a substance abuse professional. The substance abuse professional will determine what assistance, if any, the driver needs in resolving problems related to drug or alcohol abuse.
2. Before a driver can return to the performance of safety-sensitive functions, the driver must be evaluated by a substance abuse professional to ensure that he/she has completed any necessary rehabilitation. The driver must also submit the results of (1) an alcohol concentration test showing an alcohol concentration of less than 0.02 and (2) a verified negative drug test.
3. Once the employee's violation of federal regulation has been reported to the Clearinghouse, the employee may not resume safety-sensitive functions until an inquiry is made to the Clearinghouse which demonstrates that the employee completed the return-to-duty process.

### **Follow-Up Testing**

1. When a covered employee who has violated prohibited alcohol and/or drug standards returns to the performance of safety-sensitive functions, he/she will be required to submit to follow-up testing.
2. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after the employee returns to duty. Follow-up testing may be extended for a period not to exceed 60 months following return to duty.

### **Refusal to Submit to Testing**

1. Federal regulations require covered employees to submit to required testing. When a covered employee refuses to submit to testing, or engages in conduct that obstructs the testing process, the test will be considered to be positive and the driver will, in accordance with federal regulations, be prohibited from performing safety-sensitive functions until all preconditions are satisfied.
2. Refusal to submit or to provide a specimen has the same sanctions under the federal regulations as a positive test. Any employee who fails to provide adequate breath or urine for testing must obtain, as soon as possible after the attempted test, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's inability to provide a sufficient specimen. If the physician determines, in his/her reasonable medical judgment, that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient quantity, the employer's failure shall not be deemed a refusal to take a test. The physician shall provide the District a written statement of the basis for his/her conclusion. If the licensed physician, in his/her reasonable medical judgment, is unable to make such a determination, the employee's failure to provide an adequate specimen shall be regarded as a refusal to take a test and a violation of this Policy.

### **TEST RESULTS, CONFIDENTIALITY AND RECORD RETENTION**

#### **Employee Records**

1. All employee testing records are confidential and the District will ensure that all testing records are maintained in a secure location with controlled access. Test results and other confidential information may be released by the laboratory, the breath alcohol technician or the MRO only to designated District officials and/or the substance abuse professional. Any other release of confidential information is only pursuant to federal regulations or with the employee's written consent.
2. Covered employees are entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including records of tests and test results.
3. The District will report drivers' drug and alcohol program violations to the Clearinghouse within three (3) business days after District administrators become aware of the violation.

### **District Record Keeping and Retention**

The District will comply with all federal record keeping and retention requirements. In addition, the Program Coordinator will maintain and compile all required statistics and reports and submit those reports to the necessary federal agencies. The District will notify the Director of the Department of Revenue within ten (10) days of notice that a District driver has failed a drug, alcohol or chemical test administered pursuant to this regulation. The District will retain records of all Clearinghouse inquiries obtained on applicant/driver for a period of three (3) years.

### **Evaluation, Referral and Rehabilitation**

Employees who violate the alcohol and drug misuse rules will be referred to a substance abuse professional for evaluation and will be advised of the available resources for evaluation and treatment. Any treatment or rehabilitation will be provided in accordance with the health insurance, medical or other benefit plan, or under applicable labor or collective bargaining agreements. The District is not required to provide rehabilitation or pay for treatment. In addition, the District is not required to hold the employee's position or to reinstate the employee to a safety-sensitive position.

### **Consequences for Violations**

Pursuant to federal regulations, the District will remove from the performance of safety-sensitive functions any covered employee determined to have violated the provisions of this Policy and will refer to a substance abuse professional those drivers who, based on testing conducted in conformity with federal regulations, have an alcohol concentration of 0.04 or greater and/or are determined to have a verified positive test result for drugs.

Based on its independent authority, the District reserves the right to impose additional consequences for violation of the provisions of this Regulation, including, but not limited to, placing the covered employee on indefinite unpaid leave or termination.

### **Federal Driver's Drug and Alcohol Clearinghouse**

The District fully participates in the federal Commercial Driver's License Drug and Alcohol Clearinghouse (hereinafter "Clearinghouse"). The purpose of the Clearinghouse database is to make information about driver drug and alcohol violations easier to access and to avoid situations where driver/applicants intentionally fail to disclose prior work history and prior testing history to a different employer. The goal of the program is to provide safe transportation for District students.

### **Registration with the Clearinghouse**

School officials will register with the Clearinghouse at <https://clearinghouse.fmcsa.dot.gov/Register>.

The District authorizes the Director of Transportation to report information to or obtain information from the Clearinghouse and will verify the identity of that person annually.

### **Employee Notification**

The District will give notice to employees who are subject to the federal drug and alcohol testing requirements and will report the following to the Clearinghouse:

1. Drug and alcohol program violations;
2. Verified positive or adulterated test results;
3. Refusal to submit to DOT mandated test;
4. Any alcohol or controlled substance use that is prohibited by federal regulations; and
5. Information concerning employees' follow-up and return-to-duty tests.

Each covered employee must sign a receipt indicating that he/she has received educational materials that explain the requirements of the federal alcohol and drug testing regulations and the District's policies and procedures relating to compliance with meeting their requirements.

### **Employee and Applicant Clearinghouse Inquiries**

#### **Pre-Employment Inquiry**

1. All applicants who would be subject to this policy if employed by the Board must consent in writing to the release of any information gathered pursuant to federal regulation by any previous employers and must give written or electronic consent to any information sought by school officials of the Clearinghouse.
2. Before employing any applicant subject to this policy, school officials shall obtain, pursuant to the applicant's written consent, all records maintained by the applicant's previous employer regarding violations of federal regulation in the three years prior to the inquiry date. School officials will also seek information from the Clearinghouse to obtain any information regarding the applicant's violation of federal regulation.
3. If school officials obtain information from the applicant's previous employer or from the Clearinghouse that the applicant committed a violation of federal regulation and has not subsequently completed the return-to-duty process under federal law, the applicant may be disqualified from employment.

#### **Annual Inquiry**

School officials will conduct a limited inquiry of the Clearinghouse at least once per year for each employee subject to this policy pursuant to the employee's written or electronic consent in order to determine if there is information about the employee in the Clearinghouse. If information exists about the employee, school officials will conduct a full query of the

Clearinghouse within 24 hours of initiating the limited inquiry.

**REV. 4/20**

## **SUPPORT SERVICES**

## **Regulation 5110**

### **Buildings and Grounds Management**

#### **Buildings and Grounds Maintenance and Inspection**

Each building principal shall give attention to the condition of the buildings in his/her care as to cleanliness, heating, ventilation and general maintenance, in order to safeguard the health, safety and comfort of the students and employees. Principals shall report conditions needing attention to the Director of Buildings and Grounds.

The principal of each school shall regularly inspect and identify any hazardous conditions in his/her area of supervision and promptly report them in writing to the Superintendent's designee. The reports will identify conditions and suggest corrections. The designee shall regularly report to the Superintendent regarding such conditions and plans to correct.

The Superintendent/designee is directed to maintain a proper preventive maintenance program and include adequate funds to sustain this program in the budget recommendation. Provisions of this program should include the following:

1. The Director of Buildings and Grounds and building principals will periodically inspect the buildings and grounds and report findings to the Superintendent.
2. Improvements and additions to the buildings and grounds will be made as established by capital outlay line items approved in the budget by the Board.
3. An adequate custodial services program for all buildings will be maintained.
4. School grounds and fields will be maintained and improved when necessary to ensure a safe, functional and attractive environment.
5. District buildings and equipment will be repaired, painted and replaced as needed.
6. Obsolete equipment will be identified.



## **SUPPORT SERVICES**

## **Regulation 5130**

### **Building and Grounds Management**

#### **Energy Conservation Measures**

The conservation measures outlined below should be emphasized at the beginning of each heating season. School principals should advise students and faculty members to dress appropriately to offset lower building temperatures. Department heads should advise their personnel of conservation measures put into practice. The cooperation of all concerned will be necessary to make this conservation program successful. Continued emphasis on the need to conserve energy is necessary.

#### **During the Heating Season**

1. Lower thermostats to obtain a building temperature of 72 degrees Fahrenheit during the day. Kindergarten, shower, and locker room thermostats may be adjusted to maintain a 74 degree Fahrenheit room temperature.
2. Adjust heating setback switches to obtain nighttime building temperatures of 60°. All schools are to activate setback switches at the close of school. Where possible, school building thermostats will be set at 55 degrees Fahrenheit to further conserve fuel resources.
3. Pay particular attention to door and window closures to reduce heat costs.
4. The Maintenance Division staff will coordinate with school principals on efficient mechanical use to insure minimum mechanical operations.
5. The Maintenance Division staff will assess outside air intake systems and adjust where needed to reduce heat loss.

#### **During the Cooling Season**

1. Hold cooling levels for air-conditioned areas at not lower than 74 degrees Fahrenheit during working hours. Activate setback switches at 4:00 p.m. unless the physical plant is specifically exempt to provide comfortable temperatures for special programs in a school.

#### **Other**

1. Insure that classroom lights are out when not in use. Night custodial staff will use minimum lighting necessary to accomplish tasks.

2. If a special hardship is sustained by an activity, an appeal may be made to the school principal, and Supervisor of Buildings and Grounds, in turn, for an exception to policy.
3. Drivers of public school vehicles are reminded of the State Air Pollution Control Board regulation which prohibits the running of vehicle engines for more than three minutes when the vehicle is parked, except when the engine provides auxiliary service other than for heating or air conditioning. Fuel economy is enhanced by eliminating unnecessary engine idling when idle time exceeds one minute.

## **SUPPORT SERVICES**

## **Regulation 5210**

### **Safety, Security and Communications**

#### **Hazardous Materials**

The District will follow procedures outlined below in order to comply with the Asbestos Hazard Emergency Response Act of 1986 (AHERA):

1. Contract with accredited/certified agencies to conduct inspections of school buildings for asbestos-containing materials.
2. Follow recommended procedures to control the release of asbestos fibers upon completion of asbestos inspections.
3. Develop a management plan which lists corrective steps and long-range maintenance of asbestos control procedures. This report shall be made available to the public and filed with appropriate state agencies.
4. Post warnings on all areas containing asbestos and notify students, parents, and employees regarding the afflicted areas.

**Safety, Security and Communications**

**Accident Reporting**

The following guidelines are to be used to determine whether or not a report is to be completed.

A report should be completed when:

1. The accident requires that a doctor be called.
2. The accident results in absence of student for one-half day or more.
3. The accident results in a serious injury.
4. When in doubt about whether or not a report is needed, complete one.

**Accident Report Procedure**

1. The building administrator, designee or nurse initiates the report.
2. The person in charge at the time of the accident complete the Accident Report form.
3. The Accident Report form is returned in one day to the building office and is forwarded to the principal.
4. The principal reviews the report and makes a recommendation for correction action to be taken or notes action taken.
5. The principal forwards the original copy to the Superintendent/designee. A copy remains in the school.
6. The Superintendent/designee is responsible for evaluation of the report. It is to serve as a basis for a safety and accident prevention program.

Reports will include:

1. Date, time and place of accident.
2. Name and address of injured person(s).

3. Name of staff member(s) in attendance.
4. Type of accident.
5. Personal injuries incurred.
6. Treatment given.
7. Description of the accident.
8. Property damage incurred.
9. Name and address of any parties with first-hand information regarding the accident.
10. Name of staff member making the report.
11. Date and time of parent/guardian notification.

All reports shall be sent to the Superintendent. The Superintendent shall report to the Board in writing all serious accidents and shall also submit to the Board periodic statistical reports on the number and types of accidents occurring in the School District.

**Safety, Security and Communications**

**Weather, Earthquake and Fire Emergencies**

The Board recognizes the necessity for a planned safety program to ensure to the extent possible a safe environment for students, staff and visitors. The responsibility for ensuring safe conditions throughout the District is shared by the Board, Superintendent and staff. The Superintendent, at the Board's direction will be responsible for the development and implementation of a safety program to include, but not be limited to, weather, fire and civil defense emergencies.

The Superintendent/designee is authorized to dismiss schools, at his/her discretion, because of hazardous road conditions or other conditions which would make the operation of schools impractical or hazardous to students and staff.

At the direction of the Superintendent/designee, building principals will determine areas in each building which, in the principal's opinion, are best suited for the protection of students and staff during civil defense emergencies. School will not be dismissed in the case of civil defense alerts or tornado warnings.

The Superintendent/designee will provide for fire inspections on an announced and unannounced basis for each building. The Superintendent/designee will also be responsible for remedying unsafe conditions in school buildings which have been reported by local fire marshals acting in their official capacity. Building principals are responsible for preparing a fire drill and emergency exit plan for their buildings. Exit plans will be posted in each classroom and reviewed with the students on a regular basis. Fire drills will be conducted during the first full month of school and on a quarterly basis thereafter to ensure safe and efficient exit in the event of an emergency.

**Earthquake Emergency Procedure System**

At the direction of the Board, the District has established and implemented an earthquake emergency procedure system for each school. In developing and implementing its earthquake emergency procedure, the District has obtained assistance from the Missouri Emergency Management Agency.

The earthquake emergency procedure will include, but not be limited to, the following components:

1. Building disaster plans to monitor the safety and care of students and staff.
2. At least two earthquake emergency preparedness drills in each school per school year.

3. Specific procedures and protective measures to be taken before, during and following an earthquake.
4. Awareness and training for students and staff concerning the District's earthquake emergency procedure system.

The District's earthquake emergency procedure system is available for inspection in the District's administrative offices during normal business hours.

At the beginning of each school year, the District staff will distribute to students the earthquake awareness and safety information prepared by the Federal and Missouri Emergency Management Agencies.

## **SUPPORT SERVICES**

## **Regulation 5410**

### **Inventory Management**

### **Inventory Requirements**

#### **Federal Program Equipment and Supplies**

##### **Definitions**

*Equipment* - Tangible, nonexpendable personal property having a useful life of more than a year and an acquisition cost of \$1,000.00 or more per unit.

*Supplies* - All tangible personal property other than equipment. Computing devices are supplies if cost is less than \$1,000.00.

##### **Additional Tracking Requirements**

The District will maintain effective control over and accountability for all funds, property, and other assets. Regardless of cost, the District will maintain effective control and will safeguard all assets and will ensure that they are used solely for authorized programs.

##### **Equipment Disposition**

The District will use equipment used in the Federal program for which it was acquired as long as needed whether or not the program continues to be supported by the Federal award.

When equipment acquired under a Federal award is no longer needed for the original program, the District will dispose of the equipment as follows:

1. Items with a current per unit fair market value of \$5,000.00 or less may be retained, sold, or otherwise disposed of with no further obligation.
2. Items with a current per unit market value in excess of \$5,000.00 may be retained by the District or sold.
3. Sales procedures will comply with Policy 3390.



**Transportation****Student Transportation Services**

Pupil transportation is a necessary auxiliary service and an integral part of the total educational program of the District. The time students spend on the bus exerts an important influence on the physical and mental condition that students bring to the classroom. Therefore, the major objectives of the pupil transportation program are as follows:

1. Provide the means by which students can reach school under safe and healthful conditions with as little time on the bus as is reasonably necessary.
2. Provide for an efficient and economical transportation system.
3. Adapt transportation to the requirements of the instructional program.

Any student whose conduct on a school bus is improper or jeopardizes the safety of other students may have his/her right to school bus transportation suspended for such period of time as deemed proper by the Superintendent, building principal or designee. Students with disabilities who are suspended from bus transportation will be afforded the procedural safeguards, if necessary, as required by the IDEA or Section 504. Such bus suspensions will not constitute removal under the IDEA or Section 504 unless transportation is included as a necessary related service in the student's IEP or Section 504 Plan. Uniform rules of conduct and disciplinary measures will be enforced.

The transportation service will be subject to continual supervision and regular evaluation on the basis of the following Board policies:

1. The Board of Education shall adopt policies governing pupil transportation upon the recommendation of the Superintendent, and shall include adequate funds in the budget to cover the cost of the transportation contract, secure proper authorization for the provision of transportation, and secure approval of bus routes from the Missouri State Board of Education when necessary.
2. The Superintendent shall assign administrative and operational duties regarding the transportation program, and shall keep the Board of Education informed as to the operation and needs of the student transportation program. The Superintendent shall recommend policies, budget and bus routes to the Board of Education for approval.
3. School administrators may be asked to ride certain bus routes and report their findings to the Superintendent. All violations of state and local requirements will be reported.

4. The Superintendent/designee will make spot checks of buses throughout the year to review compliance with requirements.
5. The Superintendent/designee will meet at least once a year with all the bus drivers.

Only those students who meet eligibility requirements by means of residence will be permitted to use school bus transportation for the purpose of travel to and from school. Other vehicles owned by the District or operated under contract with the School District shall transport no more children than the manufacturer suggests as appropriate for such vehicle.

Exceptions to the eligibility requirements may be made for siblings of disabled students who ride transitional buses. Transitional buses are defined as general education buses that have a capacity of 65 or more students that transport regular education students as a normal route but that also have supports installed to provide service for disabled students. Where a disabled sibling is in the same grade level grouping as a non-disabled sibling (Kindergarten - 5<sup>th</sup> grade, 6<sup>th</sup> Grade at Bridger, 6<sup>th</sup>-8<sup>th</sup> grade at Nowlin Middle School, 7<sup>th</sup> - 8<sup>th</sup> grade at Bingham Middle School and Pioneer Ridge Middle School, and 9<sup>th</sup> – 12<sup>th</sup> grade), parents may make a sibling ridership request. A sibling ridership request is a request for a non-disabled sibling to ride a transitional bus with a disabled sibling to the school attended by the disabled sibling. Such requests must be made through the building administrator for the school attended by the disabled sibling and will only be granted if the following conditions are met:

- The non-disabled sibling must be in the same grade level grouping as the disabled sibling.
- There must be sufficient capacity on the transitional bus for the non-disabled sibling to ride as determined by the Director of Transportation in his sole discretion. Additional buses will not be added in order to allow a non-disabled sibling to ride with a disabled sibling.
- There must be sufficient capacity at the school attended by the disabled sibling for the non-disabled sibling to attend.

Sibling ridership requests will be granted on a first-come first-serve basis. Approval of ridership requests is contingent on the district's Director of Transportation verifying that there is capacity available on the transitional bus. Approval of sibling ridership requests will be effective for the school year in which they are made. Parents must submit a new sibling ridership request to the building administrator each school year.

Before a sibling ridership request is approved, the parent must sign an Acknowledgement of this Regulation and of the following limitations on sibling ridership:

- Transitional buses may be reassigned to different schools each year and may not be available to provide transportation service for non-disabled siblings in future school years.

- If a family moves, sibling ridership may be immediately discontinued based on the buses assigned to the new residence location.
- If a disabled student is placed at a different school mid-year, sibling ridership may be discontinued based on whether a transitional bus continues to be used to transport the disabled sibling, space available on the transitional bus used to transport the disabled sibling, and space available at the school where the disabled student is placed.
- Non-disabled sibling must obey all safety rules and bus expectations. If non-disabled sibling interferes with the riding experience of any students, sibling ridership may be immediately discontinued.
- Once a disabled sibling is no longer in the same grade level grouping as a non-disabled sibling, the non-disabled sibling will be transported to his/her attendance area school.

Sibling ridership is not permitted on specialized buses. Specialized buses are defined as buses with a rated capacity of 64 or less that are specifically designed and equipped to transport disabled students. Due to the unique needs of students assigned to specialized buses, sibling ridership is not permitted.

## **SUPPORT SERVICES**

**Regulation 5660**  
**(Form 5660)**

### **Transportation**

#### **Field Trips**

### **PROCEDURAL GUIDELINES FOR FIELD TRIPS**

#### **Definitions**

- (1.) *Field trip* - A planned visit outside the classroom taken by students under the supervision of a teacher or other school official for the purpose of extending the instructional activities of the classroom through first-hand experience and participation in functional situations that relate directly to what is being studied.
- (2.) *Local field trip* - A field trip that usually falls within a twenty-five (25) mile radius of the school, takes place within the regular school day and uses contracted (means of) or District transportation.
- (3.) *Out of area field trip* - A field trip that fulfills any one of the following conditions: covers more than a twenty-five (25) mile radius, requires more than one day, uses (noncontracted means of) contracted or District transportation, includes additional transportation fees, or involves other unusual circumstances.

#### **Financing Field Trips**

The use of bus transportation services for field trips may be authorized from Board of Education appropriated funds budgeted for field trips if approved by the Superintendent/designee.

Field trip transportation may be funded from sources other than Board of Education funds. This would include PTA contributions, authorized fees, government funds, and income generated by school activities, as long as the purpose of such income is not violated.

#### **Requests and Permission Forms**

All requests for use of school buses for field trips shall be made on the appropriate District form and shall be submitted to the principal for approval.

Requests for out-of-area field trips shall be submitted through the principal for approval by the Superintendent/designee. When District bus transportation is used, a copy of the appropriate District form should be attached.

Field trip requests should be submitted early enough to permit a timely review by the principal.

A permission slip for private car transportation, signed by the parents, shall be obtained from each student for each field trip. In cases where there is a series of trips for a class only one permission slip is necessary.

Private car transportation refers to families using their own cars to transport children and for private car transportation provided by teachers, coaches or parents to transport other students.

In an athletic program which requires transportation, written permission for transportation will be included in the permission form for student participation in the program.

### **Transportation Provided by Families**

When small groups of high school students are participating in school events away from school, parents may make arrangements for their children to be transported.

### **OTHER TYPES OF FIELD TRIPS**

#### **Family Field Trips**

As an alternative to trips scheduled on school time, the School District encourages families to visit historical sites and attend concerts, plays and films which may relate to the school program. Principals and teachers may be able to assist families by providing information for family trips. It is assumed that family trips will take place at times other than during the regular school day.)

#### **Study/Travel/Tour Programs**

##### **1. Unusual Field Trip**

Request and information for Unusual Field Trip form shall be completed and attached to the written request for approval. Requests should be submitted early enough to permit adequate review at all levels; otherwise requests shall be denied.

The program should be undertaken to achieve (sufficiently) valid educational objectives to warrant full or partial support by the school (or school system by specific groups, classes or school organizations which have been formed primarily for purposes other than making the trip. Care should be exercised to avoid excluding students from participating in the program by reason economic consideration.

2. Non-Official Programs

Study-travel-tour programs that do not carry the specific approval of the District are not officially either with the school system as a whole or with a local school.

Sometimes private groups involving school personnel, students and parents are formed for the purpose of studying, traveling or touring. Such activity should:

- a. Be scheduled outside of the regular school day in the same manner as any community-type activity
- b. Not be sanctioned, recommended or advertised by a school and/or school personnel in an official capacity.
- c. Not involve solicitation of participation by students during the school day.
- d. Not receive school support in money, supplies or duty time of employees.

School personnel participating in nonofficial programs should:

- a. Be familiar with Guidelines for Appraisal of Study-Travel-Tour Programs.
- b. Be aware that administrative leave will not be granted for participation in such programs.
- c. Be careful not to imply in any way that a nonofficial program is receiving official sanction or recognition by the (local) school or school system.
- d. Be familiar with current policies and regulations regarding conflict of interest and be particularly careful not to accept or receive any gift, loan, gratuity, favor or service of economic value that might reasonably be expected to influence one in his/her position in the discharge of his/her duties, from any person.

## **SUPPORT SERVICES**

## **Regulation 5661**

### **Transportation**

#### **Field Trip Transportation in Private Vehicles/Common Carriers**

The following requirements will be enforced when transporting students by common carrier:

1. Terms of the transportation services provided by the common carrier will be recited in a written contract.
2. Common carriers will provide evidence of liability insurance in an amount equal to at least five (5) million dollars per accident.
3. Common carriers will provide evidence of safety inspection and compliance approved by the Federal Motor Carrier Safety Regulations.
4. Drivers of commercial carriers must possess a valid Missouri commercial driver's license and must comply with all provisions of the Federal Motor Carrier Safety Regulations.

The following requirements will be enforced when transporting students in vehicles other than district buses or common carriers:

1. Vehicles must be properly licensed and display a current safety inspection sticker.
2. Vehicle driver must have a current Missouri operator's license.
3. Vehicles must be equipped with operable safety restraints.
4. Vehicles must be insured by current liability insurance.

**Curriculum Services**

**Curriculum Development**

The Board of Education recognizes that curriculum development provides one of the most effective means of improving the quality of instructional programs, and must be adjusted to meet the needs of students as well as the expectations of the community. The Superintendent will initiate a curriculum development program, which will require various administrative and instructional staff participation at building and district levels as well as involvement from parents/guardians, members of the community and students.

The district will provide resources and administrative support for curriculum development, evaluation and revision on a five (5) year cycle. A systematic plan will be established whereby each curricular area will be reviewed regularly, based on actual student needs and indications of student mastery. The basic responsibility for this review process will rest with the assistant superintendent for curriculum and instruction, with assistance from building principals. Individuals who are well qualified in a designated area of study will be appointed by the superintendent or designee to a curriculum review committee for the designated curricular area.

The curriculum review committee will study, revise and / or develop curriculum programs and guides for its specific area of study. During the review process the committee may solicit community and student opinion relative to the content area. The committee should develop a curriculum program that meets the following guidelines:

1. Articulation of the curriculum on a districtwide basis, pre K – 12.
2. The development of materials that are written in specific terms and can be used by respective professional staff members.
3. The use of effective methods for presenting the materials to students.
4. The use of textbooks / technology that are effectively coordinated with the curriculum guides and programs.
5. The use of current supplementary and enrichment materials.

The selection and adoption of textbooks are primarily based on programs described in the curriculum guides to be developed by the individual curriculum review committees. The curriculum review process should be completed the year prior to the fiscal year where funds are allocated to purchase textbooks related to the curriculum content area developed.



**INSTRUCTIONAL SERVICES**

**Regulation 6115**

**Curriculum Services**

**State Mandated Curriculum**

Human Sexuality

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

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

December 04

**Curriculum Services**

**Service Animals and Professional Therapy Dogs in Schools**

**Guidelines for Use of a Service Animal or Service Dog on School Property or at School Functions**

**The terms “service dog” and “service animal” are used interchangeably throughout this Regulation.**

**Requests:** A person who wants to be accompanied by his/her service animal must make a prior written request of the school’s principal if the service animal will come into a school. A person who wants to be accompanied by his/her service animal must make a prior written request of the superintendent for all other locations. These requests must be renewed annually.

A. **Students:** Use of a service animal by a qualified student with a disability will be permitted in school when required by law, including if it is determined that the student’s disability requires such use in order to have equal access to the instructional program, school services and/or school activities or when the student’s IEP or 504 team determines that the student requires the use of a service animal to receive a free appropriate public education. The student will be primarily responsible for the care and control of any animal used as an accommodation unless otherwise provided in the IEP or Section 504 plan. All other requirements of this Policy apply. Parents or animal handlers who may be present in school for the purpose of assisting a student with his/her service animal will be required to submit to a sex offender registry and criminal background check. In addition, parents and handlers must comply with all standards of conduct that apply to school employees and volunteers.

B. **Employees:** Use of a service animal by a qualified employee with a disability will be permitted when required by law, including if such use is necessary to enable the employee to perform the essential functions of his/her job or to enjoy benefits of employment comparable to those similarly situated non-disabled employees. All other requirements of this Policy apply.

**Vaccinations:** The service animal must be immunized against diseases common to that type of animal.

**Health:** The service animal must be in good health. The owner or handler of the animal must submit each school year to the school principal and/or superintendent documentation from a licensed veterinarian the following: a current veterinary health certificate; and proof of the service animal’s current vaccinations and immunizations.

**Control:** A service animal must be under the control of its handler at all times. A service animal must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control through voice, signals or other effective means.

**Supervision and Care of Service Animals:** The owner or handler of a service animal is responsible for the supervision and care of the animal, including any feeding, exercising, and clean up. The District is not responsible for the care or supervision of a service animal. The District shall not be responsible for the training, feeding, grooming or care of any service animal permitted to attend school or a school function under this Policy.

**Damages:** The owner or handler of a service animal is solely responsible for any damage to school property or injury to personnel, students, or others caused by the animal and will be asked to provide proper proof of liability insurance to cover such damages on an annual basis.

### **Removal of Service Animals from School Property**

District administrators may ask an individual with a disability to remove a service animal from District buildings, property, vehicles or activities if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken;
3. The presence of the animal poses a direct threat to the health and safety of others;
4. The student, employee or handler fails to appropriately care for the animal, including feeding, exercising, taking outside for performance of excretory functions, and cleaning up;
5. The presence of the animal significantly disrupts or interferes with the educational process, school activities or the instruction program;
6. The animal fails to consistently perform the function(s)/service(s) for which it has been trained and brought to school; or
7. The presence of the animal would require a fundamental alteration to any school program.

If the District properly excludes a service animal based on the factors detailed herein or on any other legal basis, the District will provide the individual with a disability the opportunity to participate in the service, program or activity without having the service animal on the premises.

### **Emotional Support/Professional Therapy Dogs**

An animal that is used to provide comfort, emotional support, or other therapeutic service does

not meet the definition of a Service Animal or Service Dog which is permitted for use by students, employees, and patrons of the District consistent with this Policy. However, the District may employ the use of such dogs to work with staff or provide certain types of support for its students at the discretion of District administration and counselors for their intended purpose.

### **Admission of Service Animals to Public Events**

Individuals with disabilities may be accompanied by their service animals while on District property for events or activities that are open to the general public. This right of access does not extend to the schools generally or to other activities that are not open to the general public.

School administrators may inquire of the owner or handler of an animal whether the animal is required because of a disability and the specific tasks the animal has been trained to perform, but shall not ask questions about an individual's disability.

The District shall not require an owner or handler of a service animal to pay an extra charge for the animal to attend events for which a fee is charged, but the individual is liable for any damage done to the premises or facilities by such an animal.

District administrators may revoke or exclude the service animal if the animal poses a direct threat to the health and safety of others, the use of the animal would result in substantial physical damage to the property of others, or would substantially interfere with the reasonable enjoyment of the event or activity by others.

### **Guidelines for Use of a Professional Therapy Dog on School Property or at School Functions**

Staff members may use therapy dogs in the course of their regular duties only after receiving permission from the administrator of the building where the animal will be used. Before permission to use a therapy dog is granted, staff members must provide:

1. Proof the dog has been trained and certified as a therapy dog by an organization approved by the district;
2. An explanation of how the dog will be used, including research supporting the use of a therapy dog;
3. A plan for how the staff member will provide for the care and control of the dog;
4. A plan for how the staff member will accommodate students, other staff members, and parents with allergies to the dog;
5. A plan for how the staff member will accommodate students, other staff members, and parents who fear the dog;
6. A proposed schedule for the use of the therapy dog in District buildings.

**Vaccinations:** The therapy dog must be immunized against diseases common to that type of animal.

**Health:** The therapy dog must be in good health. The owner or handler of the dog must submit each school year to the school principal and/or superintendent documentation from a licensed veterinarian the following: a current veterinary health certificate; and proof of the therapy dog's current vaccinations and immunizations.

**Identification:** The handler and therapy dog must wear appropriate identification issued by the registering organization identifying them as a registered handler and therapy dog. The handler shall bring only the registered therapy dog onto school property; no other animals will be permitted.

**Control:** A therapy dog must be under the control of its handler at all times. A therapy dog must have a harness, leash, or other tether, unless the use of a harness, leash, or other tether would interfere with the therapy dog's safe, effective performance of work or tasks, in which case the therapy dog must be otherwise under the handler's control through voice, signals or other effective means.

**Damages:** The owner or handler of a therapy dog is solely responsible for any damage to school property or injury to personnel, students, or others caused by the dog and must provide proper proof of liability insurance to cover such damages on an annual basis.

**Other Requirements:** The District may impose additional conditions on the presence of a therapy dog, depending on the circumstances.

### **Removal of Professional Therapy Dogs from School Property**

District administrators may ask a therapy dog to be removed from District buildings, property, vehicles or activities if:

1. The therapy dog is out of control and the animal's handler does not take effective action to control it;
2. The therapy dog is not housebroken;
3. The presence of the therapy dog poses a direct threat to the health and safety of others;
4. The handler fails to appropriately care for the therapy dog, including feeding, exercising, taking outside for performance of excretory functions, and cleaning up;
5. The presence of the therapy dog significantly disrupts or interferes with the educational process, school activities or the instruction program;
6. The handler fails to provide the required documentation;
7. The therapy dog fails to consistently perform the function(s)/service(s) for which it has been trained and brought to school; or

8. The presence of the therapy dog would require a fundamental alteration to any school program.

REV. 5/18

**REV. 11/2020**

**Curriculum Services**

**Virtual Education**

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.

District students enrolled full-time in Program courses are not permitted to attend or participate in various noncurricular, extracurricular, and/or interscholastic activities and athletics, including graduation ceremonies, dances, etc.

**A. Enrollment**

The enrollment process for participation in the Program will be substantially similar to the enrollment process for participation in District courses. The enrollment period will be ten (10) school days prior to each semester. Students who fail to timely enroll will be permitted to apply the next semester. New students enrolling during the school year will have five (5) school days from school enrollment for a Program Course under this regulation. 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. The District has ten (10) business days from the date the application was submitted to the District to approve or deny the application.

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
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.

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. The District will evaluate the progress and success of enrolled students that are enrolled in any course or full-time virtual school and may terminate or alter a course offering if the District determines that the Program course(s) or full-time virtual school 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.

**REV. 4/20**

**REV. 3/21**

**Instruction**

**Textbook Selection and Adoption**

The following procedure should be utilized in selecting textbooks:

1. The principal shall appoint a committee composed of teachers. The committee shall review different textbook choices. The principal shall confer with the committee during the selection process. The following factors shall be considered by the committee:
  - a. Content consistent with the goals and objectives of the Board.
  - b. Format and Physical Features.
  - c. Supplementary Services and Teaching Aids.

The Superintendent of Schools shall develop or cause to be developed a rating sheet to be utilized in evaluating textbooks concerning the above mentioned factors.

2. Upon reaching a decision concerning a particular textbook, the chairperson of the teacher committee shall forward to the principal the committee's choice in writing, and the statement shall include a list of the books reviewed and the reasons for the particular selection.
3. Upon receiving a recommendation on selection from a teacher committee, the principal shall review the recommendation and forward to the Superintendent his/her own recommendation relative to the particular selection with reasons thereof.
4. Upon receipt of a recommendation from a principal, the Superintendent shall forward to the Board of Education the recommendation of the Superintendent.
5. In the event there is disagreement between or among teachers, principal, or Superintendent relative to selection, an effort shall be made to resolve the difference of opinion by compromise. If compromise cannot be reached, the particulars relative to disagreement shall be forwarded along with the Superintendent's recommendation.
6. The Board of Education shall accept or reject the recommendation of the Superintendent of Schools. If a selection is rejected, another selection shall be recommended by the procedure as outlined above.

## **INSTRUCTIONAL SERVICES**

## **Regulation 6231**

### **Instruction**

#### **Textbook Usage - Students**

At the beginning of each term, or semester as applicable, students are to be informed by each teacher of the school's expectations of responsibility for school property and the need for care and return of books. A constructive and educational approach to the students is desirable, including a discussion of reasons for treating books with respect, caring for them, using them wisely, and returning them in good condition. Penalties for lost or damaged books are to be outlined. A monitoring process is to be devised such as textbook receipt cards or other charge-out system that requires the student's signature for use of the book(s).

Parents/guardians are to be informed by the principal/designee as to the textbook status in the building or department; i.e., in which subject students are provided with individual copies, class sets, consumable materials, etc. Newsletters to the homes, Open House presentations and PTA meetings may be used as means of communication.

Parents/guardians are to be informed of the penalties for lost or damaged textbooks early in the school year. Penalties may include a reasonable system of fines or repayments. For example, the student or the student's parents/guardians could be required to pay the fair value for replacement of a lost or destroyed book or for repair of a book. The student could choose to do some work for the school instead, if the principal finds that to be the best option.

No student is to be penalized if a book is lost because of factors beyond his/her control. All students will be made aware that if such losses are reported immediately, and if the administration agrees that the loss was beyond the student's control, fines will be canceled. The reporting procedure will be publicized in Student Handbooks and other school publications. Principals will handle cases individually.

## **INSTRUCTIONAL SERVICES**

**Regulation 6241**  
**(Form 6241)**

### **Instruction**

#### **Challenged Materials**

On occasion, honest differences of opinion may arise about books or materials used in the public schools. In order to handle questions that might arise in an impartial and orderly manner, the following procedures shall be followed:

1. All complaints shall be reported immediately to the building principal involved, whether these come by telephone, letter, or personal conference.
2. The person making the complaint shall receive the form "Review of Instructional Materials." A copy of this form may be picked up in the administrator's office.
3. This form must be completed and returned by the person making the complaint.
4. Media being questioned will be removed from use, pending committee study and final action by the Board of Education, unless the material questioned is a basic text.
5. The Superintendent of Schools shall, within fifteen (15) days of receipt of the written request, appoint a review committee of nine people. The committee shall consist of the administrator of the building involved, three teachers, a member of the Board of Education, and four lay persons. The administrator shall serve as secretary.
6. The classroom teachers appointed shall be represented by the grade level or subject area where the media is used, another grade level or subject area, and a librarian.
7. The four lay persons appointed shall be selected from a list of eight people recommended to the Superintendent by the president of the Board of Education. Two of the four persons appointed must be parents/guardians of children in the schools.
8. Within twenty (20) days of the appointment of the committee, the committee shall meet, review the written request for reconsideration, read the questioned materials, evaluate, and prepare a written report of its findings and recommendations to the Superintendent of Schools.
9. The committee may recommend that the questioned materials be:
  - a. Retained without restriction;
  - b. Retained with restriction; or

- c. Not retained.
- 10. The Superintendent shall, at the next appointed meeting of the Board of Education, report the recommendations of the Review Committee to the Board of Education. The decision of the Board will be final.
- 11. The decision of the Board shall be reported to the principal of the school, to the complainant, and to other appropriate professional personnel on the next school day. The principal shall see that the decision of the Board is carried out.
- 12. The librarian responsible for that school shall keep on file all pertinent information concerning the questioned materials or any books or materials likely to be questioned.

### **Challenges to Information Accessible on the Internet**

In compliance with the Children’s Internet Protection Act (“CIPA”), 47 U.S.C. § 254, the District utilizes technological devices designed to filter and block the use of any District computer with Internet access to retrieve or transmit any visual and/or audio depictions that are obscene, child pornography, or “harmful to minors” as defined by CIPA and material which is otherwise inappropriate for District students.

Due to the dynamic nature of the Internet, sometimes Internet websites and web material that do not fall into these categories are blocked by the filter. In the event that a District student or employee feels that a website or web content has been improperly blocked by the District’s filter and this website or web content is appropriate for access by District students, Board Policy 6320 should be followed to request that the website be opened on District computers. In the event that a parent or District patron feels that a website or web content has been improperly blocked by the District’s filter and this website or web content is appropriate for access by District students, the process described below should be followed:

1. All concerns regarding blocked material shall be made to the District Superintendent/Superintendent’s designee.
2. The District Superintendent/designee shall review the blocked material and make a determination regarding its appropriateness for District students.
3. The complainant will be notified within three (3) days if the blocked material is deemed appropriate for District students and student access to this web material will be allowed immediately upon processing by the District’s technology department.

4. If the web content is deemed unsuitable for access by District students, the complainant will be notified within three (3) days of their request and this material will remain blocked by the District's software.
5. Appeal of the decision may be made in writing to the Board of Education.
6. In case of an appeal, the Board of Education will review the contested material and make a determination.
7. Material subject to the complaint will not be unblocked pending this review process.

**Objections to Internet Access:**

In the event that a student, employee, parent or District patron feels that a website or web content that is available to District students through District Internet access is obscene, child pornography, or "harmful to minors" as defined by CIPA or material which is otherwise inappropriate for District students, the process described below should be followed:

1. All concerns regarding access to material shall be made to the District Superintendent/Superintendent's designee.
2. Material which is patently obscene, child pornography or "harmful to minors" will be blocked immediately by the Superintendent or his designee and the complainant will be notified.
3. For challenges to material on the Internet which is not patently obscene, child pornography, or "harmful to minors", the District Superintendent/Superintendent's designee shall appoint a review committee consisting of himself/herself, two (2) community members, the complainant, and two (2) educators from the District and a District network specialist. The first meeting of the review committee must take place no later than ten (10) school days after the concern has been raised.
4. The committee will review the material and return within ten (10) days a decision regarding whether or not the material will be removed or restricted in any manner.
5. The District Superintendent/Superintendent's designee will report the recommendation of the review committee to the complainant.
6. Materials subject to the concern are not removed from use pending committee study and any final action by the Board of Education.

7. The complainant, if not satisfied, may appeal the decision in writing to the District Superintendent.
8. In case of an appeal, the Superintendent reports the recommendation of the review committee and the written appeal to the Board of Education. The Board of Education will review the information and make a decision within three (3) days after presentment of the information. The Board of Education's decision will be final.
9. The decision of the Board of Education is then reported to the District Superintendent/Superintendent's designee who will inform the complainant.

**Rev. 12/12**

## **INSTRUCTIONAL SERVICES**

**Regulation 6250**  
**(Form 6250)**

### **Instruction**

#### **Instruction for Students with Disabilities**

The District will adhere to the Individuals with Disabilities Education Act, its implementing regulations, and the Missouri State Plan for Special Education. The District will observe the following guidelines in providing special education and related services to identified students with disabilities.

#### **Determination of Eligibility for Children Ages 3 Through 5**

To determine whether children ages 3 to 5 (not kindergarten-age eligible) are children with a disability under the Individuals with Disabilities Education Act (IDEA), the District will identify all such children using [*select **one** of the following: (1) any IDEA disability category except that of Young Child with a Developmental Delay; (2) only the IDEA disability category of Young Child with a Developmental Delay; or (3) any IDEA disability category including Young Child with a Developmental Delay*].

#### **Recording Devices at IEP Meetings**

The Board of Education prohibits the use of audio, video, or other recording devices at IEP meetings. Exceptions to this prohibition will be made only under unusual circumstances when such recording is necessary to ensure parental rights guaranteed under Part B of the IDEA. Requests for such exceptions must be made in writing within a reasonable time prior to scheduled IEP meetings.

#### **Transition Services**

Beginning not later than the first IEP to be in effect when the child is sixteen (16), and updated annually thereafter, the District will implement appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills and the transition services (including courses of study) needed to assist the child in reaching those goals.

In addition, when a student with a disability reaches age eighteen (18), the District will provide to parent(s) of qualified disabled students under the IDEA a statement that the child has been informed of his or her rights under Part B of IDEA and that those rights will transfer to the student upon reaching the age of majority.



### **Extended School Year (ESY)**

The IEP team will determine on an annual basis whether the student requires extended school year (ESY) services. If appropriate, the notice of the IEP meeting will include that the team will consider ESY services.

In determining whether the student requires ESY services, the IEP team may consider, among other factors, whether the student will suffer regression to such a marked degree that the student's skills may not be recouped in a reasonable time at the inception of the subsequent school year,

the degree of impairment, the ability of the student's parents/guardians to provide educational structure at home, the student's rate of progress, the student's behavioral and physical problems, the availability of alternative resources, the ability of the student to interact with students without disabilities, the areas of the student's curriculum that need continuous attention, or the student's vocational needs.

If an IEP team determines that a student requires ESY, decisions regarding the type of special education and related services and their frequency, intensity and duration shall also be determined by on an individualized basis and by the student's IEP team.

The IEP will reflect that the IEP team considered ESY services. If the IEP team determines that ESY services are required, the team will be responsible for preparing an appropriate ESY IEP or determining that the regular school year IEP will be implemented.

### **PLACEMENT - STUDENTS VOLUNTARILY ENROLLED IN PRIVATE SCHOOLS BY THEIR PARENTS**

The District's activities under the Individuals with Disabilities Education Act (IDEA) regarding the location, identification, and evaluation of parentally-placed private school students with disabilities will be comparable to the activities undertaken for students in public schools.

However, a student with a disability voluntarily enrolled in a private school by his/her parents/guardians does not have an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school. Students with disabilities voluntarily enrolled in private schools by their parents/guardians are not entitled to a free appropriate public education.

In order to meet its obligations under the IDEA to students with disabilities voluntarily enrolled by their parents/guardians in private schools, the District will spend, for children ages 5 through 21, an amount that is the same proportion of the District's K-12 entitlement under Part B of the IDEA as the number of private school children with disabilities ages 5 through 21 residing in the

District is to the total number of children with disabilities ages 5 through 21 residing in the District. For children ages 3 through 5, the District will spend an amount that is the same proportion of the District's Preschool entitlement under Part B of the IDEA as the number of private school children with disabilities ages 3 through 5 residing in the District is to the total number of children with disabilities ages 3 through 5 residing in the District. Expenditures for child find activities will not be considered when determining whether the District has met its obligation.

The District will consult with representatives of the private schools located within the District to decide which disabled students will receive services, what services will be provided, how and where the services will be provided, and how the services provided will be evaluated. The District will make the final decisions regarding the services to be provided to private school children with disabilities.

For each private school student designated to receive services, the District will prepare a service plan that describes the specific special education and related services that the District will provide to the student. The District will ensure that a representative of the private school attends meetings to develop, review, and revise a services plan, or, if the representative cannot attend, will use other methods to ensure participation by the private school. To the extent appropriate, the services plan will be developed in a manner consistent with the requirements under the IDEA for an IEP.

Missouri case law and the Missouri Constitution prohibit the provision of personnel, services, materials, and equipment on the premises of a student's private school unless they are provided in a neutral site. The private school may be considered a neutral site if the setting of the services is secular and void of ideological items. The District will determine how and where services will be provided to students with disabilities attending private or parochial schools.

Due process rights for students with disabilities voluntarily enrolled in private schools and their parents are limited. Only issues related to child find, including evaluations, can be raised in a due process complaint. There is no due process right to challenge the services that a student receives. The District is responsible for child find and the provision of services for disabled students *attending* private schools within the District but NOT for resident students whose parents choose to enroll the student in a private school in a different school district.

**Instruction**

**Independent Educational Evaluation Procedures for Students with Disabilities Under the IDEA**

**I. PARENT REQUEST FOR INDEPENDENT EVALUATION**

1. The parent or legal guardian of the disabled student must present his or her request for an independent educational evaluation in writing to the Director of Special Services. If any other District staff member receives a written request for an IEE, such request must be immediately forwarded to the District's Director of Special Services.

2. When the parent or legal guardian of a student with a disability under the IDEA requests an independent educational evaluation, the Director of Special Services shall, within 10 business days, provide the parent or legal guardian a copy of this policy and procedure as well as information about where an independent educational evaluation may be obtained and the District's criteria for such evaluations.

3. When the District receives a request from the parent or legal guardian for an independent educational evaluation, the District will, without unreasonable delay and within 15 business days from the receipt of the request inform the parent or legal guardian that (1) the District will pay for the requested evaluation subject to the requirements of this policy; or (2) will initiate due process to defend the District's evaluation.

4. Before making the decision indicated in paragraph 3 above, the Director of Special Services may ask the parent or legal guardian for the reason or reasons why he or she objects to or disagrees with the District's evaluation or any component of that evaluation. However, the parent or legal guardian is not required to provide that reason and the District will not use the request or a lack of parental response to such a request to unreasonably delay its decision regarding whether to provide the requested independent educational evaluation at public expense or to initiate due process to defend the District's evaluation.

5. If the District's decision is to pay for the independent educational evaluation, the Director of Special Services will offer the parent or legal guardian the opportunity to convene the student's multidisciplinary team to develop an evaluation plan to address the areas to be evaluated and the independent evaluators who will assess the student. That plan will comply with the District's criteria for evaluator qualifications, geographic location and costs limitations as specified below in this

procedure. Upon written parental consent for the independent evaluation, the District will arrange for completion of the evaluation.

**Regulation 6255**  
**Page 2**

6. Independent evaluators must agree to release the results of their independent evaluations to the District prior to receipt of payment for services. The results of any IEE will be considered by the student's multidisciplinary or IEP team with respect to any decisions involving the provision of a free appropriate public education to the student, as long as the IEE meets the criteria set forth in this procedure.

7. The parent or legal guardian may also proceed to arrange for completion of the Independent educational evaluation without the multidisciplinary team meeting as described in Paragraph 5 above. However, the parent or legal guardian will then be responsible for ensuring that the independent educational evaluation, as completed, complies with the requirements of this procedure. Otherwise, the District will not be obligated to pay for the cost of the IEE.

**II. PARENT REQUESTS PAYMENT FOR COMPLETED INDEPENDENT EVALUATIONS**

1. The parent/legal guardian of a student with a disability under the IDEA may obtain an independent evaluation without notification to the District and then request payment for that evaluation.

2. If the parent is requesting payment for an IEE already completed, the parent must notify the District's Director of Special Services in writing, that they are requesting such payment. Upon receipt of that request, the District will provide the parent with a copy of the District's policy and procedures relating to IEEs, and the District may request that the IEE be provided to the District directly from the Agency or individual that completed it, along with an invoice for the amount due.

3. Within 15 business days of the receipt of the request, the District will notify the parent as to whether the District will initiate due process to establish the appropriateness of its own evaluation or pay for the cost of the IEE.

4. If the district decides the pay for the cost of the IEE, the district criteria for the geographic locations of the evaluator(s), the minimum qualifications of evaluator(s), the costs of the evaluation, and the use of approved assessment instruments as indicated in this procedure must be met. If the cost of the IEE exceeds the District's cost limitations, the District will inform the parent that the District will pay that portion of

the cost that is within the District's limitations, if the District determines that an appropriate IEE could have been obtained within the cost limitations.

5. If the District initiates a due process hearing pursuant to paragraph 3 above and the final decision of the due process panel is that the District's evaluation is appropriate, the

**Regulation**  
**6255**  
**Page 3**

parent or legal guardian still has the right to an independent educational evaluation, but the District will not be required to pay for that evaluation.

6. If the parent or legal guardian obtains an independent evaluation at private expense, the results of that evaluation must be considered by the District, if that privately funded independent evaluation meets the District's criteria for evaluations, with respect to any decisions regarding the provision of a free appropriate public education to the child.

### **III. LOCAL LIMITATIONS FOR EVALUATIONS**

Approved evaluators must be located within 25 miles of the District's Administrative Offices. Evaluators outside of this area will be approved only on an exception basis and the parent or legal guardian can demonstrate the necessity of using personnel outside the approved geographic area.

### **IV. COST LIMITATIONS FOR EVALUATIONS**

The total cost of a multidisciplinary independent evaluation will be limited to a total cost of \$1,000.00. Single evaluations will be limited to the cost schedule listed below. These same cost limitations apply to the District when it conducts an evaluation. The maximum charges have been established to allow the District and parents to choose from among qualified professionals in the area and are intended to result only in the elimination of excessive fees. Costs above this amount will not be approved unless the parent or legal guardian can demonstrate that such costs reflect a reasonable and customary rate for such evaluative services within the designated geographic area or that the student's unique circumstance justify an evaluation that exceeds the allowable cost criteria. When Medicaid or other public insurance will cover all or part of the costs of the independent educational evaluation, the District will assume payment only for the portion of the costs not covered by public insurance, provided that the use of that public insurance would not decrease any insurance benefit or otherwise negatively impact the child's or family's insurance coverage. If the child is covered by private insurance, the District may request parental consent to access that private insurance coverage.

## V. MINIMUM QUALIFICATIONS FOR EVALUATORS

Evaluators with credentials other than those listed below will not be approved unless the parent or legal guardian can demonstrate the appropriateness of using individuals with other qualifications.

<u>Type of Assessment</u>	<u>Qualifications</u>	<u>Regulation 6255</u> <u>Page 4</u>
Academic Achievement	Certified Special Education Teacher, School Psychological Examiner, School Psychologist, Licensed Psychologist, Certified Regular Education Teacher	
Adaptive Behavior	Licensed Psychologist, Certified Special Education Teacher, School Psychological Examiner, or School Psychologist	
Assistive Technology	Certified or Licensed Speech/Language Pathologist, Certified or Licensed Occupational Therapist, Or Certified Special Education Teacher (Master's Degree)	
Audiological	Licensed or Certified Audiologist	
Central Auditory Processing	Licensed or Certified Audiologist	
Cognition	Licensed Psychologist Certified School Psychological Examiner, School Psychologist	
Health	Licensed Physician	
Motor	Licensed Physical Therapist or Occupational Therapist, or Certified Teacher of the Physically Impaired, or Adaptive Physical Education Specialist	
Music Therapy	Licensed or Certified Music Therapist	

Orientation/Mobility or Residual Vision or Functional Vision Certified Teacher of the Visually Impaired

Social/Emotional/ Certified Special Education Teacher,

**Regulation 6255**  
**Page 5**

Behavioral School Psychological Examiner, School Psychologist, Licensed Social Worker, Licensed Psychiatrist or Psychologist

Speech/Language Certified or Licensed Speech/Language Pathologist

Transition Certified Special Education Teacher (Master's Degree)

Vision Licensed Ophthalmologist or Optometrist

Visual Perceptual or Visual Motor Licensed Ophthalmologist or Optometrist, Licensed Occupational Therapist, Certified Special Education Teacher, School Psychologist Examiner, or School Psychologist

## **VI. COST LIMITATIONS FOR EVALUATORS**

A comprehensive, independent evaluation will be limited to a total cost of \$1,000.00. Single disciplinary evaluations will be limited to the following schedule:

Academic Achievement	\$200-\$400
Adaptive Behavior	\$100-\$200
Assistive Technology	\$300
Auditory Acuity	\$60-\$150
Auditory Perception (CAP)	\$100-\$150
Cognitive	\$300-\$400
Health	\$50-\$100
Neurological	\$500-\$700
Motor	\$50-\$250
Sensory-Motor Integration	\$200-\$300
Speech/Language	\$200-\$400
Social/Emotional/Behavioral	\$300-\$400
Vision	\$60-\$150

Functional Vision	\$250-\$300
Transition	\$250

REV. 6/11

**INSTRUCTIONAL SERVICES**

**Regulation 6270**

**Instruction**

**Instruction for At-Risk**

At-risk students are identified by reviewing permanent records, school performance, and teacher and parent/guardian conferences and interviews. Teacher, counselor, social worker, nurse, and/or parent/guardian referral may initiate a staffing by appropriate school personnel to identify and determine appropriate services for children at-risk of academic failure.

Once identified, these students are given necessary support and intervention services such as language arts, and/or mathematics instruction, frequent parent/guardian conferences and involvement and curriculum modifications to accommodate the special needs of these students.

Examples of students who may be educationally at-risk include, but are not limited to:

1. Academic problems - one or more years behind age group; promotion doubtful due to poor grades; without access to appropriate educational program.
2. Discipline/Behavior problems - recurring discipline problems; has rebellious attitude; unable to relate to authority; has been referred for social work or psychological assistance.
3. Disengaged from school - has negative attitude toward learning; has high absentee or truancy rate.



## **INSTRUCTIONAL SERVICES**

**Regulation 6273**

### **Instruction**

#### **Instruction for Homeless Students**

##### **Enrollment/Placement**

If a child identified as homeless requests admission to the School District, the District will consider the best interest of the child with parent/guardian involvement in determining whether the child should be enrolled in the District or, if applicable, transported back to the school of origin.

Enrollment requirements which may constitute a barrier to the education of a homeless child or youth may be waived at the discretion of the Superintendent if allowed by law. If the District is unable to determine the grade level of the student because of missing or incomplete records, the District shall administer tests or utilize other reasonable means to determine the appropriate grade level for the child.

##### **Services**

Each homeless child or youth shall be provided services comparable to services offered to other students in the District including, but not limited to, transportation services; educational services for which the child meets the eligibility criteria, such as educational programs for disadvantaged, disabled, and gifted and talented students, vocational programs, and school meals programs; before- and after-school care programs; and programs for students with limited English proficiency.

In the event that it is in the best interest of the homeless child or youth to attend the district of origin, it shall be the responsibility of the School District to provide for the transportation of the student. This may be achieved through the transportation services of this District, the district of origin, or another outside agency.

##### **Records**

Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records, and evaluations for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the student, so that necessary referrals can be made, and so that records may be transferred in a timely fashion when a homeless child or youth enters a new school district. Copies of records shall be made

available upon request to students or parents/guardians in accordance with the Family Education Rights and Privacy Act.

**Regulation 6273**  
**Page 2**

**Coordinator**

The Board will designate an individual to act as the District's homeless coordinator to ensure compliance with the Stewart B. McKinney Homeless Assistance Act. According to the Act the homeless coordinator will "ensure that homeless children and youth enroll and succeed in the schools of that agency; and homeless families, children and youth receive educational services for which they are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services." The homeless coordinator will also ensure that disputes regarding the placement or education of homeless children or youth are resolved in a timely fashion.

The District shall inform school personnel, service providers and advocates working with homeless families of the duties of the District homeless coordinator.

**Resolving Grievances**

**Level I** - A complaint regarding the placement or education of a homeless child or youth shall first be presented orally and informally to the District's homeless coordinator. If the complaint is not promptly resolved, the complainant may present a formal written complaint (grievance) to the homeless coordinator. The written charge must include the following: date of filing, description of alleged grievances, the name of the person or persons involved and a recap of the action taken during the informal charge stage. Within five (5) working days after receiving the complaint, the coordinator shall state a decision in writing to the complainant, with supporting evidence and reasons. In addition, the coordinator will inform the Superintendent of the formal complaint and the disposition.

**Level II** -- Within five (5) working days after receiving the decision at Level I, the complainant may appeal the decision to the Superintendent by filing a written appeals package. This package shall consist of the complainant's grievance and the decisions rendered at Level I. The Superintendent will arrange for a personal conference with the complainant at their earliest mutual convenience. Within five (5) working days after receiving the complaint, the Superintendent shall state a decision in writing to the complainant, with supporting evidence and reasons.

**Level III**-- If resolution is not reached in Level II, a similar written appeals package shall be directed through the Superintendent to the Board of Education requesting a hearing before the Board at the next regularly scheduled or specially called meeting. The hearing before the Board

may be conducted in closed session upon the request of either the Board or the complainant. Within thirty (30) working days after receiving the appeals package, the Board shall state its decision ~ and reply in writing to the parties involved. For District purposes, the decision of the Board of Education is final.

**Regulation 6273**  
**Page 3**

**Level IV--** If the complainant is dissatisfied with the action taken by the School District, a written notice stating the reasons for dissatisfaction may be filed with the state director of special federal instructional programs. The state director will initiate an investigation, determine the facts relating to the complaint, and issue notice of his/her findings within thirty (30) days to the School District and the complainant. If the findings support the action taken by the School District, such action will be confirmed. If the findings support the allegations of the complainant, the School District will be directed to take corrective action. An appeal of this decision can be made within ten (10) days to the Deputy Commissioner of Education. Within thirty (30) days after receiving an appeal, the Deputy Commissioner of Education will render a final administrative decision and notify the complainant and all other interested parties in writing.

## **INSTRUCTIONAL SERVICES**

## **Regulation 6275**

### **Instruction**

#### **Homebound Instruction for Non-Disabled Students**

The District will consider placing nondisabled students on homebound on a case-by-case basis pursuant to the following procedures:

1. The parent or guardian of a student under 18 or the legal guardian of a student 18 or older must provide a written request for homebound to the building principal where the student attends. An emancipated student or a student 18 years or older must provide the written request to the building principal. The written request must include the reason or reasons for the request.
2. If the request is based on medical, psychiatric or psychological reasons, the parent, guardian or emancipated student must provide a properly signed release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) that authorizes the physician, psychologist, social worker or therapist who is currently treating the student to provide all relevant records to the District and to discuss the student's situation and the need for homebound services with the building administrator and other relevant school personnel. This release must be provided to the building administrator prior to any decision regarding the need for homebound services.
3. The parent, guardian or eligible or emancipated student must also provide the District with a properly signed release that complies with the Family Educational Rights Privacy Act (FERPA) that authorizes the District to discuss relevant information from the student's education records with the currently treating physician, psychologist, social worker or therapist.
4. The District may ask the parent, guardian or eligible or emancipated student to sign other educational or medical releases as necessary based on the reasons for the homebound request.
5. Upon receipt of the written homebound request and the medical, psychiatric, psychological and other relevant information, the building principal, in consultation with the student's teachers, therapists, school counselors, and/or other relevant school personnel, will review all information submitted by the parent, guardian or eligible or emancipated student as well as any relevant education records. If, after conducting this review, the administrative team determines that a referral for evaluation under the IDEA or Section 504 should be made, IDEA and /or 504 procedures will be instituted.
6. For a nondisabled student, the building level administrative team will make a decision with respect to the need for homebound services. The parents, guardian or eligible or

emancipated student are not required participants in this process, but the administrative team has the discretion, on a case-by-case basis, to decide if their participation would be helpful.

**Regulation 6275**

**Page 2**

7. If the building level administrative team determines homebound services are not needed, the building principal or his/her designee will notify the requesting party within 5 school days of the decision. The administrative team's decision is final and may not be appealed.

8. If the administrative team determines that the student needs homebound services, the administrative team will develop a written plan for such services.

9. The homebound plan should include: (1) the reason for homebound; (2) the anticipated length of homebound; (3) the classes or areas of curriculum to be addressed in homebound; (4) whether a homebound teacher is necessary or whether the provision of assignments is sufficient; and (5) the location of homebound services if a homebound teacher is deemed necessary. If a homebound teacher is necessary, the plan should also state the number of minutes or hours per week that homebound instruction will be provided. The homebound plan will also list the members of the administrative team. Finally, the homebound plan must indicate when the homebound instructor is expected to report the students' grades and attendance to the school of record.

10. If the administrative team concludes that a homebound instructor is necessary in the home, a parent or other adult (over age 21) must be present during the homebound instruction. The homebound instructor will not be required to administer medications or perform any other health related or medical procedures.

11. Requests for homebound for students covered by the IDEA and/or Section 504 are not covered by this procedure. Such requests for these students must be presented to the student's IEP or 504 team.

12. Homebound services under this procedure will be available only during the regular school calendar and not during summer or holiday breaks.

13. The District will not provide homebound services, through this procedure, to nonpublic students. Nonpublic students are those students who are voluntarily enrolled by their parents/guardian in private and/or parochial schools or are home schooled during the regular school year.

14. If a student who is designated to receive homebound pursuant to this procedure fails to attend, participate or otherwise cooperate with the services described in the homebound plan, the building principal may, upon review of the situation, cease homebound services. If there is a

decision to cease homebound services, the building principal or his/her designee will inform the parents/guardian or eligible student in writing of that decision. Missouri's compulsory attendance laws will then apply

**Regulation 6275**

**Page 3**

15. The building principal's decision regarding cessation of homebound pursuant to Paragraph 14 above is final and may not be appealed.

16. The District will provide the homebound student with textbooks and other routinely supplied materials that are necessary for a student's homebound instruction.

**Rev. 10/2013**

## **INSTRUCTIONAL SERVICES**

**Regulation 6310**

### **Library, Media and Technology Services**

#### **School Libraries**

District library guidelines are based on the American Library Association Library Bill of Rights. School District media personnel are concerned with generating understanding of American freedoms through the development of informed and responsible citizens. To this end the American Association of School Librarians asserts that the responsibility of the school library media center is:

1. To provide a comprehensive collection of instructional materials selected in compliance with basic written selection principles, and to provide maximum accessibility to these materials.
2. To provide materials that will support the curriculum, taking into consideration the individual's needs, and the varied interests, abilities, socio-economic backgrounds, and maturity levels of the students served.
3. To provide materials for teachers and students that will encourage growth in knowledge, and that will develop literary, cultural and aesthetic appreciation, and ethical standards.
4. To provide materials which reflect the ideals and beliefs of religious, social, political, historical, and ethnic groups and their contribution to American and world heritage and culture, thereby enabling students to develop an intellectual integrity in forming judgments.
5. To provide a written statement, approved by the local Board of Education, of the procedures for meeting the challenge of censorship of materials in school library media centers.
6. To provide qualified professional personnel to serve teachers and students.

#### **Selection Procedures**

Curriculum needs are considered first and foremost in selection of library materials and equipment. The librarian must have a thorough knowledge of the curriculum, the strengths and weaknesses of the current collection, and an understanding of the students' abilities and skills. The librarian can then effectively select materials which will not only meet the instructional objectives, but will be educationally enriching to the student and fully utilized by the teacher.

Knowledge of student interests and capabilities will enable the librarian to select educational and enjoyable materials acceptable to the student for recreational reading. Faculty and students are encouraged to suggest materials to be considered for purchase. The final decision is left to the librarian (based on the criteria listed below) and with the principal approving the requisition. Materials will be examined upon delivery and will be kept if they fill the need for which they were intended.

### **Selection Criteria to Consider**

1. Importance and Need of Subject Matter
2. Intended Age Level and Comprehensibility
3. Potential User Appeal
4. Quality and Durability
5. Authoritativeness
6. Price

### **Weeding Procedures**

Removing materials from the library that are no longer useful is important in maintaining a collection which is timely, reliable, and inviting. The librarian will examine materials while doing the end of year inventory and during routine day-to-day circulation of materials. Anything meeting the criteria for weeding will be withdrawn from library records and discarded. If it is an item for which there is still a need, a replacement will be purchased; if a purchase is not possible at that time, it shall be added to the Teacher/Student Request List for future consideration.

### **Criteria for Materials to be Weeded**

1. Items which are soiled, damaged, or torn beyond repair.
2. Items which are so outdated that they are useless.
3. Items found to contain unreliable information or information which is no longer true.



### **Objectionable Materials**

Students or parents/guardians who find materials in the library objectionable in any manner may make a formal complaint by obtaining from the Superintendent's office Form 6241 - Review of Instructional Materials. (See also Policy and Regulation 6241 – Controversial Materials.)

This written complaint will be considered by the Superintendent and the librarian in weighing the educational value of that particular book, filmstrip, etc., against the segment found objectionable to the complainant. Contingent with their decision, the material will be returned to the shelf for continued use, or removed from library circulation.

**Library, Media, and Technology Services**

**Internet Usage**

**Personal Responsibility**

Access to electronic research requires students and employees to maintain consistently high levels of personal responsibility. The existing rules found in the District's Behavioral Expectations policy (Board Policy/Regulation 2610) as well as employee handbooks clearly apply to students and employees conducting electronic research or communication.

One fundamental need for acceptable student and employee use of District electronic resources is respect for, and protection of, password/account code security, as well as restricted databases files, and information banks. Personal passwords/account codes may be created to protect students and employees utilizing electronic resources to conduct research or complete work.

These passwords/account codes shall not be shared with others; nor shall students or employees use another party's password except in the authorized maintenance and monitoring of the network. The maintenance of strict control of passwords/account codes protects employees and students from wrongful accusation of misuse of electronic resources or violation of District policy, state or federal law. Students or employees who misuse electronic resources or who violate laws will be disciplined at a level appropriate to the seriousness of the misuse.

Staff and students are only allowed to conduct electronic network-based activities which are classroom or workplace related.

**Acceptable Use**

The use of the District technology and electronic resources is a privilege, which may be revoked at any time. Behaviors which shall result in revocation of access shall include, but will not be limited to: damage to or theft of system hardware or software; alteration of system software; placement of unlawful information, computer viruses or harmful programs on, or through the computer system; entry into restricted information on systems or network files in violation of password/account code restrictions; violation of other users' right to privacy; using another person's name to send or receive messages on the network; sending or receiving personal messages; and use of the network for personal gain, commercial purposes, or to engage in political activity.

Students and employees may not claim personal copyright privileges over files, data or materials developed in the scope of their employment, nor may students or employees use copyrighted materials without the permission of the copyright holder. The connections represented by the

Information Superhighway allow users to access a wide variety of media. Even though it is possible to download most of these materials, students and staff shall not create or maintain archival copies of these materials unless the source indicates that the materials are in the public domain.

Access to electronic mail (E-mail) is a privilege and designed to assist students and employees in the acquisition of knowledge and in efficiently communicating with others. The District E-mail system is designed solely for educational and work related purposes. ***E-mail files are subject to review by District and school personnel.*** Chain letters, “chat rooms” or Multiple User Dimensions (MUDs) are not allowed, with the exception of those bulletin boards or “chat” groups that are created by teachers for specific instructional purposes or employees for specific work related communication.

Students or employees who engage in investigatory activities commonly described as “hacking” are subject to loss of privileges and District discipline, as well as the enforcement of any District policy, state and/or federal laws that may have been violated. Hacking may be described as the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the District, a business, or any other governmental agency obtained through unauthorized means.

To the maximum extent permitted by law, students and employees are not permitted to obtain, download, view or otherwise gain access to materials which have been filtered or blocked by the administration, which cause or reasonably could cause a material or substantial disruption in classroom work, school activities or school functions, which undermine the basic educational mission of the school or which may be deemed unlawful, harmful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current District policy or legal definitions. Similarly, the use of any District computer to access sites which allow the user to conceal their objective of accessing inappropriate material is not permitted.

The District and school administration reserve the right to remove files, limit or deny access, and refer staff or students violating the Board policy for other disciplinary action.

### **Privileges**

The use of District technology and electronic resources is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. All staff members and students who receive a password/account code will participate in an orientation or training course regarding proper behavior and use of the network. The password/account code may be suspended or closed upon the finding of user misuse of the technology system or its resources.

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## **Network Etiquette and Privacy**

Students and employees are expected to abide by the generally accepted rules of electronic network etiquette. These include, but are not limited to, the following:

1. System users are expected to be polite. They may not send abusive, insulting, harassing, or threatening messages to others.
2. System users are expected to use appropriate language; language that uses vulgarities or obscenities, libels others, or uses other inappropriate references is prohibited.
3. System users may not reveal their personal addresses, their telephone numbers or the addresses or telephone numbers of students, employees, or other individuals during E-mail transmissions.
4. System users may not use the District's electronic network in such a manner that would damage, disrupt, or prohibit the use of the network by other users.
5. System users should assume that all communications and information is public when transmitted via the network and may be viewed by other users. The system administrators may access and read E-mail on a random basis.
6. Use of the District's electronic network for unlawful purposes will not be tolerated and is prohibited.

## **Services**

While the District is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The District may not be held responsible for any damages including loss of data as a result of delays, non-delivery or service interruptions caused by the information system or the user's errors or omissions. The use or distribution of any information that is obtained through the information system is at the user's own risk. The District specifically denies any responsibility for the accuracy of information obtained through Internet services.

## **Security**

The Board recognizes that security on the District's electronic network is an extremely high priority. Security poses challenges for collective and individual users. Any intrusion into secure areas by those not permitted such privileges creates a risk for all users of the information system.

The account codes/passwords provided to each user are intended for the exclusive use of that

person. Any problems, which arise from the users sharing his/her account code/password, are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to the information system.

Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher or system administrator.

The District shall use filtering, blocking or other technology to protect students and staff from accessing internet sites that contain any form of communication that is obscene, pornographic or harmful in nature. The District shall comply with the applicable provisions of the Children's Internet Protection Act (CIPA).

### **Vandalism of the Electronic Network or Technology System**

Vandalism is defined as any malicious attempt to alter, harm, or destroy equipment or data of another user, the District information service, or the other networks that are connected to the Internet. This includes, but is not limited to the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the District electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, if appropriate, referral to law enforcement officials.

### **Consequences**

The consequences for violating the District's Acceptable Use Policy include, but are not limited to, one or more of the following:

1. Suspension of District Network privileges;
2. Revocation of Network privileges;
3. Suspension of Internet access;
4. Revocation of Internet access;
5. Suspension of computer access;
6. Revocation of computer access;
7. School suspension;
8. Expulsion; or
9. Employee disciplinary action up to and including dismissal.

**Office Methods and Data Management**

**Records Retention/Destruction**

For purposes of this Records Retention/Destruction Policy, the term “record” is defined as only those documents, including documents in digital or electronic format, which were made or received pursuant to law or in connection with the transaction of official business. Generally, the District will not maintain documents which do not meet the definition of “record” except to the extent that such document threatens or involves ongoing litigation.

If the record is in the form of a correspondence, including e-mails, the following guidelines apply, and are applicable to all district personnel that would normally create or receive record correspondence:

**Correspondence - General:**

Routine correspondence sent or received by District administrators that is handled in accordance with existing policies and procedures and that do not contain significant information about office policies or program should be retained for one (1) year.

**Correspondence - Policy:**

Correspondence which state or form the basis of policy, set important precedents or record important events in the operational history of the District should be kept permanently.

**Remaining Records**

For all the remaining records that do not constitute correspondence, the Superintendent will appoint an administrator to oversee the District’s adherence to the Record Retention/Destruction Policy and Regulation 6531. These non-correspondence records should be retained/destroyed as stated in the Public School Records Retention Schedule listed on the Missouri Secretary of State website.

**Facilities Planning and Design**

**Procurement of Architects, Engineers and Land Surveyors**

When the District determines that it may need to engage the services of an architect, engineer, or land surveyor, the Board of Education shall first attempt to select and conduct contractual negotiations for such a service with a professional who falls within one of the two following categories: (1) any architect, engineer, or land surveyor who has contracted previously with the District to provide services to the District; or (2) any architect, engineer, or land surveyor who has been recommended to the District by a construction contractor with whom the District is familiar.

If the Board of Education determines that an architect, engineer, or land surveyor selected from one of the two categories in the prior paragraph is appropriate for the project contemplated, then contractual negotiations may be conducted with that architect, engineer, or land surveyor, and a contract may be executed between the District and that professional. The determination of whether a particular architect, engineer, or land surveyor is "appropriate" for a project is discretionary on the part of the Board of Education.

If the District cannot agree upon the terms of a contract with the architect, engineer, or land surveyor whom it has selected and with whom it has negotiated, or if the District determines that a professional selected according to this policy is not appropriate, the District will then attempt to select an appropriate architect, engineer, or land surveyor through advertisements inviting the submission of proposals or by directly contacting other architects, engineers, or land surveyors. After making its selection pursuant to this paragraph, the District will attempt to negotiate a contract with that professional. The District will continue to follow the procedures outlined in this regulation until a contract has been executed between the District and an appropriate architect, engineer, or land surveyor.

## **FACILITIES DEVELOPMENT**

**Regulation 7130**

### **Facilities Planning and Design**

#### **Construction Manager Selection**

When the District determines that it may need to engage the services of a construction manager, the Board of Education shall select a construction manager and negotiate with that construction manager to obtain a contract that is fair and reasonable. To select a construction manager, the District shall advertise and solicit proposals from qualified construction managers in the following manner:

1. If the total cost for the project exceeds five hundred thousand dollars (\$500,000), the solicitation shall be advertised for a period of ten (10) days in one (1) newspaper of general circulation in the county.
2. If the total cost of the project exceeds one million five hundred thousand dollars (\$1,500,000), the solicitation shall be advertised for ten (10) days in two (2) daily newspapers in Missouri which have not less than fifty thousand (50,000) daily circulation in addition to the advertisement required by number 1 above.
3. If the total cost of the project is five hundred thousand dollars (\$500,000) or less, the solicitation need not be advertised.

Solicitations shall require the bidders to submit the following information:

1. Fees for overhead and profit.
2. Reimbursable costs for reimbursable items.
3. Qualifications.
4. Demonstration of ability to perform projects comparable in design, scope and complexity.
5. Demonstration of good faith efforts to achieve compliance with federal, state and local affirmative action requirements.
6. References from owners for whom construction management services have been performed.
7. Financial strength.
8. Qualifications of personnel who will manage the project.



9. Demonstration of successful management systems which have been employed for the purposes of estimating, scheduling, and cost controls.

If the Board of Education selects a construction manager on the basis of the above factors, then contractual negotiations may be conducted with that construction manager and a contract may be executed between the District and that construction manager.

If the Board of Education cannot reach an agreement upon the terms of a construction management services contract through negotiations with the selected construction manager, then the Board of Education will attempt to select another construction manager and negotiate a contract with that construction manager. The Board of Education will continue to follow the procedures outlined in this policy until a contract has been executed between the District and a construction manager.

Furthermore, the Board of Education shall not award a contract for construction management services on a negotiated basis to any construction manager (or a firm that controls, is controlled by or shares common ownership or control with the construction manager), if such construction manager:

1. Guarantees, warrants or otherwise assumes financial responsibility for the work of others on the project.
2. Provides the District with a guaranteed maximum price for the work of others on the project.
3. Furnishes or guarantees a performance or payment bond for other contractors on the project.

A construction management services contract to such a construction manager may only be awarded through a competitive bid process.

Under this policy, the term “project” shall mean the erection or construction of a building or structure or the improvement, alteration or repair of a building or structure. The term “construction manager” includes, but is not limited to, consulting, advising, assisting and making recommendations on any and all aspects of preconstruction planning, design, bidding, and contract award and providing general observation, coordination and direction of the work and processing of payment requests and change orders during construction.

**Naming Rights for School Sites and Facilities**

When the need for renaming a building, facility, special event, and/or program arises, the name may be changed or discontinued when the current name no longer supports the objective or when the name is considered to be detrimental to the mission of the District.

Also, when equipment is donated to the District and the donor(s) requests a name to be affixed to the equipment, said donor(s) shall work with appropriate administrators for approval.

The criteria to be used when naming or renaming school sites or facilities shall be as follows:

- The name of a person who has attained achievements of extraordinary and lasting distinction may be considered. Such achievements include but are not limited to educational, academic, humanitarian, leadership, or athletic achievement.
- The name of a place which has historical or cultural significance to the community and/or neighborhood or geographic identification may be considered.
- The name of a donor who makes a significant monetary gift which contributes to the mission of the Independence School District may be considered.
- Buildings shall not be named for an individual employed by the District or for anyone who holds a public office until at least five years have passed since the time of said employment or said service.