

REFERENCE COPY

FILE: BBB-AF2
Critical

EXPLANATION: SCHOOL BOARD ELECTIONS (Candidate Declaration)

There is no longer any requirement that candidates have paid fees assessed by the Missouri Ethics Commission to be eligible to run for office.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

X	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

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SCHOOL BOARD ELECTIONS (Candidate Declaration)

TO: Board Secretary of the **FIELD**(DistrictCommonName) or Designee

I, the undersigned, a resident of the **FIELD**(DistrictCommonName), declare myself a candidate for the office of a director of said school district for a term of _____ years, to be voted on at the municipal election to be held on the _____ day of April, 20____.

I declare that I:

1. Am a citizen of the United States of America.
2. Am a resident taxpayer of the **FIELD**(DistrictCommonName).
3. Will have resided in Missouri for a minimum of one year immediately preceding my election, if elected.
4. Am at least 24 years of age.
5. Am not delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes on my place of residence listed below. If I am a past or present corporate officer of any fee office, I verify that office does not owe any taxes to the state. I understand that I am required by law to file an affidavit stating these facts with the Missouri Department of Revenue.
6. Have not been found guilty of ~~nor have I~~ **or** pled guilty to a felony or misdemeanor under the federal laws of the United States of America.
7. Have not been convicted of, found guilty of or pled guilty to a felony under Missouri law.
8. Am eligible to hold office in accordance with Missouri law, including § 561.021, RSMo.
9. Am not serving a sentence or period of probation for a crime that would be a felony if committed in Missouri.
10. Have ~~never~~ **not** pled guilty or *nolo contendere* ~~nor~~ **or** been convicted under the law of another jurisdiction of a felony connected with the exercise of the right of suffrage.
11. Am not registered or required to be registered as a sex offender pursuant to Missouri law, §§ ~~589.400 - .425~~ **162.014**, RSMo.

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12. Have filed all required campaign disclosure reports ~~for all previous elections in which I was a candidate and have paid all fees assessed against me by~~with the Missouri Ethics Commission, if applicable.

Note: All information provided to the district will be a public record and could be requested by members of the public under the Sunshine Law.

Print Full Legal Name for Ballot

Address

City

Phone

E-mail Address

I swear that the above language is true and accurate, that I am legally eligible to be a candidate for the office of director of this school district, and that I am legally able to hold office if elected or otherwise appointed to the position.

Candidate's Signature

Date

Subscribed and sworn to before me on _____ [date] at _____ [time].

Signature of Board Secretary, Authorized Designee or Notary

Use if Ballot Placement Is by Random Drawing

Number Drawn: _____

Candidate's Initials to Verify Number Drawn: _____

* * * * *

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Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: **FIELD**(AdoptDate)

Revised:

FIELD(DistrictLocationLine)

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EXPLANATION: BOARD MEMBER QUALIFICATIONS

This policy was revised to comply with current law. In 2014 the Missouri legislature changed state statute in a manner that now requires Board candidates to comply with additional statutory provisions. These provisions are not technically Board member qualifications because they only apply at election time. For example, a currently serving Board member could be delinquent on his or her taxes, but would have to rectify that situation before running for re-election.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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BOARD MEMBER QUALIFICATIONS

Pursuant to law, ~~members of~~ candidates for a position on the Board of Education must meet all of the following requirements:

1. Be citizens of the United States of America.
2. Be resident taxpayers of the West Plains R-VII School District. A “taxpayer” is an individual who has paid taxes to the state or any subdivision thereof within the immediately preceding 12-month period, or the spouse of such individual.
3. Have resided in Missouri for a minimum of one year immediately preceding their election or appointment.
4. Be at least 24 years of age.
5. Not be delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes on their place of residence, as required by law. If a candidate is a past or present corporate officer of any fee office, that office cannot be delinquent in the payment of any taxes owed the state.
6. Not have been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America.
7. Not have been convicted of, found guilty of or pled guilty to a felony under Missouri law.
58. Be eligible to hold office in accordance with Missouri law, including § 561.021, RSMo.
69. ~~While holding office, n~~Not be serving a sentence or period of probation for a felony in Missouri or for a crime that would be a felony if committed in Missouri.
710. Have ~~never~~not pled guilty or *nolo contendere* nor ~~or~~ been convicted under Missouri law or the law of another jurisdiction of a felony connected with the exercise of the right of suffrage.
811. Not be registered or required to be registered as a sex offender pursuant to Missouri law, §§ 589.400 - .425 162.014, RSMo.
912. Have filed all required campaign disclosure reports for all previous elections in which they were candidates and have paid all fees assessed against them by with the Missouri Ethics Commission, if applicable. § 130.071, RSMo.

All Board members should have a knowledge of and an interest in the welfare and educational opportunities of students.

Board members initially elected or appointed after August 28, 1993, in addition to the other qualifications listed in this policy, are required by law to successfully complete orientation and training requirements within one year of the date of the election or appointment. The orientation and training shall be offered by a statewide association organized for the benefit of members of boards of education or approved by the State Board of Education and consist of at least 16 hours, with travel expenses to be paid by the district.

A Board member is a "public servant" under the Missouri Criminal Code provisions regarding bribery, acceding to corruption, official misconduct and misuse of official information.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 06/20/2000

Revised: 10/15/2013;

Cross Refs: AA, School District Legal Status

Legal Refs: Mo. Const. art. VII, § 8
§§ 130.071, 160.011, 162.014, .203, .291, 556.061(23), 561.021, 575.100, 110, 120,
.320, 576.010 - .050, RSMo.

West Plains R-VII School District, West Plains, Missouri

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EXPLANATION: UNEXPIRED TERM FULFILLMENT/VACANCIES (*Application for a Vacated Board Position*)

This form was revised to comply with current law. In 2014 the Missouri legislature changed state statute in a manner that now requires Board candidates to comply with these additional statutory provisions:

1. Board candidates cannot be delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes on the candidate's stated residence. In addition, if the candidate is a past or present corporate officer of any fee office, the office cannot owe any taxes to the state. Candidates must not only declare that they do not owe taxes, but must also file an affidavit with the Department of Revenue stating that they do not owe taxes. *See § 115.342, RSMo.*
2. Board candidates cannot have been found guilty of or pled guilty to a felony or misdemeanor under federal law. *See § 115.348, RSMo.* Previously, candidates could have a prior criminal conviction as long as they were not currently serving a sentence or on probation for the crime. That is no longer true if the conviction is a federal crime.
3. Board candidates cannot have been convicted of, found guilty of or pled guilty to a felony under Missouri law. *See § 115.350, RSMo.* Previously, candidates could have a prior Missouri criminal conviction as long as they were not currently serving a sentence or on probation for the crime. That is no longer true if the conviction is a Missouri felony. Technically if a candidate is convicted of a felony in another state and is no longer serving a sentence or on probation, the person could still run for office in Missouri.

While applicants for a Board position that has been vacated are not candidates as used in these statutes, MSBA has taken the position that those applying to fill a vacancy on the Board should have the same qualifications as a candidate and modified this form accordingly.

MSBA has also removed the requirement that candidates have paid fees owed to the Missouri Ethics commission since that requirement is no longer law.

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	Transportation		Public Info/Communications		Technology

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FILE: BBE-AF1
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UNEXPIRED TERM FULFILLMENT/VACANCIES (Application for a Vacated Board Position)

The Board of Education is required by law to fill vacancies on the Board created when a Board member leaves his or her office prior to the end of the elected term. The Board is responsible for appointing an eligible person to fill the vacancy until the next April election, at which time a candidate will be elected to fill the remainder of the term, if any, or the new term. This application will serve as written notice that you are eligible and wish to be considered for the current Board vacancy. If selected, your service will begin immediately after you are sworn in and will continue until the person elected in the April _____, 20_____, election is sworn in. You are, of course, welcome to sign up to be a candidate in the April election as well when candidate filing begins in December.

To be eligible to ~~serve on~~ **for appointment to** the Board you must:

1. Be a citizen of the United States of America.
2. Be a resident taxpayer of the district.
3. Have resided in Missouri for a minimum of one year immediately preceding your appointment, if appointed.
4. Be at least 24 years of age.
5. **Not be delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes on the place of residence listed below. If an applicant is a past or present corporate officer of any fee office, that office cannot be delinquent in the payment of any taxes owed the state.**
6. **Not have been found guilty of or pled guilty to a felony or misdemeanor under the federal laws of the United States of America.**
7. **Not have been convicted of, found guilty of or pled guilty to a felony under Missouri law.**
58. Be eligible to hold office in accordance with Missouri law, including § 561.021, RSMo.
69. Not be serving a sentence or period of probation for ~~a felony in Missouri or a crime that would be a felony if committed in Missouri.~~
710. ~~Never~~ **Not** have pled guilty or *nolo contendere* ~~nor~~ **or** been convicted under ~~Missouri law or the law of another jurisdiction of a felony connected with the exercise of the right of suffrage.~~

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811. Not be registered or required to be registered as a sex offender under Missouri law, §§ 589.400 - .425 162.014, RSMo.
912. Have filed all required campaign disclosure reports ~~for all previous elections in which you were a candidate and paid any fees assessed against you by~~with the Missouri Ethics Commission, if applicable. § 130.071, RSMo.

Each applicant for the Board verifies the above statements are true.

Upon completion and submission of this application, you will be provided:

1. A copy of the Board policy for filling Board vacancies (BBE).
2. Notice of your potential obligation to file a personal financial disclosure statement with the Missouri Ethics Commission within 30 days of your appointment to the position (BBE-AF2).
3. A summary of the laws the Missouri Ethics Commission enforces.
4. A copy of the Board conflict of interest policy (BBFA).
5. A copy of the Board ethics policy (BBF).

Please complete the following. Attach additional sheets if necessary. All information provided will be subject to public disclosure under the Missouri Sunshine Law.

Name: _____

Address: _____

Phone: _____ Mobile: _____

E-mail: _____

How long have you lived in the district? _____

Why do you want to serve on the Board of Education? _____

Please describe your current and past involvement with the district or any of its schools (for example, PTO activities, committees, booster clubs, etc.): _____

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Please describe your current and past involvement with any nonschool-related civic, nonprofit or community organizations: _____

Please list skills you have that you believe would be an asset to the district's leadership team:

In one or two sentences, describe your vision for this district: _____

In one or two sentences, explain the proper role of the Board of Education: _____

The Board meets _____ time(s) per month on _____.
In addition to Board meetings, you will be expected to allocate time to adequately prepare for meetings, perform committee work and attend training sessions both in and occasionally outside the district. Your estimated weekly time commitment is about _____ hours per week.

In addition, all newly elected or appointed Board members are required to attend a 16-hour training program within one year of their election or appointment.

Are you aware of any conflicts that would regularly interfere with your ability to commit to this amount of time? ☐ Yes ☐ No

Are you aware of any conflicts of interest you may have in serving on the Board? ☐ Yes ☐ No

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A conflict of interest might be having ownership in a business that does business with the district, having a relative employed by the district, or serving on another board of directors or in another elected office. A conflict of interest does not necessarily disqualify you from Board service, but may require certain procedures and disclosures to be used. If you have possible conflicts, please describe them: _____

* * * * *

Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: **FIELD**(AdoptDate)

Revised:

FIELD(DistrictLocationLine)

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FILE: BBFA-AF1
Critical

EXPLANATION: **BOARD MEMBER CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE** *(Chart of Relations)*

MSBA recommends districts REMOVE this form. A updated version of this form is available on MSBA's website: <http://www.msbanet.org/school-board-members.html>.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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	Transportation		Public Info/Communications		Technology

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~~BOARD MEMBER CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE~~ ~~(Chart of Relations)~~

Self or Spouse 0	Parents 1	Grandparents 2	Great Grandparents 3	Great Great Grandparents 4
Child 1	Brother or Sister 2	Aunt or Uncle 3	Great Aunt or Uncle 4	
Grandchild 2	Niece or Nephew 3	First Cousin 4		
Great Grandchild 3	Grand Niece or Nephew 4			
Great Great Grandchild 4				

1. ~~A husband is related by marriage (affinity) to his wife's relatives in the same way that she is related to them by blood (consanguinity), and she to his in the same manner, but the kindred of the spouses are not related to one another. (A brother of the husband is not related to a brother of the wife, etc.)~~
2. ~~Half relationship is the same as a whole relationship.~~
3. ~~Step relationship is the same as a blood relationship.~~
4. ~~A relationship by marriage (affinity) terminates if death or divorce occurs.~~

~~*****~~

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~~Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.~~

Implemented: ~~FIELD~~(AdoptDate)

Revised: _____

~~FIELD~~(DistrictLocationLine)

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FILE: BF
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EXPLANATION: SCHOOL BOARD POLICY PROCESS

MSBA has revised this policy for clarity, to remove outdated language and to remove language that was repetitive of other policies (see policies CB and CH). The processes described in this policy are not required by law; however, establishing Board policy is an important Board function and should not be taken lightly.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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	Transportation		Public Info/Communications		Technology

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SCHOOL BOARD POLICY PROCESS

The Board of Education shall determine the policies to serve as a basis for the administration of the school district. The formulation, development, adoption and revision of written policies, ~~rules and procedures shall constitute the basic method by which the~~ **is a Board of Education shall exercise its leadership in the operation of the school district function, and adopted policies are among the Board's governing documents.**

~~The Board may direct the district's administrative staff members to promulgate, implement and maintain administrative procedures which are consistent with the Board's policies. While the Board may wish to periodically review these procedures, the administration has the authority to make adjustments to these procedures without Board approval, unless otherwise instructed by the Board. The~~ **district's policies, rules and procedures of the Board of Education shall be consistent with the philosophy, goals and objectives of the district, and shall be readily available to school district patrons. In the event of a discrepancy between written materials in the district, Board policy will take precedence.**

The term "policy" includes any Board regulations.

~~The superintendent shall ensure that pertinent policies, rules and procedures shall be made available to the entire school staff annually.~~

~~It shall be the duty of the members of the professional and support staff to become familiar with the policies, rules and procedures so that each may clearly recognize his or her duties and relationships within the school policies.~~

Policy Proposals

Proposals for new policies or revisions of current policies may be initiated by anyone interested in or connected with the district; and must be presented in writing to the superintendent. The superintendent and administration will review the proposal and ~~recommend appropriate disposition of the proposal~~ **make appropriate recommendations to the Board. In addition, the district may utilize an outside entity that provides sample policies, service and support.** ~~Upon its decision, the Board will inform the interested parties of the status of the proposal and the Board's reasons for acceptance or rejection of the proposal. Except for the alternative procedures described in this policy, the adoption of policies by the Board will follow the sequence outlined for policy adoption. In the event of a discrepancy between written materials in the district, Board policy will take precedence.~~

Policy Adoption

Policies may be adopted, ~~and/or amended~~ **or rescinded** only upon a majority vote of the members of the Board present at a legally constituted meeting in which the proposed policy or amendment has been included on the agenda and described in writing. **Information about proposed policies or amendments will be provided to Board members in advance of the meeting where the policies will be discussed** ~~To permit time for study of new policies or amendments to policies, and to provide an opportunity for interested parties to react, proposed policies or amendments will be presented as agenda items to the Board.~~

The formal adoption, ~~or revision~~ **or repeal** of policies will be recorded in the minutes of the Board meeting. **Only those written statements so adopted or revised and so recorded will be regarded as official policies of the Board.** Policies may become effective immediately upon adoption; or at a specific effective date established by the Board and provided in the motion to adopt.

Alternative Adoption Procedures

When an updating service, such as that provided by the Missouri School Boards' Association, recommends adopting, amending or rescinding policies, the Board may vote to accept the recommendations after Board review. The recommended changes will then be considered immediately adopted and will be regarded as official Board policy.

The Board can adopt, amend or rescind a policy after any number of readings; however, if the Board determines that an emergency exists, the Board may adopt, amend or rescind a policy immediately. The fact that such policy change is adopted as an emergency measure shall be stated in the minutes.

Suspension of Policies

Policies of the Board may only be suspended at an official meeting of the Board by one of the following procedures:

1. A majority vote of all ~~the members of the Board, if~~ **members when** the proposed suspension has been described in writing.
2. A unanimous vote of all ~~the members of the Board~~ **members** when the proposed suspension has not been described in writing.

Administration in Policy Absence

The superintendent shall have the power to implement action within the school district if an emergency situation should develop for which the Board has provided no policy guidelines.

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However, the superintendent's decision shall be subject to review by the Board at its next regular meeting. It is the superintendent's duty to inform the Board of any such action and of the need for an official policy statement.

Policy Review

~~The superintendent shall be responsible for the administration of the policies adopted by the Board of Education. In~~ **The Board will review its policies on a continual basis in** an effort to ensure that policies **they** are updated to comply **current and in compliance** with the most recent federal and state regulations, statutes and court decisions, ~~the Board will review its policies on a continuing basis.~~

The superintendent **shall be responsible for the administration of the policies adopted by the Board of Education and** is responsible for calling the Board's attention to all policies that are out of date or ~~that appear to need revision.~~ The superintendent may designate a specific ~~staff person who will be responsible for entering policy update material into the manual and presenting any update material received to the superintendent~~ **employee or contract with an outside entity for assistance with updating policies and maintaining an online version of the policy manual, as required by law.** For the purpose of this policy, the term "manual" refers to the district's collected policies, whether in print or electronic formats.

~~The Board directs~~ **If the district maintains multiple copies of paper manuals,** the superintendent to ~~recall all policy manuals periodically for purposes of administrative updating and Board review.~~ The superintendent and administrative staff **or designee** shall make every effort to ~~ascertain~~ **ensure** that each copy of the policy manual or any excerpt therefrom is identical. ~~However, only that the copy which is designated "official copy" and which is kept at all times in the office of the superintendent of schools shall be recognized as authoritative.~~

Alternative Procedures

~~The following procedure may be used to formally adopt or delete policies or amend any part of an existing policy as recommended by an updating service such as that provided through the Missouri School Boards' Association. Following review of the recommended changes, the Board may vote to accept the recommendations of the policy service. The recommended changes will then be considered immediately adopted and will be regarded as official Board policy.~~

~~In addition, the Board may determine that an emergency exists, and in such cases may immediately adopt, repeal or amend a policy. The fact that such policy change is adopted as an emergency measure shall be stated in the minutes.~~

* * * * *

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 12/19/2000

Revised:

Cross Refs: CH, Policy Implementation and Dissemination
GBB, Staff Involvement in Decision Making
KC, Community Involvement in Decision Making

Legal Refs: § 171.011, RSMo.

West Plains R-VII School District, West Plains, Missouri

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FILE: CB
Critical

EXPLANATION: SCHOOL SUPERINTENDENT

MSBA has revised this policy for clarity, to update terminology and to incorporate language removed from policy BF.

<i>MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.</i>					
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FILE: CB
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SCHOOL SUPERINTENDENT

The superintendent of schools shall be the chief executive officer of the Board of Education and the administrative head of all divisions and departments of the West Plains R-VII School District. The superintendent shall be responsible to the Board for the execution of its policies, ~~rules and procedures~~ regulations. The superintendent shall be the Board's representative of the Board and the channel through which all directives from the Board to its employees or students shall be communicated. The superintendent may also give directives, ~~which~~ for the management of the school district to employees and students on points not covered by the adopted Board policies and regulations. Such directives shall be valid until unless disapproved by the Board, ~~for the management of the school district to employees and students on points not covered by the adopted policies, rules and procedures.~~

The superintendent is charged with creating, implementing and maintaining written administrative procedures to provide guidance on policy implementation to the district. Administrative procedures must be consistent with the adopted policies of the Board in every respect. While the Board may wish to periodically review these procedures, the administration has the authority to make modifications to procedures without Board approval, unless otherwise instructed by the Board.

The superintendent shall be held accountable to the Board for all aspects of ~~administering to the~~ school district administration. The execution of all decisions made by the Board concerning the internal operation of the school district shall be delegated to the superintendent. The superintendent shall then be responsible for the delegation of responsibility and authority for the operation of the various functions of the district.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 12/16/2003

Revised:

Legal Refs: §§ 168.191, .201, RSMo.

West Plains R-VII School District, West Plains, Missouri

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FILE: DI-AP2
Critical

EXPLANATION: FISCAL ACCOUNTING AND REPORTING/ACCOUNTING SYSTEM
(Disposition of Abandoned Property)

This is a NEW procedure for district consideration that covers two procedures recommended by auditors: 1) the steps to be followed when a check issued by the district has not been deposited or cashed, and 2) the steps that must be followed when any intangible personal property, including checks, is unclaimed after three years.

The state treasurer maintains a list of unclaimed intangible personal property. Intangible personal property is property that is not real estate or tangible personal property and usually includes cash, checks and securities. Every political subdivision in the state is supposed to report any unclaimed intangible personal property to the state treasurer following procedures established by the treasurer.

Uncashed checks are the forms of intangible personal property most likely to be held by a district and covered under this procedure. The district should try to locate any payee with an uncashed check before it becomes "abandoned," which is defined by law as being unclaimed for three years. After three years, the district must report and remit the unclaimed property to the state treasurer. If the amount of the unclaimed property is \$50 or more, the district must make an effort to locate the owner. The district can be financially penalized for failing to use "reasonable and necessary diligence as is consistent with good business practice" to locate the owner. Notification by the method described in this procedure meets this standard. Forms for filing reports of unclaimed property and an FAQ about the reporting process can be found on the Missouri state treasurer's website at: <http://www.treasurer.mo.gov/>.

This procedure was revised as a result of House Bill 1075 (2014), which declared that some types of intangible personal property need not be reported to the state as abandoned. Specifically, this new law does not require the district to report as abandoned intangible personal property (such as uncashed checks) held by the district that belongs to some entity with which the district has an ongoing business relationship. An ongoing business relationship exists if the district continues to do business with the company or business entity during the period that falls after the date of the abandoned check, draft, overpayment, etc., and before the district is required by law to turn that abandoned property over to the state.

For example, before this revision, if the district issued a check to its contracted transportation service, and the transportation service did not cash the check for three years, the district would have declared the uncashed check as abandoned property. Now, if the district continued to do business with the bus contractor during the three years immediately after the check was issued, the property would not be considered abandoned because the district and the bus contractor have an ongoing business relationship. The district is not required to report the

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uncashed check to the state because the district and the transportation service provider should be able to resolve the matter.

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FISCAL ACCOUNTING AND REPORTING/ACCOUNTING SYSTEM (Disposition of Abandoned Property)

General

The purpose of this procedure is to create a systematic method for reporting uncashed checks and other unclaimed intangible personal property to the state when the property cannot be returned to the owner. This procedure does not apply to businesses with which the district has an ongoing relationship.

Abandoned intangible personal property, as defined below, will be reported and remitted to the Missouri state treasurer's office in accordance with law. This procedure is not applicable to tangible personal or real property. Property is considered abandoned if not claimed by the owner within three years.

Intangible personal property ("property") subject to this policy includes, but is not limited to:

1. Uncashed (outstanding) checks issued by the district.
2. Other intangible property, including liabilities written off to an income or other account and recorded obligations for which no check was issued, such as overpayments.

Outstanding Checks

Each month, the district's internal outstanding checks list will be reviewed. If a check is still outstanding after six months, the person to whom the check was issued ("payee") will be notified using the most recent contact information available to the district. A copy of the notice will be retained by the district.

The notice will:

1. Explain that the check has not been cashed and is presumed lost.
2. Request that the payee cash or deposit the check if it is still in his or her possession.
3. Instruct the payee on how to submit a claim for the funds if the payee no longer possesses the check.
4. Notify the payee that if the funds payable by the outstanding check are not claimed, the district is required to transfer those funds to the state treasurer's office as abandoned property.

5. Notify the payee of the date on which the funds will be transferred to the state.

A payee reporting a lost check must submit a written request for a replacement check and include proof of identity as the payee, including the payee's signature, current address and the last four digits of the payee's Social Security number. Companies or vendors may use letterhead, tax identification numbers or other appropriate documentation of entitlement to receive the funds. The district will issue a replacement check when a properly documented request is received.

If a replacement check is not requested within three years, the outstanding check will be reported to the state treasurer as abandoned property in accordance with law and the procedures described below.

Intangible Personal Property Other Than Uncashed Checks

If the district holds any intangible property other than outstanding checks, the district will attempt to contact the person to whom the property belongs before declaring it abandoned in accordance with the process outlined below.

Notice that Property Will be Declared Abandoned

During the 12-month period immediately prior to reporting property to the state treasurer's office as abandoned, the district will attempt to contact the property owner in accordance with the following:

1. If the value of the property is less than \$50, the district may attempt to locate and notify the owner.
2. If the value of the property is \$50 or more, the district will attempt to locate and notify the owner by sending a notice regarding the unclaimed property via first-class mail, postage prepaid and marked "Address Correction Requested." If the postal service provides the district with additional information as part of the address correction process, the district shall send second and subsequent notices in the same format as the first notice to any new address provided to the district.

Reporting

Except as otherwise permitted by law, abandoned property of any value will be reported in accordance with law by filing a report of property presumed abandoned with the state treasurer of property presumed abandoned. The report will be filed no later than November 1 following the close of the fiscal year in which the property became abandoned. A check for the amount of the abandoned property made payable to the state treasurer will accompany the report. Amounts under \$50 per owner may be reported in aggregate.

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The district will retain the cost of postage and the clerical costs of filing the report. Clerical costs are limited to the lesser of \$10 per hour for the actual time expended or one hour per 50 owners reported.

Reporting Exception

Outstanding checks, drafts, credit balances, overpayments and unidentified remittances issued to a business entity or association as part of a commercial transaction in the ordinary course of district business shall not be presumed abandoned if the district and the business entity or association have an ongoing business relationship, as defined by law.

* * * * *

Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.

Implemented:

West Plains R-VII School District, West Plains, Missouri

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EXPLANATION: PURCHASING

2012C Update

MSBA has extensively revised former procedure DJF-AP along with policy DJF to address not only what is required by law, but also best practices used by the state and other governmental entities. MSBA understands that purchasing practices will vary and recommends that districts review the revised policy, procedures and additional forms carefully and adapt them to fit the district's needs.

The State Auditor's office recently audited three (3) districts, and several additional districts have been audited in the past few years. Many of the auditing reports included comments that districts are not competitively bidding many purchases of products and services. Even if the district is following the law, there is an expectation that school districts will utilize competitive bidding to obtain the best price for the taxpayer dollar and to provide an opportunity for more providers to do business with the district.

This procedure goes into more detail than the previous procedure and is modeled after state purchasing requirements and materials used by districts in other states. This procedure has been reviewed by an experienced auditor and the State Auditor's office. The following points should be considered:

1. The district should not implement this procedure as written if it is not going to follow it. District practice must match the procedure.
2. The new policy and procedure make it clear that all employees must research and compare prices for all purchases; however, when the purchase reaches the threshold amounts of \$3,000 and \$15,000, more is expected. These amounts are, for the most part, not required by law and may be modified. MSBA chose the \$15,000 amount because construction projects are required to be bid at that amount. If all purchases of \$15,000 or more are bid, the district is less likely to forget about its responsibilities for construction projects.
3. As always, there are exceptions. MSBA has listed five (5) exceptions to the strict competitive bidding rule. Competitive negotiation, single source purchasing, approved providers, cooperative purchasing and emergency situations are commonly recognized and used by governmental entities. However, the district should note that there are strict rules for the exceptions.

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4. In addition to the exceptions, the district needs to pay close attention to the “Legal Compliance” section. MSBA has compiled a list of all legally mandated rules regarding purchasing. These rules trump, if applicable to the purchase.
5. In addition to the “Legal Compliance” section, the “Purchasing Preferences” section also sets out legal requirements.
6. House Bill 1524 (2010) modified § 34.074, RSMo., a statute that requires political subdivisions of the state to give preference to businesses owned by service-disabled veterans. The section under "Preferences" was amended accordingly.
7. MSBA has added to the "Legal Compliance" section reference to the federal and state laws governing the bidding of food service management. Federal law allows the state agencies overseeing the expenditures of federal nutrition funds to regulate the selection of food service management companies. See 7 C.F.R. § 210.16; 5 C.S.R. § 30-680.010. See http://dese.mo.gov/divadm/food/Food_Service_Management_index.html for more information on this process.
8. MSBA has also added to the "Legal Compliance" section reference to federal regulations that govern the purchase process using federal E-Rate funds. See 47 C.F.R. § 54.503.
9. Under "Purchasing Preferences," MSBA has added references to federal regulations that require the district to purchase, to the maximum extent practicable, domestic commodities or products for its nutrition program. See 7 C.F.R. 210.21; 220.16.
10. MSBA has also added a section under "Exceptions to the Regular Competitive Purchasing Process" on contracting for the services of a real estate broker. The Missouri Sunshine Law allows districts to discuss the sale, purchase or lease of real estate in closed session when public knowledge of the transaction might adversely impact the deal. This allows districts, for example, to act as a silent purchaser and obtain the benefit of the market price by not disclosing their identities until the closing. However, if the district must publicly bid for real estate broker services or the services of other professionals necessary to purchase or sell property, such as a building inspector, the district might lose the necessary confidentiality. For that reason, MSBA has added an exception for limited circumstances.

2015A Update

MSBA has modified this procedure to include provisions requested by school districts. One of the provisions is to expand the definition of competitive bidding to allow school districts to

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solicit and vendors to submit bids using the Internet. If a district decides to use an online process for receiving sealed bids, the process must keep the bids confidential and unavailable to other bidders, the public and district personnel until the opening. In short, the submission must stay sealed, and the public must be able to watch as the bids are unsealed. There are several programs districts can purchase for use in accepting sealed bids.

The other provision is also Internet related. Sometimes the best price for a particular product might be found on Amazon.com, Walmart.com or a similar large, online retailer. Since it is unlikely that online vendors will respond to requests for sealed bids, MSBA has modified this procedure to allow the district to purchase through these online vendors after soliciting sealed bids if the price from the online vendor is the lowest.

The current version of this procedure already allows the district to use online vendors for purchases that do not require sealed bids.

Bidding Bond Underwriting Services

This procedure currently includes bond underwriting services in the definition of "services" that are to be bid. It has come to MSBA's attention that many districts have chosen not to seek bids for these services. If this is the case for your district, please delete reference to this service from the procedure and clarify in policy DJF that the district has chosen not to bid these services. Please be advised that the Missouri State Auditor strongly recommends that these services are bid and has been quite critical of entities that choose not to do so. MSBA recommends that districts consult experts on the subject prior to making a decision not to bid these services to ensure that it is indeed the best practice for the district.

<i>MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.</i>					
	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance	X	Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation	X	Public Info/Communications		Technology

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PURCHASING

The district operates using funds collected from taxpayers for the benefit of the district's educational program, and it is imperative that all Board members and district employees strictly adhere to district policies and procedures when making purchases for the district. ~~The School Board has directed district employees to maximize these resources to the benefit of the district. Further, the School Board is required by law to approve payment of bills. The district's auditor also reviews district funds and expenditures. For these reasons, it is necessary that all personnel carefully follow district procedures when making expenditures for district supplies or services.~~

Definitions

Competitive Bidding – A process of obtaining products or services where the district contacts providers or advertises, and interested providers submit quotes, offers, bids or sealed bids from which the district chooses. Competitive bidding may include the solicitation and submission of offers electronically or through a web-based system. The requirement for providers to submit sealed bids is one type of competitive bidding.

Competitive Negotiation – A process of obtaining a contract for products or services where the district contacts providers or advertises a request for proposals (RFP) detailing the scope, specifications, terms and conditions of the proposed contract and the criteria on which the proposals will be analyzed, then negotiates separately with each responsive provider to award the contract.

Debarred – Exclusion from state or federal government contracting and subcontracting for products or services.

Lowest or Best Bid or Offer – The provider with the best product or service based on district criteria that may include price, value, quality of product, history of performance, recommendations and other qualities important to the district.

Products – All physical property other than real estate including, but not limited to, supplies, books, furniture, machinery and equipment.

Provider – A vendor of products or an independent contractor providing services to the district.

Purchase – Obtaining or procuring products or services for the district in exchange for money or anything of value.

Purchasing Card – A credit card in the district's name on which the district has placed automatic restrictions such as the amount that can be charged per day, where the card may be used or the type of purchases that can be made with the card.

Sealed Bids – A form of competitive bidding in which providers submit offers in a sealed envelope or package that is publicly opened at an advertised place and time or submit offers using a web-based system that protects the confidentiality of each submitted bid until the date and time of the bid opening.

Services – All providers of labor or professional expertise other than that provided by district employees in the scope of their duties including, but not limited to, services such as construction, auditing, bond underwriting, consulting, janitorial services and food services.

Purchasing Supervision

The chief financial officer will serve as the district's purchasing officer or will designate a purchasing officer. The district purchasing officer will supervise district purchasing and may authorize purchases on behalf of the district that conform to the Board-adopted budget.

General Rules for Purchases of Goods or Services

1. All funds received by district staff on behalf of the district shall be deposited in district accounts. All funds deposited with the district, regardless of source, are considered district funds. Any purchases made with these funds must comply with district policies and procedures.
2. Although buildings, departments and divisions are allocated budgets for a given period, the expenditure of those budgetary amounts is still subject to law and district policies and procedures.
3. No contract will be entered into or bill paid without the proper documentation and an affirmative vote from a majority of the whole Board. Even without a contract, no purchase that may exceed \$25,000 will be made without prior Board approval, unless in accordance with emergency provisions.
4. Regardless of the purchase method used, the district will select the lowest or best bid or offer. The district reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price. If the scope of the purchase changes substantially, the district will rebid the product or service unless otherwise provided in this procedure.
15. Purchases may only be made through a purchase order, credit or procurement purchasing card, or through petty cash, when appropriate. In rare circumstances when one of these methods of payment is not available, the district may reimburse an employee for a purchase

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made with the employee's personal funds. Employees should contact the district business office prior to making a purchase outside the authorized methods to ensure reimbursement.

26. All purchases must receive approval from the ~~building~~ principal or other appropriate supervisor responsible for the budget code from which the purchase is made. ~~Employees needing supplies or services will present requests to the building principal or appropriate supervisor. Regardless, no purchase that exceeds \$1,000 will be made without approval from the superintendent or designee.~~ The following items require additional approval prior to making the purchase, regardless of the cost:

- ▶ Computer hardware and software must be approved by the district's technology director.
- ▶ Materials purchased with grant funds must be approved by the person designated as the grant administrator.
- ▶ Construction or maintenance of district facilities must be approved by the district's facilities director.
- ▶ The purchasing officer must approve travel expenses such as airline tickets and hotel reservations.

37. All purchases must be attributed to a budget code, and funds must be available in that code prior to making the purchase.

4. ~~All purchases must be appropriately documented consistent with auditing guidelines.~~

5. ~~Bidding laws will be followed when applicable. For transactions that may exceed \$5,000 and are not governed by bidding law, employees will seek at least three (3) quotes before making the purchase, unless the superintendent or designee specifies the need as an emergency.~~

68. If the requested expenditure does not fit into a budget code or would go beyond the approved amount in that budget code, the request will be forwarded to the superintendent's office for review. If the superintendent determines that the request is reasonable but will require an amendment to the current budget, the superintendent will include the request as an agenda item at the next Board meeting.

9. All purchases must be appropriately documented consistent with auditing guidelines.

7. ~~Bidding and purchasing records will be maintained in accordance with the Secretary of State's retention manual.~~

10. District staff will provide the district's tax-exempt letter to vendors before making any purchase that may be taxed.
11. Purchase orders will expire within three (3) months of the date of issuance if not redeemed.

Competitive Purchasing

District staff will research all purchases and compare prices prior to making decisions regarding the expenditure of district funds. Unless otherwise addressed in this procedure, employees are expected to contact multiple providers before making a purchasing decision under \$3,000.

If the estimated expenditure is more than \$3,000 but less than \$15,000, the employee authorized to make the purchase must:

1. Notify the purchasing officer of the needed purchase. The purchasing officer may send electronic notices of the proposed purchase to all providers on the district provider list. The purchasing officer may decide to directly conduct or oversee the purchase or allow the authorized employee to conduct the purchase.
2. Obtain at least three bids, quotes or offers from providers. The employee may solicit bids, quotes or offers directly from providers and may utilize bids received by fax, telephone, e-mail and catalog comparison.
3. If fewer than three providers sell or provide the service or product, document that fact and consult the available provider(s).
4. Provide the purchasing officer with the proper documentation, including documentation of which provider was chosen and the reasons for selecting that provider.

If the estimated expenditure is \$15,000 or more, the purchase will be made after receiving sealed bids through the purchasing officer.

1. The district employee authorized to make the purchase must first notify the purchasing officer of the purchasing need. The purchasing officer will directly conduct or oversee the purchase.
2. If the expenditure is for construction, the district will follow the bidding requirements of the law. Otherwise, at least five business days before the bids are to be opened, the purchasing officer will advertise the proposed purchase in a newspaper or through an electronic medium available to the general public and post notice of the proposed purchase in the same location

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as postings for School Board meetings. The purchasing officer will send electronic notices of proposed purchases to all businesses on the district's provider list.

3. The purchasing officer may also solicit sealed bids directly from providers.
4. It is the provider's responsibility to ensure that bids are received by the district no later than the appointed date and hour. Late bids will not be considered and will be returned unopened to the bidder.
5. The purchasing officer or designee will publicly open all bids received and will maintain all documentation of the purchase, including which provider was chosen and the reasons for selecting that provider.
6. If after having received bids in accordance with this procedure the purchasing officer finds the same product or service at a lower cost through a catalog or an online vendor that did not submit a bid, the purchasing officer may advise the Board to reject all sealed bids and purchase through the catalog or online vendor, unless formal or sealed bidding is required by law.

Changing Specifications without Rebidding

Except as prohibited by law, such as when bidding construction services, the district may change the scope of the purchase and accept a provider's offer without rebidding the purchase when bids received are unreasonable, have unacceptable terms and conditions, are noncompetitive, or when the low bid exceeds available funds. The purchasing officer must first determine in writing that time or other circumstances will not permit the delay required to resolicit competitive bids. Each responsive bidder who submitted a bid under the original solicitation must be notified of the change and given a reasonable opportunity to modify his or her bid and submit a best and final bid. In cases where the bids received are noncompetitive or the low bid exceeds available funds, the ultimate amount agreed upon must be lower than the lowest rejected bid of any responsive bidder under the original solicitation.

Exceptions to the Regular Competitive Purchasing Process

1. Competitive Negotiation

The district may purchase products or services through an RFP if the purchasing officer determines that the purchase requires competitive negotiations rather than competitive bidding. Requests for proposals will be advertised and solicited in the same manner as competitive bids, depending on the anticipated cost.

The district will select the lowest or best offer as determined by the evaluation criteria established in the RFP and any subsequent negotiations. In determining the lowest or best offer, negotiations may be conducted with responsive providers for the purpose of understanding and clarifying the proposal and verifying that the proposal responds to the district's needs. All providers submitting proposals shall be accorded fair and equal treatment with respect to any opportunity for negotiation and subsequent revision of proposals. Revisions may be permitted after submission and before award for the purpose of obtaining best and final offers. The purchasing officer shall have the right to reject any or all proposals and advertise for new proposals or purchase the required products or services on the open market if they can be obtained at a better price.

2. **Single Source or Unique Circumstances Purchases**

The purchasing officer may waive the requirement of competitive bids or proposals when he or she determines in writing that there is only a single feasible source for the purchase. Immediately upon discovering that other feasible sources exist, the purchasing officer shall rescind the waiver and proceed to procure the products or services through the competitive process as described in this procedure. A single feasible source exists in any of the following circumstances:

- ▶ Products or services are proprietary and only available from the manufacturer or a single distributor.
- ▶ Based on past procurement experience, it is determined that only one (1) distributor services the region in which the products or services are needed.
- ▶ Purchases are available at a discount from a single distributor for a limited period of time, and the discount is significant based on the current market price and/or the last price paid for the product or service.
- ▶ Specific parts or authorized maintenance must be utilized to maintain validity of a warranty.
- ▶ The services of a particular provider are unique, such as speakers on a particular topic or authors.

3. **Approved Providers**

In some circumstances where products and services are routinely needed, the purchasing officer may competitively bid or negotiate for the product or service for use throughout the school year, based on past usage of the product or service. Such circumstances include, but

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are not limited to, the purchase of food, textbooks, office supplies or services such as bus maintenance or plumbing. The purchasing officer will use the single source purchasing process for unique products or services. Once a provider has been approved, district employees may purchase the designated products or services from the approved providers without additional competitive bidding.

Before designating approved providers, the purchasing officer will first determine that the district will receive quality products and services from the providers at a reasonable cost to the district. The purchasing officer will review and redesignate approved providers annually to ensure that the prices of the products and services provided remain competitive. Textbook providers will only be designated as approved providers if all statutory requirements are met. Approved providers may be designated at any time.

4. **Cooperative Purchasing**

Cooperative purchasing should be utilized when it is determined to be to the financial advantage of the district. Before joining a cooperative purchasing program, the purchasing officer will conduct an analysis to determine whether the cooperative purchasing program will result in a cost savings to the district based on the district's history of expenditures. This analysis will be conducted on an annual basis to determine whether the district should continue to participate in the program.

5. **Real Estate Brokers and Other Real Estate Services**

In situations where the district will discuss or make decisions regarding the lease, purchase or sale of real estate in closed session as allowed by law, the district is not required to publicly advertise and seek sealed bids for the services of a licensed real estate broker or other services incident to the sale, regardless of the ultimate cost of the service provided. Instead, the purchasing officer will contact at least two service providers to obtain bids or quotes for services and make a recommendation to the Board, or the district may contract with a real estate broker or other service provider that has previously provided services to the district. This exception does not apply to services required to be publicly bid by law, such as construction services, or other services for which there is a specified selection process in law or policy, such as architectural, engineering and land surveying services.

6. **Emergency Situations**

Unless prohibited by law, the superintendent may waive the requirement of competitive bids or proposals when he or she determines that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary in order to protect against further loss of or damage to property, or to prevent or minimize serious disruption

in services. If an employee utilizes this exception, he or she will contact the district's purchasing officer and the superintendent immediately to explain the situation.

Emergency purchases shall be made with as much competition as is practical under the circumstances, which may include calling known providers to obtain a quote or e-mailing vendors on the provider list and requiring an immediate response. Emergency purchases will only be utilized to purchase those products or services that are necessary to alleviate the emergency.

Leasing, Renting or Lease-Purchasing

Lease, rent or lease-purchase arrangements are subject to competitive bidding requirements in the same manner as other purchases. The Board may purchase apparatus, equipment and furnishings by entering into lease-purchase agreements with providers. Any agreement that results in school district ownership of the leased object must contain a provision that allows the district an option to terminate the agreement on at least an annual basis without penalty. All expenditures related to lease-purchase agreements shall be considered expenditures for capital outlay.

Legal Compliance

In addition to the bidding requirements of this procedure, the district will comply with all laws with respect to acquiring products and services including, but not limited to, the following:

1. All construction projects that may exceed an expenditure of \$15,000 shall be advertised in a newspaper of general circulation and competitively bid, in accordance with law, and may also be advertised in business, trade or minority newspapers or using other modes of communication such as the district's website. Bid specifications and contracts for construction projects will include all elements required by law including, but not limited to, prevailing wage, mandatory training, mandatory affidavits regarding the employment of authorized labor, and bonding requirements when applicable. See §§ 107.170, 177.086, 285.530, 290.210 - .340, 292.675, RSMo.
2. All purchasing of architectural, engineering or land surveying services must be advertised, bid and selected in accordance with Board policy and law. See §§ 8.285 - .291, RSMo.
3. Construction management services must be advertised, bid and selected in accordance with Board policy and law. See §§ 8.675 - .687, RSMo.
4. The district must competitively bid auditing services and select an auditor who meets the qualifications set by the Department of Elementary and Secondary Education (DESE). See 5 C.S.R. 30-4.030.

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5. Health and life insurance contracts will be competitively bid at least every three (3) years. See § 67.150, RSMo.
6. General liability and other forms of insurance contracts will be competitively bid at least every six (6) years. See § 376.696, RSMo.
7. Depositories of district funds will be competitively bid at least every five (5) years. See §§ 165.201- .291, RSMo.
8. The selection of food service management companies will be made in accordance with bidding requirements in state and federal law. See 7 C.F.R. § 210.16; 5 C.S.R. § 30-680.010.
9. When purchasing services using federal E-Rate Funds, the district will comply with federal law detailing the competitive bidding process. See 47 C.F.R. § 54.503.
10. Transactions with School Board members or employees, or businesses they own, will only be conducted as required by law and Board policy. See §§ 105.454, .458, 171.181, RSMo.
11. As a condition for the award of a contract to provide the district services in excess of \$5,000, the provider must submit a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States. See § 285.530, RSMo.

Purchasing Preferences

The district will comply with all purchasing preference requirements, in accordance with law.

1. When contracting for any job or service, the district will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers. See § 34.073, RSMo.
2. The district will give preference to all commodities manufactured, mined, produced or grown within the state and to all Missouri firms, corporations or individuals who supply commodities when quality and price are approximately the same. See § 171.181, RSMo.
3. The Board encourages district staff to purchase products manufactured, assembled or produced in the United States of America. See § 34.353, RSMo.
4. The district will purchase, to the maximum extent practicable, domestic commodities or products for its nutrition program. "Domestic commodity" means an agricultural commodity

that is produced in the United States of America, and "domestic product" means a food product that is processed in the United States of America substantially using agricultural commodities that are produced in the United States of America. See 7 C.F.R. §§ 210.21, 220.16.

5. When contracting for any job or service, the district will give a three-point bonus preference to service-disabled veteran businesses that are Missouri businesses or businesses that maintain Missouri offices or places of business. See § 34.074, RSMo.
6. When purchasing food or beverages to be processed or served in a building or room owned or operated by the district, the Board will give preference to those that contain a higher level of calcium if they are equal or lower in price and of the same type and nutritional quality. This consideration is in addition to any requirements of the U.S. Department of Agriculture under the National School Lunch Program or the School Breakfast Program. See § 34.375, RSMo.
7. When purchasing appliances with all or a portion of state funds, the appliance must have earned the Energy Star under the federal Energy Star program, unless exempted by the commissioner of the Office of Administration. See § 8.305, RSMo.
8. When purchasing coal for fuel purposes, the district must purchase coal mined in the state of Missouri or an adjoining state, if the cost is not greater than the cost of coal mined in any other state or states, including the cost of transportation. See § 34.080, RSMo.
9. Employees responsible for the purchase of cleaning products will consult DESE guidelines on environmentally friendly products prior to purchase. See § 161.365, RSMo.

~~Purchases of Goods or Services Requiring Separate Authorization~~

~~In addition to receiving approval from the person responsible for the budget code from which the purchase will be made, persons purchasing the following items must receive additional approval prior to making the purchase, regardless of the cost:~~

- ~~1. Computer hardware and software must be approved by the district's technology director.~~
- ~~2. Materials purchased with grant funds must be approved by the person designated as the grant administrator.~~
- ~~3. Construction or maintenance of district facilities must be approved by the district's facilities director.~~

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- ~~4. Travel expenses such as airline tickets and hotel reservations must be approved by the superintendent or designee.~~

Credit or Procurement Cards

~~District staff authorized by the superintendent may make purchases with district credit or procurement cards. In addition, district cards may be temporarily issued to any staff member who is traveling, when authorized by the superintendent, to efficiently pay for and document travel expenses.~~

The following rules apply to the use of district credit or procurement cards:

- ~~1. All purchases made with a district card must be attributed to the appropriate budget code and must conform to the Board-adopted budget.~~
- ~~2. Any employee using a district card shall sign a card usage agreement and receive training on applicable procedures for credit card use. An employee refusing to sign the form will not be issued a district card and will need to discuss alternative methods of making purchases with his or her supervisor.~~
- ~~3. District cards may not be used to purchase any item in excess of \$1,000, nor will any employee charge more than \$1,000 a month without prior written authorization by the superintendent or designee.~~
- ~~4. All charges must be verified with receipts.~~
- ~~5. District cards will not be used for purchases that would circumvent bidding required by law or district policy.~~
- ~~6. District cards will not be used to purchase personal items, unauthorized items or items that do not benefit the district.~~
- ~~7. Only the authorized employee to whom the card was issued may use the district card.~~
- ~~8. All employees issued a district card must take all reasonable measures to protect the card against damage, loss, theft or misuse. Any damage, loss, theft or misuse of the card must be reported to the superintendent or designee immediately.~~
- ~~9. District employees will surrender all district cards before leaving the district and upon demand by the district.~~

10. — Examples of appropriate expenditures using district cards include:

- → — Office supplies.
- → — Computer parts and accessories.
- → — Food for use in curriculum.
- → — Authorized online purchases.

11. — Examples of inappropriate expenditures using district cards include:

- → — Personal items.
- → — Cash advances.
- → — Building repairs.
- → — Telephone calls.
- → — Medical services.
- → — Legal services.
- → — Cellular phone charges.
- → — Alcoholic beverages.
- → — Tobacco products.
- → — Gasoline for a privately owned vehicle.
- → — Leaving a gratuity that exceeds 20 percent.

Provider Lists

The purchasing officer or designee will maintain lists of providers interested in receiving electronic notices of proposed district purchases. Any provider may request to be added to the list. It is the provider's responsibility to update contact information.

The purchasing officer will not include providers who have been suspended or debarred at the state or federal level, and the purchasing officer will remove providers when the district discovers that the provider has been suspended or debarred. The purchasing officer may remove providers from the provider list if they have not submitted a bid or proposal in more than one (1) year or have proven to be unreliable or unqualified. The purchasing officer will attempt to notify removed vendors using the last known e-mail address.

Debarred or Suspended Providers

The district will not do business with providers who have been suspended or debarred on a state or federal level, unless the superintendent authorizes the transaction and provides the Board written justification. If the district is currently under contract with a provider who becomes suspended or debarred, the district will comply with all legal obligations to the provider, but will not do business

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with the provider in the future until the provider is no longer suspended or debarred or the superintendent approves the purchase in writing.

The purchasing officer will monitor the state and federal information regarding suspension and debarment and will immediately notify staff members if a provider with whom the district regularly does business is suspended or debarred. Before making purchasing decisions, district staff will consult the purchasing officer for confirmation that the desired provider is in good standing.

An employee may make a written request to the superintendent to purchase from a suspended or debarred provider if the provider is a single-source provider or there are other extenuating circumstances. The written request must include the specific reasons the district should continue to do business with the provider.

Purchase Documentation

Documentation related to purchases must be maintained in accordance with the Missouri Secretary of State's retention manual and maintained in a centralized location so that there is a clear audit path linking the solicitation, evaluation, award and payment. When applicable, documentation should include:

1. Bid specifications.
2. Newspaper advertisements or posted notices.
3. List of providers contacted.
4. Original or copy of each written bid received.
5. Bid record/tabulation summary sheets.
6. Correspondence concerning the purchase.
7. Evaluation report, including an explanation if the order is awarded to anyone other than the low bidder.
8. Description of the emergency condition that existed if bids are obtained due to emergency conditions.
9. Description of the single feasible source purchase.
10. An explanation if the order is awarded to a non-Missouri manufacturer or service provider.

Receiving Products

All district buildings will have a designated receiving area where all products are delivered. Each building supervisor/administrator will designate two employees who will sign for products received at that building. An employee will not sign for receipt of a product that the employee requisitioned or ordered. Therefore, all employees must notify the employees designated to receive products when an item is ordered. However, if there is a question as to whether the product was ordered or there is a mistake in the order, the employee ordering the product will be consulted prior to consenting to the delivery. The designated employee will verify that sales tax was not charged before giving consent to a delivery.

Within one business day of receipt of a product, the employee who ordered it will inspect the product to ensure that the district received the appropriate quality and quantity of the product, that the product was delivered in a timely manner and that the price and quantity on the invoice matches the receipt. If the product is acceptable and the purchase was made by purchase order, the employee who ordered it will send proof of receipt to the purchasing officer so that the purchase order can be paid. If a partial shipment is received, the employee will send the receipt to the purchasing officer and will include notification that the entire order has not been received. If the purchase was made by credit or purchasing card, the employee issued the card will submit the receiving slip to the purchasing officer with the card statement. If the statement has already been paid prior to receipt, the employee issued the card will submit the receiving slip to the central office for documentation.

If the product is not what was ordered, the employee who ordered it will contact the provider immediately for correction. If the product cannot be replaced or the error corrected before the expiration of the purchase order, the employee will notify the purchasing officer immediately so that the first purchase order is canceled and a new purchase order is issued. If the provider refuses to correct the error, the employee will contact the purchasing officer immediately so that payment can be withheld or a protest filed with the credit or purchasing card issuer.

The building supervisor/administrator will designate one or more employees to verify all products received over the summer or in other situations where the employee who ordered a product is absent for an extended period of time. The person(s) designated will stand in place of the person ordering the product and perform the duties detailed above. The designated person(s) will attempt to notify the person who ordered the product, in addition to the purchasing officer, if there are any concerns.

All products received over the summer or in other situations where employees who ordered products are absent for an extended period of time will be stored in a secure, locked location and may only be removed by the employees who ordered the products or upon direction of the building supervisor/administrator or designee.

Receiving Services

REFERENCE COPY

FILE: DJF-API1
Critical

In general a service provider will only be paid after the employee who requested the service verifies that the service has been rendered in accordance with the specifications. Exceptions may be made for purchases such as membership dues, registration fees and travel expenses such as airline tickets. Employees will contact the purchasing officer if there are concerns regarding the quality of the service provided or if the service is not completed in a timely manner.

Payment

Because by law the Board must approve all bills, the purchasing officer will work with regular providers to arrange for a billing cycle that allows for official Board approval before payment, and yet protects the district from late fees or interest payments.

* * * * *

Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.

Implemented: 12/19/2006

Revised:

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: DJF-AP2
Critical

EXPLANATION: PURCHASING (Credit and Purchasing Cards)

The content of this procedure was previously a part of former DJF-AP. MSBA updated the procedure to match revisions to policy DJF and moved it into a different procedure to make both procedures less cumbersome and easier to follow.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: DJF-AP2
Critical

REFERENCE COPY

REFERENCE COPY

FILE: DJF-AP2
Critical

PURCHASING (~~Credit or Procurement~~and Purchasing Cards)

~~District staff authorized by the superintendent may make purchases with district credit or procurement cards. In addition, district cards may be temporarily issued to any staff member who is traveling, when authorized by the superintendent, to efficiently pay for and document travel expenses.~~ In accordance with Board policy, only the superintendent and purchasing officer will have access to and authority to use a district credit card. Other employees may receive a district purchasing card upon Board approval.

The following rules apply to the use of district credit or ~~procurement~~purchasing cards:

1. ~~All purchases made with a district card must be attributed to the appropriate budget code and must conform to the Board-adopted budget.~~ The Board will set limitations on the use of all cards. The limitations will only be revised with Board approval.
2. Any employee or Board member using a district card shall first sign a card usage agreement and receive training on applicable procedures for credit card use. ~~An employee refusing to sign the form will not be issued a district card and will need to discuss alternative methods of making purchases with his or her supervisor.~~
3. Employees and Board members issued credit or purchasing cards, including the purchasing officer and superintendent, must reconcile their statements every month. Documentation, including receipts and the appropriate budget code, will be produced in a timely manner for each item purchased. The purchasing officer will immediately confiscate the purchasing card of any employee who fails to provide the mandated documentation when required and will notify the superintendent.
4. The purchasing officer will examine all documentation prior to payment. If any purchase was made by an employee contrary to law, Board policy or administrative procedures or was inadequately documented, the purchasing officer will immediately confiscate the card and will notify the superintendent. If a Board member's card is involved, the superintendent will notify the Board president immediately. If the Board member in question is the president, or if the president is not available, the vice president will be notified. The president or vice president is authorized by policy to temporarily suspend a Board member's card until the issue is presented to the Board.
3. ~~District cards may not be used to purchase any item in excess of \$1,000, nor will any employee charge more than \$1,000 a month without prior written authorization by the superintendent or designee.~~

- ~~4. All charges must be verified with receipts.~~
- ~~5. District cards will not be used for purchases that would circumvent bidding required by law or district policy.~~
65. District cards will not be used to purchase personal items, unauthorized items or items that do not benefit the district.
6. Only the authorized employee or Board member to whom the card was issued may use the district card.
7. All employees persons issued a district card must take all reasonable measures to protect the card against damage, loss, theft or misuse. Any damage, loss, theft or misuse of the card must be reported to the superintendent or designee purchasing officer immediately.
8. District employees and Board members will surrender all district cards before leaving the district and when their employment or term ends or upon demand by the district.
9. Examples of appropriate expenditures using district cards include:
 - ▶ Office supplies.
 - ▶ Computer parts and accessories.
 - ▶ Food for use in curriculum.
 - ▶ Authorized online purchases.
10. Examples of inappropriate expenditures using district cards include:
 - ▶ Personal items.
 - ▶ Cash advances.
 - ▶ Building repairs.
 - ▶ Telephone calls or cellular phone charges.
 - ▶ Medical services.
 - ▶ Legal services.
 - ~~▶ Cellular phone charges.~~
 - ▶ Alcoholic beverages.
 - ▶ Tobacco products.
 - ▶ Gasoline for a privately owned vehicle.
 - ▶ Leaving a gratuity that exceeds 20 percent.

* * * * *

REFERENCE COPY

FILE: DJF-AP2
Critical

Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.

Implemented: 12/19/2006

Revised:

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: FEF
Critical

EXPLANATION: CONSTRUCTION CONTRACTS BIDDING AND AWARDS

1. Senate Bill 529 (2014) changed the Prompt Payment Act by:

- ▶ **Decreasing the maximum amount of payment that a district could retain from a possible ten percent to five percent.**
- ▶ **Allowing for a ten percent retainage if the project cost is such that the contractor is not required by law to obtain a bond.**
- ▶ **Reducing the retainage for "minor items" from 200 percent to 150 percent.**
- ▶ **Requiring the district to pay 98 percent of retainage, minus offsets contained in the contract or required by law, if the project is substantially complete.**
- ▶ **Requiring a written explanation if the district determines that the project is not substantially complete and does not intend to release the retainage. The explanation must be provided within 14 days and must describe why the work is not considered substantially complete and accepted by the district.**

MSBA did not include all of these details in the policy, but districts should become familiar with the new requirements and follow them during construction projects.

Senate Bill 529 also created a prompt payment provision for professional engineers, architects, landscape architects and land surveyors. These changes are intended to make it easier for contractors, professional engineers, architects, landscape architects and land surveyors to get paid. If the district does not make payment within 30 days of receiving the invoice, the district must pay interest at the rate of one and one-half percent per month, calculated from the expiration of the 30-day period until fully paid.

2. Senate Bill 529 also amended the bonding requirements for public works projects. Previously, § 107.170, RSMo., required the contractor to obtain a bond if the cost of the project was estimated to exceed \$25,000. The bond was required to cover "payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise." Senate Bill 529 now requires a bond only when the cost may exceed \$50,000.

3. MSBA has also added a section on change orders. After reading several audits performed by the Missouri State Auditor on political subdivisions, including school districts, MSBA concluded that change orders were often mishandled or poorly documented. The auditor recommends that a school district consider rebidding work included in a change order that was not included in the scope of the original project and that changes the project substantially. MSBA has chosen to allow the personal representative to approve change orders of less than \$5,000 without a vote of the Board. This amount is not set in law, but MSBA cautions districts not to raise this amount significantly since change orders are a common cause of overspending.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

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FILE: FEF
Critical

CONSTRUCTION CONTRACTS BIDDING AND AWARDS

The West Plains R-VII School District seeks to provide and maintain safe facilities capable of supporting the educational mission of the district, while at the same time utilizing public funds prudently.

Definitions

For the purposes of this policy, the following definitions apply:

Construction – Building a new facility or improving, enlarging, altering, painting, decorating, excavating, demolishing or performing major repairs on an existing facility.

Facility – A building, structure, stadium, field or parking lot, or part thereof, such as a roof or heating or air conditioning system.

Major Repair – Replacement or repair of existing facilities when the size, type or extent of the facility is changed or increased.

Personal Representative – Unless otherwise specified in a construction contract, the district's personal representative is the superintendent or designee.

Project Planning

Construction projects will be planned to cause the least disruption to the district's educational program and to ensure the safest possible environment for students, staff and the public. District staff will rely on the district's long-term facilities plan when making decisions regarding construction and major repair of district facilities. The district is committed to providing accessible facilities. All projects will comply with laws regarding accommodations for individuals with disabilities, and the district will consider recommended accommodations as well.

Before bidding a project, the district will determine whether engineering, architectural or land surveying services are required and will select those services in accordance with law and Board policy. The superintendent or designee is authorized to contact legal counsel for assistance in drafting or reviewing proposed contract language.

The district may enter into a union-only project labor agreement if the district 1) is utilizing no more than 50 percent of state funds on the construction project, 2) conducts an impact analysis, 3) publishes the results of that analysis and the reasons for requiring such an agreement, and 4) holds a public hearing, as required by law. The district will publish its determination on whether to require a union-only project labor agreement within 30 days of the public hearing.

Purchasing Materials

All materials purchased either directly by the district or indirectly by the contractor or subcontractors must comply with legal requirements, including the purchasing preferences required by law.

Bidding

All construction projects that may exceed an expenditure of \$15,000 shall be advertised in a newspaper of general circulation, in accordance with law, and may also be advertised in business, trade or minority newspapers or other modes of communication such as the district's website or other websites. Projects will not be split or artificially divided for the purpose of avoiding these competitive bidding requirements.

Prior to advertising for bids, the superintendent or designee and the architect or construction manager, if applicable, will draft detailed bid specifications for the construction project. Bid specifications will include all legal mandates including, but not limited to, requiring:

1. Compliance with prevailing wage requirements.
2. Laborers to receive mandatory safety training.
3. Contractors bidding on a contract for services in excess of \$5,000 to provide a sworn affidavit and supporting documentation that affirms the contractor's participation in a federal work authorization program, such as E-Verify, and that the bidder will not employ illegal workers for the project. A contractor is only required to provide this affidavit to the district annually.
4. A performance bond if the project is estimated to exceed ~~\$25,000~~ 50,000.

The Board of Education may also require a bidder's bond in an amount determined by the estimated cost of the project.

In accordance with the Sunshine Law and Board policy, the Board ~~will~~ may discuss bid specifications in closed session, and the content of those bid specifications will remain confidential until they are officially approved by the Board or published for bidding. Likewise, sealed bids and related documents will be closed until the bids are opened.

Sealed bids may be opened at a public meeting of the Board of Education or by administrative personnel. In either case, all bids shall be publicly opened, and the date, time and place of the bid opening shall be included in the bid notice. Notice of the bid opening will also be posted for the public.

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FILE: FEF
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The district will not entertain bids that are not made in accordance with the specifications furnished by the district. The district reserves the right to waive minor technical defects in a bid, reject any or all bids, reject any part of a bid and to advertise for new bids. If the scope of the project changes substantially, the district will rebid the project.

The Board will determine which responsible bidder has the lowest bid and direct the superintendent or designee to negotiate a satisfactory contract prior to final approval of the bid.

Contracting

The superintendent or designee is authorized to consult legal counsel regarding contract language. Any contract the district enters into must include all legally required provisions. The contract must be approved by an affirmative vote of a majority of the whole Board to be binding.

Payment and Retainage

~~When applicable, the architect or construction manager shall approve all payment requests from contractors prior to submission to the Board of Education for payment. The superintendent or designee will examine all work performed on projects where no architects or construction managers are used.~~

~~Pursuant to prevailing wage laws, an Affidavit of Compliance must be filed with the district before payment will be approved. The district will withhold and retain any amounts due as a result of any violation of the prevailing wage law prior to making final payment with any contractor.~~

Unless contrary to any federal funding requirement or unless funds from a state grant are not received in a timely manner, the district's personal representative will make ensure that prompt payment on any invoices received, after thorough inspection of the work provided and verification that all legal requirements have been met is made to the contractor and any professional engineer, architect, landscape architect or land surveyor in accordance with law and the contract governing the construction project. However, in accordance with law, the district may retain a portion of the payment until after the entire project has been completed.

The Board must approve the payment of all bills by an affirmative vote of a majority of the whole Board.

The personal representative shall pay any professional engineer, architect, landscape architect or land surveyor the amount due within 30 days following the receipt of an invoice prepared and submitted in accordance with the contract terms. In addition to the payment due, the contracting agency shall pay interest at the rate of one and one-half percent per month, calculated from the expiration of the 30-day period until fully paid.

Contractors

In accordance with law, the district's personal representative may retain a portion of the payment to a contractor, not to exceed five percent of the value of the contract or subcontract, until after the entire project has been completed. If the contractor is not required by law to obtain a bond because the cost of the project is not estimated to exceed \$50,000, the district's personal representative will retain an amount equal to ten percent of the value of the contract or subcontract.

When applicable, the architect or construction manager shall approve all payment requests prior to submission to the Board of Education for payment. The superintendent or designee will examine all work performed on projects where no architects or construction managers are used.

Pursuant to prevailing wage laws, an Affidavit of Compliance must be filed with the district before payment will be approved. The district will withhold and retain any amounts due as a result of any violation of the prevailing wage law prior to making final payment with any contractor.

Change Orders

Change orders in excess of \$5,000 will not be approved without Board action. The district's personal representative may authorize change orders of less than \$5,000 and submit verification of the payment to the Board as soon as possible. The personal representative may not restructure a change order in an attempt to circumvent the requirement for Board approval. All change orders approved by the Board or the personal representative shall be documented and retained with other documents related to the construction project. If a submitted change order includes work outside the scope of the original project that results in a substantial change, the Board will rebid the work contained in the change order unless there is evidence that doing so would result in increased costs.

Construction Projects Conducted on Behalf of the District

The district appreciates business and community support of its educational mission and welcomes both financial and physical contributions to the district. It is important for taxpayers and patrons to understand that various laws apply to projects conducted on behalf of the district, even if not directly funded by the district. Further, because the district facilities are used by a large number of people, it is essential that all construction projects adhere to the highest level of quality and safety. The district and the donor must ensure compliance with all applicable laws before a construction project is conducted on school grounds, regardless of the source of the labor or method of payment.

* * * * *

REFERENCE COPY

FILE: FEF
Critical

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 12/21/1999

Revised: 03/16/2004; 01/20/2009; 04/20/2010; 04/16/2013;

Cross Refs: BBFA, Board Member Conflict of Interest and Financial Disclosure
DJF, Purchasing
DK, Payment Process

Legal Refs: §§ 34.057, .059, .216, 107.170, 162.301, 177.086, 285.530, 290.210 - .340, 292.675,
432.070 - .080, 493.010 - .140, 610.021, RSMo.
8 C.S.R. 30-3.010 - .060

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: FEF-AF1
Critical

EXPLANATION: CONSTRUCTION CONTRACTS BIDDING AND AWARDS (*Statement of Volunteer Construction Worker*)

This is a NEW form for district consideration. House Bill 1594 (2014) changed the prevailing wage law to allow a person to volunteer his or her labor on a district construction project without being paid the prevailing wage. To volunteer these services, the person must agree in writing that he or she is volunteering and is not entitled to the prevailing wage. MSBA has drafted this sample form to assist districts in complying with the law when using volunteer labor.

Districts may want to require proof of insurance or add a liability waiver to this form as well, but should first contact the district's private attorney for specific language.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: FEF-AF
Critical

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FILE: FEF-AF1
Critical

CONSTRUCTION CONTRACTS BIDDING AND AWARDS (Statement of Volunteer Construction Worker)

I, _____ [print name], am volunteering my labor without pay to the **FIELD**(
DistrictCommonName) for the following project [describe the work to be done]:

I am not working for wages and will not be paid the prevailing wage for this project. There has not been any promise of benefit or remuneration for my labor. I am not a prisoner in any jail or prison facility, and I am not performing community service pursuant to the disposition of a criminal case. I have not been otherwise employed for compensation at any time in the construction or maintenance of this project. I have not been forced, compelled or otherwise intimidated by my employer into performing this work.

Worker's Signature

Date

* * * * *

Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: **FIELD**(AdoptDate)

Revised:

FIELD(DistrictLocationLine)

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FILE: GBCA
Critical

EXPLANATION: STAFF CONFLICT OF INTEREST

Senate Bill 719 (2014) modified the conflict of interest provisions to allow all employees of all school districts to do business with the district where they are employed subject to notice and bidding requirements and statutory limitations. Previously, the law prohibited employees of districts in first-class counties from selling personal property to the district where they were employed, but allowed district employees from second-, third- and fourth-class counties to do so. Now there is no distinction. For that reason, MSBA will no longer have two versions of this policy.

In addition, Senate Bill 719 corrected a situation allowing "administrative and executive employees" to legally engage in business transactions with their employing districts while excluding other employees from doing so. The notice and bidding requirements applicable to all employees have been extended to apply to employees' spouses, dependent children in their custody and businesses with which the employees are associated.

MSBA has added several items to the "Additional Prohibitions" section and one to the "Administrative and Executive Employees" section. *Except for the statements about copyright, tutoring and not accepting gifts, these provisions were already part of the conflict of interest laws but had not been included in this policy.*

MSBA modified the statement about gifts from students to allow for a situation where the members of a team, club or other student group all contribute a small amount of money to purchase a gift for a coach or sponsor. At only five dollars per student, this could easily break the previous \$50 limit, so MSBA has raised the limit to \$100.

This policy now includes a section intended to remind superintendents, chief financial officers and district general counsel—if the district employs these persons—to annually fill out a personal financial disclosure statement.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GBCA
Critical

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FILE: GBCA
Critical

STAFF CONFLICT OF INTEREST

(Districts Including No Portion of a First-Class County)

Employees of the Board will not engage in any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as members of the West Plains R-VII School District staff and may be disciplined or terminated for doing so. All employees of the West Plains R-VII School District shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their employment capacities violate the provisions of this policy or conflict with the mission of the district.

Definitions

Business with Which an Employee Is Associated – For the purposes of this policy, a "business with which a person an employee is associated" means:

1. A sole proprietorship owned by the employee, his or her spouse, or any dependent children in the person's custody.
2. A partnership or joint venture in which the employee or spouse is a partner, other than as a limited partner of a limited partnership, and any corporation or limited partnership in which the employee is an officer or director or of which the employee, or his or her spouse or dependent children in the employee's custody, whether singularly or collectively, own more than ten percent of the outstanding shares of any class of stock or partnership units.
3. Any trust in which the employee is the settlor or trustee, or in which the employee, spouse or dependent children, singularly or collectively, are beneficiaries or holders of a reversionary interest of ten percent or more of the corpus of the trust.

Special Monetary Benefit – Being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected.

Sale, Rental or Lease of Personal Property (Property other than Real Estate)

No employee of the district shall sell, rent or lease any personal property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

Sale, Rental or Lease of Real Property (Real Estate)

No employee of the district shall sell, rent or lease any real property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice.

Independent Contractor Services

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

Additional Prohibitions

~~The following activities are explicitly prohibited:~~

1. ~~Except as allowed in this policy, employees or businesses with which they are associated are prohibited from selling or providing personal property to the district.~~ Employees may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to themselves or any third person. This includes a gift or contribution made or received in relationship to or as a condition of the performance of an official act.
2. Employees shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouse or any dependent children in their custody.
3. Employees will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouse or any dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Employees shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
25. ~~An e~~ Employees will not participate in any manner, attempt to directly or indirectly, in which the employee attempts to influence any ~~district~~ decision of the district when the employee

REFERENCE COPY

FILE: GBCA
Critical

knows the result of the decision may be the **district's** acceptance of the performance of a service or the sale, rental or lease of any property to the district and the employee, his or her spouse, dependent children in his or her custody or any business with which the employee is associated will benefit financially.

36. An employee will not use his or her position with the district to influence purchases made by students or ~~their~~ parents/guardians ~~resulting that result~~ in the financial gain of the employee, the employee's spouse, the **employee's** dependent children of the employee, or businesses with which they are associated, unless authorized by the Board of Education.
47. An employee will not trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images or other intellectual property created by the employee in ~~their~~ **his or her** capacity as an employee of the district, unless authorized by the Board of Education. The district will not pay royalties, licensing fees or other fees **to employees or businesses with which they are associated for the** use of intellectual property ~~an employee creates in his or her capacity as an employee of the district to employees or businesses with which the employee is associated~~ **created by employees in their employment capacities**, unless authorized by the Board of Education.
58. An employee will not receive compensation, other than the compensation received from the district, for tutoring students currently enrolled in a class the employee teaches unless authorized by the Board of Education. Any private tutoring of students for a fee on district property is subject to facility usage policies and procedures.
69. Employees will not accept gifts of substantial value from vendors, **individual** students or parents/guardians unless authorized by the Board of Education **or the employee's immediate supervisor**. For the purposes of this policy, a gift has a "substantial value" if it is worth more than \$50**100**.
7. ~~Employee will not use district property, including the district's intellectual property, or confidential information obtained in their capacity as employees of the district to financially benefit themselves or any other person or business unless authorized by the Board of Education.~~

Use of Confidential Information

Employees shall not use or disclose confidential information obtained in the course of or by reason of their employment in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which they are associated or any other person. Even when there is no financial gain involved, misuse of confidential information or

failure to keep information confidential violates Board policy and could also violate state and federal law.

Administrative ~~or~~ and Executive Employees

In addition to the above-listed requirements, the following restrictions apply to all administrative ~~or~~ and executive employees in the school district, in accordance with law. Administrative and executive employees of the district may ~~not~~:

- ~~1. Provide services to the district as independent contractors, in addition to the compensation provided for the performance of their official duties. If the compensation for such services exceeds \$500 per transaction or \$5,000 per year, the district must first give public notice and competitively bid the services and the district employee's bid must be the lowest received.~~
- ~~2. Sell, rent or lease personal property to the district. The transaction must be bid and the employee's bid must be the lowest received if the compensation for the property exceeds \$500 per transaction or \$5,000 per year.~~
- ~~3. Sell, rent or lease real estate to the district. Public notice of the transaction must be given prior to execution if the compensation for the property exceeds \$500 per transaction or \$5,000 per year.~~
41. ~~Not~~ Receive compensation or payment for services from any person, firm or corporation, other than the compensation provided by the district for the performance of their official duties, to attempt to influence a decision by the district.
52. ~~Not~~ Perform any service for compensation by which they attempt to influence a decision of the district for one year after the termination of their employment with the district.

Financial Disclosure

The superintendent, chief purchasing officer and general counsel, if employed full-time by the district, will file an annual disclosure statement with the Missouri Ethics Commission in accordance with law and Board policy BBFA.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

REFERENCE COPY

FILE: GBCA
Critical

Adopted: 04/20/1999

Revised: 12/20/2005;

Cross Refs: BBFA, Board Member Conflict of Interest and Financial Disclosure
DA, Fiscal Responsibility
DJF, Purchasing
DN, Surplus District Property
KG, Community Use of District Facilities

Legal Refs: §§ 105.450 - .458, .462, .466 - .467, .472, 168.114, .126, 171.181, RSMo.

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GBCBC
Critical

EXPLANATION: STAFF ABSENCES AND TARDINESS

This is a NEW policy for district consideration. MSBA has removed language from GCBDA and GDBDA regarding excessive absences and tardiness and created this policy so that districts may address the thorny issue of employee attendance in more detail. Unfortunately, many districts struggle with employees who do not value regular attendance. This policy allows the district to address the topic separately from paid leaves.

MSBA recommends this policy language because Senate Bill 510 (2014) amended the state unemployment statute to give employers greater freedom in challenging unemployment claims for terminations due to any of the following:

1. A violation of an employer's no-call, no-show policy.
2. Chronic absenteeism or tardiness in violation of a known policy of the employer.
3. Two or more unapproved absences following a written reprimand or warning relating to an unapproved absence, unless the absence is protected by law.

In addition, the law allows for unemployment to be challenged for "violation of an employer's rule." For these reasons, it is important for the district to have a strong attendance policy and written rules on the district's expectations regarding attendance.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GBCBC
Critical

REFERENCE COPY

REFERENCE COPY

FILE: GBCBC
Critical

STAFF ABSENCES AND TARDINESS

Consistent contact with students and coworkers is necessary for an optimal learning environment and an effective working environment. Therefore, consistent attendance is an essential duty of any employee's position. While some absences are unavoidable, when an employee is routinely tardy, frequently absent or is absent for an extended period of time, the learning environment and district operations are negatively impacted.

Employees may be disciplined or terminated for excessive absences or tardiness, which includes situations where employees come to work late, leave early or abandon their duties without permission from a supervisor. Unless authorized by the Board or the superintendent or otherwise authorized by law, an employee's absence or tardiness will be considered excessive or unreasonable in any of the following circumstances:

1. The absence is for a reason not granted as paid or protected leave under Board policy or law.
2. The absence results in the employee exceeding the amount of leave granted by the Board.
3. The employee has not otherwise exhausted applicable leave days, but the absence exceeds 5 days a month, 20 days in a semester or 40 days per school year or is otherwise disruptive to district operations, as determined by the district.
4. The employee fails to appropriately notify the district of an absence as soon as possible after the employee knows he or she will be absent (commonly called No-Call, No-Show).
5. The employee does not provide the district complete and accurate information about the absence, does not respond to requests for information, or does not provide documentation related to the absence as requested or required.
6. The employee does not first obtain permission to be absent from the appropriate supervisor when required to do so.
7. The absence is for any reason other than the one given for the absence.

Even if the absence or tardiness is authorized by the Board or the superintendent, if the absence or tardiness occurs for a reason not granted as paid leave under Board policy or if it exceeds the number of days the employee has been granted under a designated leave, the employee's salary will be docked. Violation of this policy constitutes misconduct and may result in the loss of unemployment benefits if a claim is filed.

Employees will not be disciplined or terminated for absences qualifying for protection under the Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Reemployment Rights Act (USERRA) or other applicable law.

Failure to Contact the District

If an employee without an employment contract is absent from work, does not contact his or her supervisor, and does not respond to attempts by the district to contact the employee and the employee's emergency contact, the district will assume the employee has resigned his or her employment with the district and will consider the position vacant.

If an employee with an employment contract is absent from work, does not contact his or her supervisor, and does not respond to attempts by the district to contact the employee and the employee's emergency contact, the district will send a letter and any other appropriate communication to the employee stating that if the employee does not contact the district, the district will assume that the employee has voluntarily resigned from his or her position with the district. If the employee still does not contact the district, the district will assume that the employee has resigned and will consider the position vacant.

The district may share with potential employers seeking information about a former employee the fact that the employee failed to contact the district or resign.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: DLB, Salary Deductions
HPA, Employee Walkouts, Strikes and Other Disruptions

Legal Refs: §§ 168.114, .116, 288.030, RSMo.
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619
Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C.
§§ 4301-4333
Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)

REFERENCE COPY

FILE: GBCBC
Critical

Stewart v. Board of Educ. of Ritenour, 574 S.W.2d 471 (Mo. Ct. App. 1978)
Aubuchon v. Gasconade County R-I Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App. 1976)

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GCBDA-AP
Critical

EXPLANATION: **PROFESSIONAL STAFF SHORT-TERM LEAVES AND ABSENCES**
(Family and Medical Leave Notice to Employees)

Districts should REMOVE this procedure. Language from this procedure has been merged into policy GBBDA, Family and Medical Leave.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCBDA-AP
Critical

REFERENCE COPY

REFERENCE COPY

FILE: GCBDA-AP
Critical

~~PROFESSIONAL STAFF SHORT-TERM LEAVES AND ABSENCES~~ ~~(Family and Medical Leave Notice to Employees)~~

~~Rights under the Family and Medical Leave Act (FMLA) of 1993~~

~~FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year and for at least 1,250 hours over the previous 12 months and if there are at least 50 employees within 75 miles.~~

~~Reasons for Taking the Leave~~

~~Leave must be granted for any of the following reasons:~~

- ~~▶ To care for the employee's child after birth or placement for adoption or foster care;~~
- ~~▶ To care for the employee's spouse, son or daughter or parent who has a serious health condition;~~
- ~~▶ For a serious health condition that makes the employee unable to perform the employee's job.~~

~~At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave and counted against the 12-workweek entitlement.~~

~~Advance Notice and Medical Certification~~

~~The employee may be required to provide advance leave notice and medical certification. Leave may be denied if requirements are not met.~~

~~The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."~~

- ~~▶ An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and fitness-for-duty report to return to work.~~

~~Job Benefits and Protection~~

~~For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."~~

FILE: GCBDA-AP
Critical

REFERENCE COPY

- ~~Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.~~
- ~~The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.~~

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- ~~Interfere with, restrain or deny the exercise of any right provided under FMLA;~~
- ~~Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.~~

Enforcement

~~The U.S. Department of Labor is authorized to investigate and resolve complaints of violation.~~

- ~~An eligible employee may bring a civil action against an employer for violations.~~

~~FMLA does not affect any federal or state law prohibiting discrimination or supersede any state law or local policy which provides greater family or medical leave rights.~~

~~For additional information, contact the nearest office of Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.~~

~~*****~~

~~**Note:** *The reader is encouraged to review policies and/or forms to related information in this administrative area.*~~

~~Implemented:~~

~~Revised:~~

~~West Plains R-VII School District, West Plains, Missouri~~

REFERENCE COPY

FILE: GCBDA
Critical

EXPLANATION: PROFESSIONAL STAFF SHORT-TERM LEAVES

MSBA is updating this policy to move the information regarding excessive absences and tardiness to a new policy, GBCBC. MSBA has moved this information for clarity, so that this policy may be devoted exclusively to leaves, and to allow districts room to expand on the topic of excessive employee absences.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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	Facility Maintenance		Food Service		Gifted
X	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCBDA
Critical

REFERENCE COPY

REFERENCE COPY

FILE: GCBDA
Critical

PROFESSIONAL STAFF SHORT-TERM LEAVES ~~AND ABSENCES~~

Consistent contact with students and staff is important to the learning environment and district operation and therefore is an essential duty of a professional staff member's position. ~~When a professional staff member is routinely tardy, frequently absent or is absent for an extended period of time, the learning environment and district operations deteriorate, and the students suffer.~~ However, the Board recognizes that there are circumstances that require an employee to miss work, and the purpose of this policy is to identify situations where paid and unpaid leave from work are appropriate.

~~Professional staff employees may be terminated for excessive absences or tardiness. Unless authorized by the Board or the superintendent or otherwise authorized by law, an employee's absence or tardiness is considered excessive if it:~~

- ~~1. Is for a reason not granted as paid or protected leave under Board policy.~~
- ~~2. Exceeds the number of days allotted by the Board for that particular leave.~~
- ~~3. Is for a reason authorized by Board policy but exceeds five days a month, ten days in a semester or 20 days per school year.~~

~~Even if the absence or tardiness is authorized by the Board or the superintendent, if the absence or tardiness occurs for a reason not granted as paid leave under Board policy or if it exceeds the number of days the employee has been granted under a designated leave, the employee's salary will be docked.~~

~~No employee will be disciplined or terminated for absences qualifying for protection under the Family and Medical Leave Act (FMLA) or other applicable law (see Board policy GBBDA).~~

The district may require an employee to provide the district verification of illness from a healthcare provider **or supply other documentation verifying the absence** before the district applies sick leave or other applicable paid leave to the absence. In accordance with law, the district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

This policy does not apply to temporary or substitute staff members unless otherwise noted.

The following leaves with pay will be provided to full-time professional staff employees:

1. **Paid Leave** – Professional staff employees whose assignments call for 12 months of full-time employment will receive 12 days of paid leave. Professional staff employees whose

assignments call for full-time employment only during the regular school term will receive ten days of paid leave. Unused sick leave will be cumulative to 100 sick leave days. An absence of over one through four hours shall be counted as a half-day of sick leave. An absence of over four hours shall be counted as a full day of sick leave.

Absences may be charged against paid leave for the following reasons:

- a. Illness, injury or incapacity of the employee. The Board reserves the right to require a healthcare provider's certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation. FMLA health certification procedures apply to FMLA-qualifying absences, even if such absences are paid sick leave.
- b. Illness, injury, incapacity or funeral of a member of the immediate family. The Board defines "immediate family" to include:
 - ▶ The employee's spouse.
 - ▶ The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
 - ▶ Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.(Note: "Family" for FMLA purposes is more limited.)
- c. Illness, injury or incapacity of other relatives, with permission granted by the superintendent.
- d. Pregnancy, childbirth and adoption leave in accordance with this policy.
- e. Tax investigation.
- f. Court appearances, unless applicable law or policy provides for paid leave.
- g. Wedding or graduation.
- h. Observance of a religious holiday.

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FILE: GCBDA
Critical

- i. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday or before or after school hours, including parent-teacher conferences.
- j. Absences under leaves authorized by law, policy or the Board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- k. Leave for other purposes as approved by the principal.

Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, schools may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

During the period a district employee receives Workers' Compensation benefits for time lost to work-related incidents (paid @ 2/3 the employee's salary), the employee may use one-half day of paid leave to supplement the Workers' Compensation benefit amount. The amount of the Workers' Compensation Benefit Check will be subtracted from the employee's regular payroll amount.

Any certificated employee who is a member of a retirement system shall remain a member during any period of leave under sick leave provisions of the district or under Workers' Compensation. The employee shall also receive creditable service credit for such leave time if the employee makes contributions to the system equal to the amount of contributions that he or she would have made had he or she been on active service status.

Whenever possible, it is expected that requests for paid leave will be made in writing to the designated administrator at least 48 hours in advance of the time leave is requested. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical. The administrator will respond promptly to the employee's written request.

Payment for Unused Sick Leave Days

The purpose of this policy is to help reduce the number of sick days used by certified staff in order to continue our students' education with the use of fewer substitute teachers. Any member of the Public School Retirement System of Missouri (PSRS) currently employed as a teacher or administrator (hereinafter "employee") by the West Plains R-VII School District may participate in the unused sick day policy if the member meets the criteria and complies with the procedures set forth below. An employee who wishes to participate in the unused

sick day policy must exercise his or her options on or before June 1 in the year the employee is leaving the district. This only applies to the year that the employee is leaving the district (either resignation or retirement).

Eligibility

- ▶ Participating individual must be certified staff and a member of the PSRS.
- ▶ It is the sole responsibility of the eligible certified employee to notify the superintendent by June 1 of the year that the employee is eligible and wishes to participate in the unused sick day policy.
- ▶ Employee must be on full-time status.

Amount of Compensation

Fifty dollars per accumulated sick day as of June 1, with a maximum of 100 days. This amount will be added to employee's last paycheck.

Survivorship Payment

- ▶ The employee shall designate a beneficiary on the application at the time of filing a declaration to participate in the unused sick day policy.
- ▶ In the event of the employee's death after separation from the district, but prior to completion of all payments provided under this policy, the designated beneficiary shall receive payments at the intervals prescribed under this policy.
- ▶ Any change to the designation of beneficiary must be submitted to the office of the Board of Education in writing.

2. **Vacation** – All professional staff employed on a 12-month basis will receive one to two weeks of vacation per year. An employee must submit a written request for vacation to the superintendent or designee and receive written authorization before taking vacation days. If the employee's absence may disrupt district operations, the superintendent or designee has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

A district employee may not use vacation days during the period the employee receives Workers' Compensation for time lost to work-related incidents.

REFERENCE COPY

FILE: GCBDA
Critical

Unless otherwise provided, the following leaves will be provided to full-time and part-time professional employees.

1. **Holidays** – July 4th, Labor Day, Thanksgiving, Christmas, Memorial Day and New Year's Day. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the superintendent or designee, arranged well in advance, and is not considered personal leave.
3. **Military Leave** – The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 – September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.
4. **Election Leave** – Any employee who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The employee must notify the district at least seven days prior to any election in which the employee will serve as an election judge. No employee will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the employee's service as an election judge.
5. **Leave to Vote** – Employees who do not have three successive hours free from work while the polls are open will be granted a leave period of up to three hours to permit the employees three successive hours while the polls are open for the purpose of voting. Requests for such leave must be made prior to election day, and the employee's supervisors will designate when during the workday the leave should be taken. Any employee who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.
6. **Jury Duty Leave** – An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process or time spent actually serving on a jury. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.

7. **Leave for Court Subpoena** – If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave. Other court appearances will be deducted from personal leave.
8. **Firefighter Leave** – Employees will be allowed to use personal, vacation and/or unpaid leave for any time taken to respond to an emergency in the course of performing duties as a volunteer firefighter. For the purposes of this section, "volunteer firefighter" includes members of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or those activated by the Federal Emergency Management Agency (FEMA) in times of national disaster. Employees covered under this section shall not be terminated from employment for joining a volunteer fire department or for being absent from or late to work in order to respond to an emergency. Employees shall make every reasonable effort to notify the principal or supervisor if the employee may be absent from or late to work under this section. Employees are required to provide their supervisors with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency along with the time and date of the emergency.
9. **Crime Victim Leave** – Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal or sick leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.
10. **Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.
11. **Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency

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FILE: GCBDA
Critical

in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that an employee be exempted from responding to a specific mission.

Pregnancy, Childbirth and Adoption Leave

This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. The district shall only apply up to six weeks of accrued paid leave to such absences.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation ~~leave~~ or unpaid leave.

Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 09/23/2003

Revised: 03/15/2005; 05/21/2008; 01/20/2009; 04/19/2011; 05/15/2012; 04/16/2013;

Cross Refs: DLB, Salary Deductions
HA, Negotiations with Employee Representatives
HPA, Employee Walkouts, Strikes and Other Disruptions

Legal Refs: §§ 41.1000, .1005, 105.270 - .271, 115.102, .639, 168.122, 169.595, 320.200, .330 - .339, 494.460, 595.209, RSMo.

FILE: GCBDA
Critical

REFERENCE COPY

Fair Labor Standards Act, 29 U.S.C. §§ 201 - 219^{8(c)}

Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619

Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy
Discrimination Act, 42 U.S.C. § 2000e(k)-1 - 2000e-17

29 C.F.R. § 1604.10

~~Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)~~

~~Stewart v. Board of Educ. of Ritenour, 574 S.W.2d 471 (Mo. Ct. App. 1978)~~

~~Aubuchon v. Gasconade County R-I Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App. 1976)~~

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GCPB
Critical

EXPLANATION: RESIGNATION OF PROFESSIONAL STAFF MEMBERS

MSBA has updated this policy for clarity and legal compliance.

MSBA has revised this policy so that the Board no longer needs to accept resignations from at-will professional employees (those without employment contracts). MSBA has also attempted to clarify the resignation process for professional employees with contracts.

MSBA has amended the section titled "Allegations of Sexual Misconduct with a Student." In 2013 the legislature amended the Amy Hestir Student Protection Act to require districts to share information with not only other public schools, but also charter schools, regarding employees who have resigned from the district due to allegations of sexual misconduct.

MSBA has also added language to this policy that makes it clear that the district may share information with future potential employers about situations where an employee has left the district unprofessionally by failing to resign, failing to give adequate notice of resignation or breaking an employment contract with the district. Because this is factual information about the employee's performance, policy GBLB already allows districts to share this information. However, this added language is an additional reminder to employees regarding this potential consequence.

Liquidated Damages

Some districts want to charge liquidated damages to employees who break employment contracts with the district. Please be advised that liquidated damages can only be applied if the district issues an employee an employment contract, and the employee breaks the contract. At-will employees cannot be subject to liquidated damages or any other type of penalty for suddenly leaving the district, just as the district can terminate employment or lay off these employees as well. If the district does contract with employees and intends to charge liquidated damages to employees who break those contracts, the district MUST include liquidated damages in the employment contracts. It is not enough to put liquidated damages provisions in the policy. However, districts that charge liquidated damages may wish to include the following sample language above the fourth paragraph of the "Employees with Contracts" section of this policy:

If an employee under contract with the district is not released from the contract and chooses to break the contract, the district is entitled to compensation for the costs of finding a suitable replacement, training expenses and other disruptions. Because the actual damages will be difficult, if not impossible, to ascertain, the Board agrees that the following damage amounts are a reasonable estimation of the damages:

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If the written resignation is received by the superintendent or designee by:

The employee will pay:

June 1 – June 30

[amount or percentage of contract]

July 1 – July 31

[amount or percentage of contract]

August 1 or later

[amount or percentage of contract]

The district may deduct the damage amounts from the employee's paycheck or other compensation the district owes the employee if the employee has agreed to these deductions by contract or in writing or if the district otherwise determines it has the legal authority to do so. If a payroll deduction is not possible or is insufficient to cover the damage amount owed by the employee, the employee must pay the balance of the damage amount within one month of submitting his or her resignation to the superintendent or designee to prevent the Board from taking action against the employee for breach of contract.

If the employee does not pay liquidated damages as required, the Board reserves the right to pursue....

Early Resignation Incentives

Some districts also have early resignation incentives. If this is true for your district, this is a good policy in which to incorporate that incentive. Districts may wish to use the following sample language:

Early Resignation Incentive

In order for the district to recruit, employ and appropriately train replacement employees, the district will pay certificated professional staff members a monetary incentive to notify the district in writing of their resignation no later than [date] if the resignation is effective beginning the following fiscal or school year. The monetary amount will be set by the Board and may change on an annual basis.

Please note: If the district uses this optional language, the district will not be able to utilize state statute § 169.596, RSMo., which allows school districts to employ retirees on a full-time basis for up to two years if the district has an employee shortage (Critical Shortage Exception), and allows the employee to continue to collect retirement benefits through the Public School Retirement System (PSRS).

There are many conditions school districts must follow to qualify to use the Critical Shortage Exception. One in particular is that the district cannot have offered an early retirement

REFERENCE COPY

FILE: GCPB
Critical

incentive for the previous two years. The PSRS has determined that any policy that conditions payment upon termination of employment with the district is an “early retirement incentive,” even if the policy does not mention retirement or condition the payment specifically on the employee retiring. Specifically, PSRS has determined that policies that pay employees for submitting resignation letters to the district by a particular date are disqualifying early retirement incentives.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCPB
Critical

REFERENCE COPY

REFERENCE COPY

FILE: GCPB
Critical

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The district encourages employees to notify the superintendent **or designee in writing** as soon as they decide not to return or not to accept another contract with the district. Resignations become effective at the end of the school year in which they are submitted unless the district is notified otherwise.

~~A tenured teacher has a binding contract with the district for the next school year if the teacher does not notify the district of his or her resignation in writing by June 1. A probationary teacher has a binding contract with the district once the teacher and the Board have executed a contract.~~ Resignations will be submitted to the Board for notification or approval at the next regular Board meeting, and the superintendent will make recommendations to the Board in situations where an employee is seeking release from a contract.

Employees without Contracts

Employees without employment contracts are considered at-will employees and may resign at any time by submitting a written resignation to the superintendent or designee. The resignation is considered accepted once it is received by the superintendent or designee. The district requests that employees give notice at least ten business days prior to departure so that a replacement can be found or alternative arrangements can be made. The fact that an employee resigned without adequate notice may be shared with potential employers seeking information about the employee.

~~Release from Contract~~ **Employees with Contracts**

In general, professional staff members including, but not limited to, teachers and principals, have a binding contract with the district once the employee and the Board have executed a contract in accordance with law. A tenured teacher has a binding contract with the district for the next school year if the teacher does not notify the district of his or her resignation in writing by June 1.

Employees may notify the district that they will not accept a future employment contract or an extension of an existing contract by submitting a written resignation notice to the superintendent or designee at any time. The resignation is considered accepted once it is approved by the Board.

Employees who seek to resign during the course of a contract or after a contract has been executed, even if performance has not begun, must notify the superintendent or designee in writing of the request to resign. ~~Once under contract, o~~ Only the Board has the authority to release an employee from a contract. The Board considers serious illness, transfer of a spouse and military service legitimate reasons for resignation of professional staff, but the Board will consider each resignation on an individual basis. An employee will not be released from a contract unless a suitable replacement is found.

The Board reserves the right to pursue all available legal remedies when an employee breaks a contract with the district including, but not limited to, filing charges to have a teaching certificate or professional license revoked or seeking a monetary judgment. In addition, the district may share with potential employers seeking information about the employee the fact that the employee broke a contract with the district.

Allegations of Sexual Misconduct with a Student

If a former district employee whose job involved contact with children was terminated, nonrenewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a student, or as a result of such allegations being substantiated by the Children's Division (CD) of the Department of Social Services' child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school or charter school employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student against a former employee of the district, the law requires the district to release the results of the CD investigation to any potential public school or charter school employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school or charter school employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts nonrenewed, or been notified that their contracts with the district will not be renewed or that the district is pursuing termination, even if the process has not been completed.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 09/23/2003

Revised: 05/15/2012;

REFERENCE COPY

FILE: GCPB
Critical

Legal Refs: §§ 162.068, 168.101 - .130³, RSMo.
U.S. Const. amend. XIV

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GCPD
Critical

EXPLANATION: SUSPENSION OF PROFESSIONAL STAFF MEMBERS

MSBA has revised this policy for clarity. Under "Employees with Contracts," MSBA has clarified that a hearing is not required when an employee has consented to an unpaid suspension in writing.

MSBA has also changed language under "Special Circumstances Requiring Suspension" for consistency with other policies.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCPD
Critical

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REFERENCE COPY

FILE: GCPD
Critical

SUSPENSION OF PROFESSIONAL STAFF MEMBERS

The Board delegates to the superintendent the authority to suspend any staff member for any legal reason in accordance with district policy and law. ~~Action shall be taken when, in the judgment of the superintendent, the best interests of the school will be served by immediate suspension.~~ An employee will be immediately suspended in situations where the superintendent or designee determines that suspension is necessary to prevent disruption to the education environment, protect the safety of the students, appropriately investigate alleged misconduct, or in other circumstances where suspension serves the district's interests.

Employees without Contracts

The superintendent may suspend, with or without pay, professional staff members who are not under contract. The superintendent shall report any such suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Employees with Contracts

Employees with contracts may be suspended with pay in accordance with law.

Employees with contracts may be suspended without pay only after appropriate due process unless the employee consents in writing to a suspension without pay. Prior to suspending a professional staff member without pay during the term of a contract, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education. The employee must request an appeal within ten days of notice of suspension without pay. If the employee appeals, the employee may also be suspended with pay pending the appeal.–

In general, pay will not be withheld until the Board renders its decision, unless an appeal has been waived or the employee consents in writing to a suspension without pay.

Special Circumstances Requiring Suspension

Pursuant to state law, any employee who strip searches a student in violation of law will be immediately suspended without pay and may be terminated. Prior to suspending a professional staff member with an employment contract, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education. If the Board reverses the suspension, the employee will be reimbursed for any pay withheld. Depending on the length and nature of the suspension, the employee may receive additional due process as required by law.

FILE: GCPD
Critical

REFERENCE COPY

If the district receives information that an employee has allegedly been involved in sexual misconduct with a student or any other child, the district ~~will suspend~~ **may place** the employee **on administrative leave with pay** pending an investigation. In accordance with law, the district will suspend or continue a suspension of an employee if the Children's Division (CD) of the Department of Social Services finds that an allegation of sexual misconduct with a student is substantiated, but the district may return the employee to his or her position if the finding is reversed by a court on appeal and becomes final. The district reserves the right to suspend or terminate an employee for any legal reason, including sexual misconduct, regardless of whether another agency or a court substantiates the claim. A hearing will be provided to an employee upon request when required by law.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 11/17/1998

Revised: 03/15/2005; 01/18/2011; 05/15/2012;

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
ILA, Test Integrity and Security
JFCF, Hazing and Bullying
JFG, Interrogations, Interviews and Searches
JHG, Reporting and Investigating Child Abuse/Neglect

Legal Refs: §§ 162.068, 167.166, 168.071, .101 - .126**33**, RSMo.

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GCPE
Critical

EXPLANATION: TERMINATION OF PROFESSIONAL STAFF MEMBERS

This policy has been revised for clarity and to address some changes in the law.

MSBA has amended the section titled "Allegations of Sexual Misconduct with a Student." In 2013 the legislature amended the Amy Hestir Student Protection Act to require districts to share information with not only other public schools, but also charter schools, regarding employees who have resigned from the district due to allegations of sexual misconduct.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office		Coaches/Sponsors
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X	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCPE
Critical

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REFERENCE COPY

FILE: GCPE
Critical

TERMINATION OF PROFESSIONAL STAFF MEMBERS

Noncertificated Personnel

Noncertificated Employees with Employment Contracts

Employees with employment contracts will be terminated after due process in accordance with the contract and law.

Noncertificated Employees without Employment Contracts

The superintendent or designee may terminate employees who are not under contract. The superintendent shall report any such termination or suspension to the Board of Education, and the decision will stand approved unless reversed by the Board.

Certificated Personnel

Employees whose positions require a teaching certificate in accordance with law (certificated personnel) shall be terminated in accordance with the provisions of the Teacher Tenure Act of Missouri or other applicable law. ~~In addition to termination, the district reserves the right to file and prosecute charges with the State Board of Education for the revocation of a teaching certificate, pursuant to state law. The district may also petition the office of the Attorney General to file charges with the State Board of Education on behalf of the school district for any reason other than annulment of contract.~~

~~The superintendent or designee shall immediately provide written notice to the State Board of Education and the Attorney General upon learning that a certificated employee has pled guilty to or was found guilty of any offense that would authorize the State Board to seek discipline or revoke a teaching certificate.~~

Tenured Teachers

I. Method

- A. A tenured teacher ~~shall not~~ may be terminated by the Board of Education of a school district ~~except~~ for one or more of the following ~~causes~~ reasons:
 - 1. Physical or mental condition unfitting him or her to instruct or associate with children. This provision will not be used for termination unless the district is also in compliance with other state and federal laws requiring the reasonable accommodation of persons with disabilities.

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2. Immoral conduct.
 3. Incompetency, inefficiency or insubordination in the line of duty.
 4. Willful or persistent violation of or failure to obey the school laws of the state or the published regulations of the Board of Education of the school district employing him or her.
 5. Excessive or unreasonable absence from performance of duties.
 6. Conviction of a felony or crime involving moral turpitude.
- B. In determining the professional competency or efficiency of a tenured teacher, consideration should be given to ~~regular and special evaluation reports prepared in accordance with district policy~~ **the teacher's performance evaluations, other documentation or evidence of performance,** and to any written standards of performance adopted by the Board.
- C. A tenured teacher's contract may not be terminated by the Board of Education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, notice of a hearing on charges and, if requested by the teacher, a hearing by the Board of Education.
- D. If the charges are for incompetency, inefficiency or insubordination, at least 30 days before service of the notice of charges, the superintendent will give the teacher a warning in writing stating specifically the causes which, if not removed, may result in charges. Thereafter, the superintendent or designee and the teacher shall meet in an effort to resolve the matter. Thirty days' notice is not necessary for termination for charges other than incompetency, inefficiency and insubordination.
- E. Notice of a hearing upon charges, together with a copy of charges, shall be served on the tenured teacher at least 20 days prior to the date of the hearing. The notice and copy of charges may be served upon the teacher by certified mail with personal delivery, addressed to the employee at his or her last known address. If the teacher or the teacher's agent does not, within ten days after receipt of the notice, request a hearing on the charges, the Board may, by a majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the Board of Education, it shall take place not less than 20 or more than 30 days after notice of the hearing has been furnished to the tenured teacher.

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FILE: GCPE
Critical

- F. On the filing of charges in accordance with this section, the Board may suspend the teacher from active performance of duty until a decision is rendered by the Board, but the teacher's salary shall be continued during such suspension unless the law requires the suspension to be without pay. If a decision to terminate a teacher's employment is appealed and the decision is reversed, the teacher shall be paid his or her salary lost while the appeal was pending.

II. Termination Hearing

If a hearing is requested on the termination of a tenured contract or is otherwise used for the termination of a professional staff member under this policy, it shall be conducted by the Board of Education in accordance with the following provisions:

- A. The hearing shall be public.
- B. Both the teacher and the person filing charges may be represented by counsel who may cross-examine witnesses.
- C. Testimony at hearings shall be on oath or affirmation administered by the president of the Board of Education, who shall have the authority to administer oaths in accordance with law.
- D. The Board shall have the power to subpoena witnesses and documentary evidence as provided in § 536.077, RSMo., and shall do so on its own motion or at the request of the teacher against whom charges have been made. The Board shall hear testimony of all witnesses named by the teacher. However, the Board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than ten.
- E. The Board of Education shall employ a stenographer who shall make a full record of the proceedings of the hearings and who shall, within ten days after the conclusion thereof, furnish the Board of Education and the teacher, at no cost to the teacher, a copy of the transcript of the record, which shall be certified by the stenographer to be complete and correct. The transcript shall not be open to public inspection unless the hearing on the termination of the contract was an open hearing or if an appeal from the decision of the Board is taken by the teacher.
- F. All costs of the hearing shall be paid by the Board except the cost of counsel for the teacher.
- G. The decision of the Board of Education resulting in the demotion of a tenured teacher or the termination of a tenured contract shall be by a majority vote of the members

of the Board of Education, and the decision shall be made within seven days after the transcript is furnished them. A written copy of the decision shall be furnished to the teacher within three days thereafter.

III. Appeal

- A. The teacher may appeal the decision of the Board of Education to the circuit court of the county where the district is located. The appeal shall be taken within 15 days after service of a copy of the decision of the Board of Education upon the teacher, and if an appeal is not taken within that time, the decision of the Board of Education shall become final.
- B. The appeal may be taken by filing notice of appeal with the Board of Education, whereupon the Board of Education, under its certificate, shall forward to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and the decision of the Board of Education, which shall thereupon become the record of the cause. Such appeal shall be heard as provided in Chapter 536, RSMo.

Probationary Teachers

A probationary teacher may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating a tenured teacher.

If in the opinion of the Board of Education any probationary teacher has been doing unsatisfactory work, the Board of Education, through its authorized administrative representative, shall provide the teacher with a written statement definitely setting forth his or her alleged incompetency and specifying the nature thereof in order to furnish the teacher an opportunity to correct his or her fault and overcome the incompetency. If improvement satisfactory to the Board of Education has not been made within 90 days of receipt of the notification, the Board of Education may terminate the employment of the probationary teacher immediately. Termination on other grounds may progress immediately.

Any motion to terminate the employment of a probationary teacher shall include only one person and must be approved by a majority of the members of the Board of Education. A tie vote thereon constitutes termination. A probationary teacher will receive due process as required by law prior to termination. The district may utilize the hearing process detailed above for dismissal at the termination of tenured teachers.

REFERENCE COPY

FILE: GCPE
Critical

Certificated Administrative Staff Ineligible for Tenure

Certificated employees ineligible for tenure (other than the superintendent) in their present positions, such as principals and assistant principals, may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating instructional personnel. No improvement period is required prior to the notice of charges.—

If an administrator other than the superintendent is also a tenured teacher, the district will provide the terminated administrator a teaching position **for which he or she is qualified** if a position is available in accordance with law, unless the teaching contract has also been terminated.—

An administrator will receive due process prior to termination as required by law. The district may utilize the process for dismissal of tenured teachers.

Additional Remedies

In addition to termination, the district reserves the right to seek the revocation or discipline of a teaching or administrative certificate with the State Board of Education, pursuant to state law. The district may petition the Attorney General's Office to file charges with the State Board of Education on behalf of the school district for any reason other than annulment of contract. The district may also file criminal charges or seek other civil damages when appropriate.

Notification to the State Board

The superintendent or designee shall immediately provide written notice to the State Board of Education and the attorney general upon learning that a certificated employee has pled guilty to or was found guilty of any offense that would authorize the State Board to seek discipline or revoke a teaching certificate.

Allegations of Sexual Misconduct with a Student

If a former district employee whose job involved contact with children was terminated, nonrenewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a student, or as a result of such allegations being substantiated by the Children's Division (CD) of the Department of Social Services' child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school **or charter school** employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student against a former employee of the district, the law requires the district to release the results of the CD investigation to any potential public school **or charter school** employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school or charter school employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts nonrenewed, or been notified that their contracts with the district will not be renewed or that the district is pursuing termination, even if the process has not been completed.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 03/15/2005

Revised: 01/18/2011; 05/15/2012;

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
HPA, Employee Walkouts, Strikes and Other Disruptions
ILA, Test Integrity and Security
JFCF, Hazing and Bullying
JHG, Reporting and Investigating Child Abuse/Neglect

Legal Refs: §§ 162.068, 168.101, .114, .116, .118, .120, .126, RSMo.
U.S. Const. amend. XIV

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GCPF
Critical

EXPLANATION: RENEWAL OF PROFESSIONAL STAFF MEMBERS

This policy was amended for clarity and legal compliance.

MSBA has changed the name of this policy from "Nonrenewal of Professional Staff Members" to "Renewal of Professional Staff Members" because staff are renewed much more frequently than they are nonrenewed.

MSBA has also revised this policy to reflect provisions of the Missouri Constitution that prohibit the district from increasing an employee's salary after a contract has begun. It has been relatively common for districts to enter into multi-year contracts with some administrators; however, the trade-off for this type of job security is that the salary cannot be renegotiated during the term of the contract.

MSBA has added a section regarding tenured teachers. Tenured teachers have an indefinite contract with the district and therefore the Board does not vote to renew a tenured teacher's contract. That said, many districts still do so. This addition explains the law in more detail.

MSBA has added language under "Noncertificated Professional Staff" to make it clear that these employees will not receive employment contracts. MSBA does not recommend that districts issue employment contracts to any employee unless required by law to do so. The law has never required districts to contract with professional staff who are not required to be certificated.

MSBA has amended the section titled "Allegations of Sexual Misconduct with a Student." In 2013 the legislature amended the Amy Hestir Student Protection Act to require districts to share information with not only other public schools, but also charter schools, regarding employees who have resigned from the district due to allegations of sexual misconduct.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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X	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCPF
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~~NON~~RENEWAL OF PROFESSIONAL STAFF MEMBERS

The West Plains R-VII School District will consider professional staff performance and the district's future staffing needs at least annually and make decisions regarding the continued employment of professional staff members for the next school year.

Employment Contracts

Certificated employees whose employment has been renewed will receive contracts no later than May 15.

When the district issues an employment contract to an employee, the district may notify the employee of the date the signed contract must be returned to the district. Failure to return the contract by that date will be considered a rejection of the district's offer of employment. Unless notified otherwise, a re-employed, certificated staff member (other than the superintendent) has 15 calendar days to sign and return a contract to the designated person in the district, or the district, in its discretion, may consider the employment offer revoked.

In accordance with law, if an employee has a multi-year contract in which the employee's salary is set in the contract for the next fiscal year, the Board cannot take action to increase the salary in the existing contract unless the employee's duties are increased.

Tenured Teachers

By law tenured teachers have an indefinite contract with the district and are therefore automatically considered employed for the next school year without Board action. In accordance with law, the district will notify these teachers on or before May 15 of their compensation for the next school year in accordance with the salary schedule and the school calendar.

Probationary Teachers

On or before April 15 of each school year, the Board of Education shall notify in writing a probationary teacher who will not be retained by the school district of the nonrenewal of his or her contract.—

If the teacher was nonrenewed due to a decrease in student enrollment, school district reorganization or the financial condition of the school district, the written notice will include the reason for nonrenewal. Otherwise, upon request, the district will provide a concise written statement of the reason or reasons the contract was not renewed.

Certificated Administrative Staff Ineligible for Tenure

The following rules apply to the employment renewal of all certificated administrative staff, other than the superintendent. On or before April 15 of the year in which a contract expires, the Board of Education shall notify the administrator in writing an administrator ineligible for tenure (other than the superintendent) concerning his or her re-employment. Any motion regarding re-employment of such certificated employee shall include only one person and shall be made in the positive. A majority of the elected members voting in the affirmative shall constitute re-employment.

Nonrenewed administrators who have tenure as a teacher in the district will be offered a teaching position in accordance with law and must provide written notice to the district by June 1 if they do not intend to accept the position.

If an administrator is nonrenewed or demoted, and if the employee has been re-employed five times by the district, the employee may, within ten days following receipt of the notice, request a written statement of reasons. The statement shall be provided within ten days of receipt of the request. The employee shall be granted a hearing, if requested in writing within ten days after receipt of the statement of reasons. The hearing shall be held within ten days of the receipt of the request, and shall be open at the employee's request. The employee may have counsel, testify, offer evidence and cross-examine witnesses. After the hearing, no further action by the Board shall be required.

Noncertificated Professional Staff

~~Unless otherwise required by law, the district may nonrenew the contract of a noncertificated professional staff member by notifying the employee prior to entering into a new contract with the employee that his or her contract will not be renewed.~~ In general, the district does not enter into employment contracts with noncertificated professional staff. Noncertificated professional staff employees are considered at-will employees and will continue to be employed with the district from year to year unless notified otherwise. When applicable, the district will provide reasonable assurance of continued employment status to employees prior to the summer break.

Allegations of Sexual Misconduct with a Student

If a former district employee whose job involved contact with children was terminated, nonrenewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a student, or as a result of such allegations being substantiated by the Children's Division (CD) of the Department of Social Services' child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school or charter school employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student against a former employee of the

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FILE: GCPF
Critical

district, the law requires the district to release the results of the CD investigation to any potential public school or charter school employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school or charter school employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts nonrenewed, or been notified that their contracts with the district will not be renewed or that the district is pursuing termination, even if the process has not been completed.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 03/15/2005

Revised: 05/15/2012;

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
BDDF, Voting Method
CBC, Superintendent's Contract/Compensation and Benefits
JHG, Reporting and Investigating Child Abuse/Neglect

Legal Refs: Mo. Const. art. III, §§ 38(a), 39(3)
§§ 162.068, 168.101, .126, RSMo.
U.S. Const. amend. XIV

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GDBDA-AP
Critical

EXPLANATION: SUPPORT STAFF LEAVES AND ABSENCES
(Family and Medical Leave Notice to Employees)

Districts should REMOVE this procedure. Language from this procedure has been merged into policy GBBDA, Family and Medical Leave.

<i>MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.</i>					
	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GDBDA-AP
Critical

REFERENCE COPY

REFERENCE COPY

FILE: GDBDA-AP
Critical

~~SUPPORT STAFF LEAVES AND ABSENCES~~ ~~(Family and Medical Leave Notice to Employees)~~

Rights under the Family and Medical Leave Act (FMLA) of 1993

~~FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year and for at least 1,250 hours over the previous 12 months and if there are at least 50 employees within 75 miles.~~

Reasons for Taking the Leave

~~Leave must be granted for any of the following reasons:~~

- ~~▶ To care for the employee's child after birth or placement for adoption or foster care;~~
- ~~▶ To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or~~
- ~~▶ For a serious health condition that makes the employee unable to perform the employee's job.~~

~~At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave and counted against the 12-workweek entitlement.~~

Advance Notice and Medical Certification

~~The employee may be required to provide advance leave notice and medical certification. Taking a leave may be denied if requirements are not met.~~

~~The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."~~

- ~~▶ An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and fitness-for-duty report to return to work.~~

Job Benefits and Protection

~~For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."~~

FILE: GDBDA-AP
Critical

REFERENCE COPY

- ~~Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.~~
- ~~The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.~~

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- ~~Interfere with, restrain or deny the exercise of any right provided under FMLA;~~
- ~~Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.~~

Enforcement

- ~~The U.S. Department of Labor is authorized to investigate and resolve complaints of violation.~~
- ~~An eligible employee may bring a civil action against an employer for violations.~~

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state law or local policy which provides greater family or medical leave rights.

For additional information contact the nearest office of Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

~~*****~~

Note: ~~The reader is encouraged to review policies and/or forms to related information in this administrative area.~~

Implemented: ~~_____~~

Revised: ~~_____~~

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GDBDA
Critical

EXPLANATION: SUPPORT STAFF LEAVES

MSBA is updating this policy to move the information regarding excessive absences and tardiness to a new policy, GBCBC. MSBA has moved this information for clarity, so that this policy may be devoted exclusively to leaves, and to allow districts room to expand on the topic of excessive employee absences.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GDBDA
Critical

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SUPPORT STAFF LEAVES AND ABSENCES

Consistent staffing is important to the learning environment and district operation and therefore is an essential duty of all employees. ~~When an employee is routinely tardy, frequently absent or is absent for an extended period of time, the learning environment and district operations deteriorate, and the students suffer.~~ However, the Board recognizes that there are circumstances that require an employee to miss work, and the purpose of this policy is to identify situations where paid and unpaid leave from work are appropriate.

~~Employees may be terminated for excessive absences or tardiness. Unless authorized by the Board or superintendent, or otherwise authorized by law, an employee's absence or tardiness is considered excessive if it:~~

- ~~1. Is for a reason not granted as paid or protected leave under Board policy.~~
- ~~2. Exceeds the number of days allotted by the Board for that particular leave.~~
- ~~3. Is for a reason authorized by Board policy but exceeds five days a month, ten days in a semester or 20 days per school year.~~

~~The employee's salary will be docked if the absence or tardiness occurs for a reason not granted as paid leave under Board policy or if it exceeds the number of days the employee has been granted under a designated leave, even if the absence or tardiness is authorized by the Board or the superintendent.~~

~~No employee will be disciplined or terminated for absences qualifying for protection under the Family and Medical Leave Act (FMLA) or other applicable law (see Board policy GBBDA).~~

The district may require an employee to provide the district verification of illness from a healthcare provider **or supply other documentation verifying the absence** before the district applies sick leave or other applicable paid leave to the absence. In accordance with law, the district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

This policy does not apply to temporary or substitute staff members unless otherwise noted.

The following leaves with pay will be provided to full-time support staff employees.:

1. **Paid Leave** – Any support staff employees whose assignments call for 12 months of full-time employment will receive 12 days of paid leave. Support staff employees whose assignments call for full-time employment only during the regular school term will receive

ten days of paid leave. Unused sick leave will be cumulative to 100 sick leave days. An absence of over one through four hours shall be counted as a half-day of sick leave. An absence of over four hours shall be counted as a full day of sick leave.

Absences may be charged against paid leave for the following reasons:

- a. Illness, injury or incapacity of the employee. The Board reserves the right to require a healthcare provider's certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation. FMLA health certification procedures apply to FMLA-qualifying absences, even if such absences are paid sick leave.
 - b. Illness, injury, incapacity or funeral of a member of the immediate family. The Board defines "immediate family" to include:
 - ▶ The employee's spouse.
 - ▶ The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
 - ▶ Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.
- (Note: "Family" for FMLA purposes is more limited.)
- c. Illness, injury or incapacity of other relatives, with permission granted by the superintendent.
 - d. Pregnancy, childbirth and adoption leave in accordance with this policy.
 - e. Tax investigation.
 - f. Court appearances, unless applicable law or policy provides for paid leave.
 - g. Wedding or graduation.
 - h. Observance of a religious holiday.

REFERENCE COPY

FILE: GDBDA
Critical

- i. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday or before or after school hours, including parent-teacher conferences.
- j. Absences under leaves authorized by law, policy or the Board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- k. Leave for other purposes as approved by the principal.

Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, schools may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

During the period a district employee receives Workers' Compensation benefits for time lost to work-related incidents (paid @ 2/3 the employee's salary), the employee may use one-half day of paid leave to supplement the Workers' Compensation benefit amount. The amount of the Workers' Compensation Benefit Check will be subtracted from the employee's regular payroll amount.

Any support staff employee who is a member of a retirement system shall remain a member during any period of leave under sick leave provisions of the district or under Workers' Compensation. The employee shall also receive creditable service credit for such leave time if the employee makes contributions to the system equal to the amount of contributions that he or she would have made had he or she been on active service status.

Whenever possible, it is expected that requests for paid leave will be made in writing to the designated administrator at least 48 hours in advance of the time leave is requested. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical. The administrator will respond promptly to the employee's written request.

- 2. **Vacation** – All support staff employed on a 12-month basis will receive one to two weeks of vacation per year. An employee must submit a written request for vacation to his or her supervisor and receive written authorization before taking vacation days. If the employee's absence may disrupt district operations, the supervisor has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

A district employee may not use vacation days during the period the employee receives Workers' Compensation for time lost to work-related incidents.

Unless otherwise provided, the following leaves will be provided to full-time and part-time support staff employees.

1. **Holidays** – Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the immediate supervisor, arranged well in advance and is not considered personal leave.
3. **Military Leave** – The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 – September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.
4. **Election Leave** – Any employee who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The employee must notify the district at least seven days prior to any election in which the employee will serve as an election judge. No employee will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the employee's service as an election judge.
5. **Leave to Vote** – Employees who do not have three successive hours free from work while the polls are open will be granted a leave period of up to three hours to permit employees three successive hours while the polls are open for the purpose of voting. Requests for such leave must be made prior to election day, and the employee's supervisors will designate when during the workday the leave should be taken. Any employee who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.
6. **Jury Duty Leave** – An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process or time spent actually serving on a jury. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.

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FILE: GDBDA
Critical

7. **Leave for Court Subpoena** – If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave. Other court appearances will be deducted from personal leave.
8. **Firefighter Leave** – Employees will be allowed to use personal, vacation and/or unpaid leave for any time taken to respond to an emergency in the course of performing duties as a volunteer firefighter. For the purposes of this section, "volunteer firefighter" includes members of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or those activated by the Federal Emergency Management Agency (FEMA) in times of national disaster. Employees covered under this section shall not be terminated from employment for joining a volunteer fire department or for being absent from or late to work in order to respond to an emergency. Employees shall make every reasonable effort to notify the principal or supervisor if the employee may be absent from or late to work under this section. Employees are required to provide their supervisors with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency along with the time and date of the emergency.
9. **Crime Victim Leave** – Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal or sick leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.
10. **Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.
11. **Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency.

in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that an employee be exempted from responding to a specific mission.

Pregnancy, Childbirth and Adoption Leave

This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. The district shall only apply up to six weeks of accrued paid leave to such absences.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation ~~leave~~ or unpaid leave.

Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 09/23/2003

Revised: 03/15/2005; 05/21/2008; 01/20/2009; 04/19/2011; 05/15/2012; 04/16/2013;

Cross Refs: DLB, Salary Deductions
HA, Negotiations with Employee Representatives
HPA, Employee Walkouts, Strikes and Other Disruptions

Legal Refs: §§ 41.1000, .1005, 105.270 - .271, 115.102, .639, 168.122, 169.595, 320.200, .330 - .339, 494.460, 595.209, RSMo.

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FILE: GDBDA
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Fair Labor Standards Act, 29 U.S.C. §§ 201 - 219^{8(c)}

Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619

Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy
Discrimination Act, 42 U.S.C. § 2000e(k)-1 - 2000e-17

29 C.F.R. § 1604.10

~~Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)~~

~~Stewart v. Board of Educ. of Ritenour, 574 S.W.2d 471 (Mo. Ct. App. 1978)~~

~~Aubuchon v. Gasconade County R-I Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App. 1976)~~

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: GDPD
Critical

EXPLANATION: NONRENEWAL, SUSPENSION AND TERMINATION OF SUPPORT STAFF MEMBERS

MSBA has amended this policy for clarity and consistency with other policies revised in this update. In 2013 the legislature amended the Amy Hestir Student Protection Act to require districts to share information not only with other public schools, but also charter schools, regarding employees who have resigned from the district due to allegations of sexual misconduct.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

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	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

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NONRENEWAL, SUSPENSION AND TERMINATION OF SUPPORT STAFF MEMBERS

Employees without Contracts

The superintendent may suspend (with or without pay) or terminate support staff members who are not under contract. The superintendent shall report any such termination or suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Although support staff employees not employed under contract have no contractual right to continued employment from one academic term or year to the next, such employees may reasonably expect continued employment until notified otherwise.

Employees with Contracts

Nonrenewal

Unless otherwise required by law, the district may nonrenew the contracts of support staff by notifying the employee prior to entering into a new contract with the employee that his or her contract will not be renewed.

Suspension with Pay

Support staff members under contract may be suspended by the superintendent with pay in accordance with law. Suspensions with pay will stand approved unless reversed by the Board.

Suspension without Pay

Support staff members employed under contract may be suspended without pay by the superintendent during the term of such contract for violation of the policies of the Board of Education, for violation of state law, or for any other legal reason. Prior to suspending an employee, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education, **unless the employee consents in writing to a suspension without pay**. In general, pay will not be withheld until the Board renders its decision, unless an appeal has been waived **or the employee consents in writing to a suspension without pay**. If the employee appeals, the employee may still be suspended with pay in accordance with Board policy pending the appeal.

Termination

Support staff members employed under contract may be terminated during the term of such contract for violation of Board policies, violation of state law, or for any other legal reason. Prior to the termination, the district will notify the employee in writing of the charges and the action to be taken and shall give the employee an opportunity to discuss or rebut the charges.

Unless an employee's contract allows for termination for any reason at the end of a notice period, the employee may appeal the termination to the Board by filing a written notice of appeal with the superintendent within ten days after receiving the notice of charges.

The employee will be suspended but will continue to be paid until the time for appeal has expired, and if an appeal is taken, until the Board renders its decision unless the law requires the suspension to be without pay. If no appeal is taken, or if the Board terminates the employee after a hearing, the employee's pay will be docked retroactively for any period of suspension.

Termination Pursuant to Contract Terms

If an employee's contract allows for termination for any reason at the end of a notice period and such notice is given, the employee's contract rights shall expire in accordance with the contract. Notice of termination from the superintendent shall be deemed to be notice from the Board of Education and shall be effective for such purpose when given, unless later reversed by the Board.

Special Circumstances

Pursuant to state law, any employee who strip searches a student in violation of law will be immediately suspended without pay and may be terminated. Appropriate due process in accordance with law and this policy will be provided prior to suspending a staff member with an employment contract.

If the district receives information that an employee has allegedly been involved in sexual misconduct with a student or any other child, the district ~~will suspend~~ **may place** the employee **on administrative leave** pending an investigation. In accordance with law, the district will suspend or continue a suspension of an employee if the Children's Division (CD) of the Department of Social Services finds that an allegation of sexual misconduct with a student is substantiated, but the district may return the employee to his or her position if the finding is reversed by a court on appeal and becomes final. Regardless, the district reserves the right to suspend or terminate an employee for any legal reason, including sexual misconduct, regardless of whether another agency or a court substantiates the claim.

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Critical

If a former district employee whose job involved contact with children was terminated, nonrenewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a student, or as a result of such allegations being substantiated by the CD's child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school **or charter school** employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student against a former employee of the district, the law requires the district to release the results of the CD investigation to any potential public school **or charter school** employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school **or charter school** employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts nonrenewed, or been notified that their contracts with the district will not be renewed or that the district is pursuing termination, even if the process has not been completed.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 12/20/1994

Revised: 03/15/2005; 01/18/2011; 05/15/2012;

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
FC, School Closings, Consolidations and Reorganizations
HPA, Employee Walkouts, Strikes and Other Disruptions
ILA, Test Integrity and Security
JFCF, Hazing and Bullying
JFG, Interrogations, Interviews and Searches
JHG, Reporting and Investigating Child Abuse/Neglect

FILE: GDPD
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Legal Refs: §§ 162.068, 167.166, RSMo.
U.S. Const. amend. XIV

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: IGBCB-API1
Critical

EXPLANATION: PROGRAMS FOR MIGRANT STUDENTS

This change was made to comply with Department of Elementary and Secondary Education (DESE) expectations regarding policies and procedures for migrant students. Technically the district does not formally "identify" students as eligible for migrant student services. The district is responsible for screening students, typically through enrollment forms. If a student might qualify as a migrant student, the district is required to notify DESE. DESE is then responsible for making the formal identification.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services	X	Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: IGBCB-API1
Critical

REFERENCE COPY

PROGRAMS FOR MIGRANT STUDENTS

To ensure that migrant students receive services for which they are eligible in compliance with district policy, the West Plains R-VII School District provides the following procedures. The school district contact person concerning migrant affairs is Director of Special Services.

Definitions

Migrant Child Eligible for Service – A child under the age of 22 who has not graduated from high school or received a GED; who is a migrant worker or has a parent, spouse or guardian who is a migrant worker; who performs qualifying migrant work as a principal means of livelihood; who has moved in the preceding 36 months to seek or obtain temporary or seasonal employment in agricultural or fishing work and has changed school districts as a result of that move.

This also includes a child under the age of three (~~3~~) who would benefit from such services but **who** does not generate funding credit for state funding purposes.

Children or spouses of migrant agricultural workers or migrant fishers are not eligible for Migrant Education Program (MEP) services if the children or spouses themselves do not move from one school district to another, even if the parent/guardian or spouse moves.

A child who was not identified when he or she was actively moving may be recruited after he or she settles provided that the state records the basis for determining that the child qualified as a migrant child during the preceding three (~~3~~) years. In such a case, the child would retain MEP eligibility as a migrant child for the remainder of the three-year period or until he or she extends the eligibility period by making another qualifying move or terminates eligibility by receiving a high school diploma or its equivalent or by turning 22 years of age.

Continuation of Services – A child who ceases to be a migratory child during a school term shall be eligible for services until the end of the term. If comparable services are not available, a child who is no longer migratory may continue to receive services for an additional school year. Secondary school students who are eligible for services may continue to receive those services through credit-accrual programs until graduation.

Qualifying Work – Any "agricultural or fishing activity," as defined in federal regulations, that is the principal means of livelihood and is seasonal or temporary and plays an important part in providing a living for the worker and his or her family. The work need not be the most important or only type of work performed by family members during the year.

Agricultural Activity – Any activity directly related to the production or processing of crops, dairy products, poultry or livestock for initial commercial sale or as a principal means of survival for the

worker or the worker's family; the cultivation or harvesting of trees; or any activity related to fish farms.

Fishing Activity – Any activity directly related to the catching or processing of fish or shellfish for initial commercial sale or as a principal means of survival for the worker or the worker's family.

Temporary Employment – Employment related to agricultural or fishing activities that is not permanent and usually lasts no longer than 12 months. Employment may also be temporary if because of working conditions or periods of slack demand the worker is not likely to stay on the job permanently.

Seasonal Employment – An activity dependent upon natural cycles.

Program Components

Integration

The district will coordinate the MEP with ~~the~~ Individuals with Disabilities Education Act (IDEA) child find activities and other federal and state programs to ensure that appropriate accommodations are provided and that the special education needs of school-age and preschool migratory children are addressed.

Advocacy and Outreach

To the extent feasible, the district will:

1. Inform migratory children and their families of and help them gain access to health, nutrition, social and other educational services.
2. Provide programs to facilitate the transition from secondary school to post-secondary education or employment.
3. Develop family literacy programs.

Professional Development

To the extent feasible, the district will provide staff development in meeting the needs of migratory children.

Technology

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FILE: IGBCB-API
Critical

The district will integrate information technology into the MEP as is feasible.

~~*Please Note: The district needs to outline the details of its Migrant Education Program in the Program Components section.*~~

Parental Involvement

Parents/**Guardians** of students in the MEP will be involved in the development, implementation, operation and evaluation of the program. This procedure will be provided to all parents/**guardians** of MEP children and, if practicable, in a language ~~the parents~~ **they** can understand.

Parents/**Guardians** of MEP students will be regularly consulted regarding program components and will be given the opportunity to have input into the evaluation of the program. Parental involvement will be facilitated through a combination of activities, which may include general meetings, conferences, phone contact, home visits and written surveys.

Parents/**Guardians** will be instructed on their shared responsibility for supporting learning including their responsibility to monitor attendance, oversee the completion of homework and provide a home environment conducive to academic achievement.

Identification

~~The district will determine the presence and location of migratory children.~~ Currently enrolled students will be asked to complete the "Parental/**Migrant Parent** Survey **Form**" provided by the Missouri Office of Migrant Education and English Language Learning (ME/ELL). All new students will be asked to complete the survey form as a part of the enrollment process. Responses indicating potential migrant status will be forwarded to the superintendent or designee.

The superintendent or designee will notify the director of the ME/ELL office regarding any child ~~identified as currently or potentially~~ **who may be** eligible for migrant services.

Recruitment

The district will secure the data necessary to document eligibility for migrant education and enroll children in the state database. ~~The district, in cooperation with the regional ME/ELL office, will provide for the completion of the Family Interview Form (see IGBCB-AF) and the Certificate of Eligibility.~~

1. The forms will be completed based on information obtained through personal contact or home visits by recruiters provided by the state or regional ME/ELL office or properly trained district personnel.

2. The final determination of whether an individual is eligible to receive migrant services will be made by the state office of ME/ELL.
3. Information from these forms will be entered into the migrant database by data entry specialists at the state office of ME/ELL and will be used by the school to assess the educational and related health and social needs of the migrant students within its boundaries.

Implementation

The district will assess the needs of each identified student and place the student in every appropriate program for which the student is eligible. If the district is unable to provide appropriate services, it will request assistance from the office of ME/ELL.

The superintendent or designee will maintain records on children eligible to receive migrant services including the date identified, the date approved for services and the services provided. Maintained records will be subject to the provisions of the Family Educational Rights and Privacy Act (FERPA). The superintendent or designee, in conjunction with parents/guardians of children in the MEP, will annually assess the effectiveness of the identification and recruitment procedures and make modifications as required.

* * * * *

Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.

Implemented: 07/20/2004

Revised: 06/19/2012;

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: IGBCB-AF
Critical

EXPLANATION: **PROGRAMS FOR MIGRANT STUDENTS (Family Interview Form)**

MSBA recommends that districts REMOVE this form from their resources. Districts should now use a form provided by the Department of Elementary and Secondary Education (DESE) instead of this form.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
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	Health Services	X	Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: IGBCB-AF
Critical

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PROGRAMS FOR MIGRANT STUDENTS (Family Interview Form)

Child(ren)'s Name(s): _____		School District: _____	
Last: _____	First: _____	Age: _____	Grade: _____ Building: _____
Last: _____	First: _____	Age: _____	Grade: _____ Building: _____
Last: _____	First: _____	Age: _____	Grade: _____ Building: _____
Name of Parent or Guardian _____		Language(s) _____	
Address _____		Name of Migrant Recruiter _____	
Phone Number _____		Date _____	

Needs Assessment

Follow-Up

1. Do any of your children have health problems that interfere with their ability to learn? Y N Please explain.

2. In what areas might your child(ren) need additional help in school?

Child: _____	Reading _____	Math _____	Language _____	Other _____
Child: _____	Reading _____	Math _____	Language _____	Other _____
Child: _____	Reading _____	Math _____	Language _____	Other _____

Resources & Referrals

Information Given	Name Referred
-------------------	---------------

3. Would you be interested in information on:

a. Head Start	Y N	Already Enrolled
b. District Preschool	Y N	Already Enrolled
c. Parents as Teachers	Y N	Already Enrolled
d. GED/ESL Classes	Y N	Already Enrolled
e. Immigration Lawyer	Y N	Already Enrolled

4. Are your children's immunizations up to date? Y N Don't know
Do you have immunization records? Y N Don't Know

5. Have you established a source of primary family health care? Y N

6. Would you be interested in some information on:

a. Public/County Health Department	Y N
b. Children's Division	Y N

7. May we share your name and address with these agencies? Y N

Welcome Pack Given? _____

8. When is the best time to reach you at home? _____

FILE: IGBCB-AF
Critical

REFERENCE COPY

9. Verify: Has family made a qualifying move since last qualifying arrival date? _____

Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: ~~FIELD~~(AdoptDate)

Revised: _____

~~FIELD~~(DistrictLocationLine)

REFERENCE COPY

FILE: IGBCB
Critical

EXPLANATION: PROGRAMS FOR MIGRANT STUDENTS

This change was made to comply with Department of Elementary and Secondary Education (DESE) expectations regarding policies for migrant students. Technically the district does not formally "identify" students as eligible for migrant student services. The district is responsible for screening students, typically through enrollment forms. If a student might qualify as a migrant student, the district is required to notify DESE. DESE is then responsible for making the formal identification.

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	Facility Maintenance		Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services	X	Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: IGBCB
Critical

REFERENCE COPY

REFERENCE COPY

FILE: IGBCB
Critical

PROGRAMS FOR MIGRANT STUDENTS

The Board of Education of the West Plains R-VII School District directs the administration to ~~identify migratory children in the district~~ **screen students**, as required by law, ~~and to assist the state in identifying migratory children.~~ If the district becomes aware of any student who might be a migrant student, the superintendent or designee will notify the state director of migrant education, as designated by the Department of Elementary and Secondary Education (DESE), so that the student may be formally recognized as a migrant student.

The administration will develop written administrative procedures for ensuring that migrant students, **once identified**, receive services for which they are eligible. In developing and implementing a program to address the needs of migratory children, the district will:

1. ~~Identify migratory~~ **Screen** students and assess the educational and related health and social needs of each **student** identified ~~student~~ **as migrant**.
2. Provide a full range of services to migrant students, including applicable Title I programs, special education, gifted education, ~~vocational~~ **career or technical** education, language programs, counseling programs, elective classes, fine arts classes, etc.
3. Provide migratory children with the opportunity to meet the same statewide assessment standards that all children are expected to meet.
4. To the extent feasible, provide advocacy and outreach programs to migratory children and their families and professional development for district staff.
5. Provide parents/**guardians** an opportunity for meaningful participation in the program.

~~If a migrant student is identified by the district, the superintendent or designee will notify the State Director and request assistance if needed.~~

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 09/17/2002

Revised:

FILE: IGBCB
Critical

REFERENCE COPY

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
CGC, State and Federal Programs Administration
JEC, School Admissions

Legal Refs: No Child Left Behind Act of 2001, 20 U.S.C. §§ ~~6301-7941~~ 6391 - 6399
~~34 C.F.R. §§ 200.40 - .45~~

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: IGDA
Critical

EXPLANATION: STUDENT-INITIATED GROUP USE OF DISTRICT FACILITIES (K–12 Districts)

House Bill 1303 (2014) prohibits discrimination against noncurricular, student-initiated groups that engage in religious expression or have a religious purpose. Specifically, if a district allows any noncurricular, student-initiated groups to use district facilities, it must allow student-initiated groups that include religious expression to use the facilities as well.

The Equal Access Act (EAA), a federal law, already requires secondary schools that have district-sponsored noncurricular groups to allow student-initiated noncurricular groups to use school facilities to the same extent as district-sponsored groups, so the new state law will not likely have much impact. However, MSBA has taken this opportunity to clarify a few provisions of this policy.

For example, many districts struggle with the definition of "secondary" school. Missouri does not have a statutory definition of this term, and the EAA simply defers to the state. MSBA has defined it as grades 9–12 so that it is now clear which students may initiate these groups. However, if the district wishes to extend the definition to include middle school students, there is some basis for that interpretation as well.

Districts have the option of prohibiting the use of district facilities by all noncurricular groups. However, if the district has even one district-sponsored noncurricular group, the EAA and the provisions of House Bill 1303 apply, and the district must provide student-initiated groups the same access.

Districts may not be aware that some of the groups they sponsor are noncurricular. To be curricular, a group must be related to the curriculum. A club relates to the curriculum if 1) the subject matter is actually taught in a regularly offered course, 2) the focus of the group concerns the body of courses as a whole, or 3) participation is required as part of a course grade or results in academic credit.

If a group does not fall into one of these categories, it is probably noncurricular. The following are some of the groups that courts have found to be noncurricular:

Community service clubs
Christian fellowship clubs
Drama club
Red Cross club
Young Democrats

Bible clubs
Cheerleading
Future Health Services Club
Scuba diving club
Students Against Destructive Decisions (SADD)

REFERENCE COPY

The determination of whether a group is noncurricular is fact based. For example, in the case where the court found a drama club to be noncurricular, the district did not offer drama, and the students did not receive academic credit for rehearsing and presenting a play. The decision would likely have been different had the district offered a drama course or included drama as part of another course. Some courts have found student councils to be curricular, and some have not. The key appears to be the function the council serves. If the student council focuses on social events, it is likely noncurricular. If the council solicits input and makes recommendations or proposals regarding academic or curricular issues, it may be curricular.

Many districts confuse student-initiated groups with district-sponsored groups or community-sponsored groups. This policy only applies to groups that are initiated and run by students. Policy IGD applies to district-sponsored groups and activities, such as athletics and curricular clubs. Policy KG applies to groups and activities sponsored by community members, even if students are the primary audience for those activities. For example, the Boy Scouts of America or a Good News Club obtain access to district facilities through policy KG.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office	X	Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

REFERENCE COPY

FILE: IGDA
Critical

STUDENT-INITIATED GROUP USE OF DISTRICT FACILITIES (K–12 Districts)

Pursuant to the federal Equal Access Act and Missouri law, secondary schools of the district will provide an opportunity for student-initiated noncurricular groups to conduct meetings or activities on district property to the same extent that the district allows other noncurricular student groups to meet on school premises during noninstructional time. Student-initiated noncurricular groups will not be denied access on the basis of religious, political, philosophical or other content of speech at such meetings or activities. Only students in secondary schools will be allowed to initiate groups whose meetings or activities are held on district property. For the purposes of this policy, a secondary school student is a student enrolled in grades 9–12.

The superintendent or designee may create administrative procedures to govern the use of district facilities by student-initiated noncurricular groups. In addition, district-sponsored student groups are governed by policy IGD, and cCommunity use of district facilities is governed by policy KG.

The following guidelines apply to all student-initiated noncurricular groups, meetings and activities:

1. ~~Groups must be limited to secondary school students and can only meet at secondary schools.~~
2. ~~Meetings and activities must be voluntary and student initiated. No student shall be in any way coerced to participate.~~
32. Employees of the district may not sponsor, promote or lead student-initiated noncurricular groups, activities or meetings, but a teacher, administrator or other school employee may be assigned to the meeting or activity to monitor facility use and student conduct. No employee will be compelled to attend a meeting or activity if the content of the speech at the meeting or activity is contrary to the employee's beliefs. Employees and agents of the school are to be present solely in a nonparticipatory capacity at any student-initiated religious activity held at school and will strictly observe a policy of official neutrality regarding religious activity.
43. Meetings and activities may not materially and substantially interfere with the orderly conduct of educational activities within the school.
54. Except for incidental building costs, no public funds will be expended for student-initiated noncurricular groups.
65. Community members other than students may not direct, conduct, control or regularly attend meetings or activities.

Student Conduct at Meetings

Students attending student-initiated noncurricular meetings or activities must follow all district rules and procedures governing student conduct. The district reserves the right to maintain order and discipline, as well as to protect the safety and well-being of students and employees.

Access to Communication Channels

Student-initiated noncurricular groups at the secondary school level shall have the same access allowed to all other noncurricular student groups to channels of communication for publicizing their meetings, including the public address system, designated bulletin boards, school newspapers and the calendar of events. The school may uniformly state in these media that such organizations or their meetings are not sponsored by the school.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 09/17/2002

Revised:

Cross Refs: KG, Community Use of District Facilities
KI, Public Solicitations/Advertising in District Facilities
KKB, Audio and Visual Recording

Legal Refs: § 160.2500, RSMo.
U.S. Const. amend. I
The Equal Access Act, 20 U.S.C. §§ 4701 - 4702 4071 - 4072
"Religious Expression in Public Schools," U.S. Dept. of Education May 30, 1998
Westside Community Bd. of Educ. v. Mergens, 496 U.S. 226 (1990)

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: IKFB
Critical

EXPLANATION: GRADUATION EXERCISES

MSBA has updated this policy to include a statement that speakers at graduation ceremonies are subject to the provisions of policy INC, Speakers at District Events.

<i>MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.</i>					
	Board Secretary		Business Office		Coaches/Sponsors
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	Health Services	X	Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: IKFB
Critical

REFERENCE COPY

REFERENCE COPY

FILE: IKFB
Critical

GRADUATION EXERCISES

When a student completes all graduation requirements, it is an achievement of not only the student, but also the community. The Board will recognize the student in a public graduation ceremony to celebrate this accomplishment that has as its purpose honoring and celebrating the graduates. The superintendent or designee will plan an appropriate ceremony on the date approved by the Board, with input from the students graduating. If appropriate, the district may hold more than one ceremony or recognition celebration.

Speakers at graduation ceremonies are subject to the provisions of policy INC.

Unless otherwise stated in this policy, students may only participate in graduation ceremonies if they have successfully completed all graduation requirements or the requirements to receive an alternative diploma or a certificate of attendance in accordance with Board policy. Students seeking to apply credits earned through other accredited schools, as defined in policy IKF, toward graduation requirements must provide the district with verified documentation of the completion of these courses ten working days prior to the graduation ceremony in order to participate in the ceremony. Any student who has otherwise met all requirements for graduation will be granted a diploma, regardless of whether he or she participates in graduation exercises.

Participation in the graduation ceremony is a privilege and not a right. A student must be in good standing with the district, as defined by the district, in order to participate in graduation exercises.

Elementary, middle and junior high schools may hold promotion exercises, but formal graduation programs will be reserved for students successfully exiting the district's educational program.

Students Eligible for Services under the IDEA

Students eligible for services under the Individuals with Disabilities Education Act (IDEA) who will have completed four years of high school at the end of a school year may participate in the graduation ceremony and all related activities of the student's graduating class if:

1. The student's Individualized Education Program (IEP) prescribes special education, transition planning, transition services or related services beyond the student's four years of high school; and
2. The student's IEP team determines the student is making progress toward the completion of the IEP and that participation in the graduation ceremony is appropriate.

The student and the student's parent/guardian will be provided written notice of this policy at the annual IEP meeting prior to or during the student's fourth year of high school.

FILE: IKFB
Critical

REFERENCE COPY

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 12/16/2003

Revised: 11/20/2007; 04/20/2010;

Cross Refs: JECC, Assignment of Students to Grade Levels/Classes
JG, Student Discipline
KK, Visitors to District Property/Events

Legal Refs: §§ 160.2500, 162.1380, 1125, RSMo.

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: INDAA
BasicCritical

EXPLANATION: RELIGIOUS EXPRESSION

I asked the legal department to review this policy after the district approved new policy INC, Speakers at District Events. Please review their concerns and suggestions below.

ATTORNEY COMMENTS:

I encourage the district to review this custom policy. The policy was apparently based on the “Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools” which was developed by the U.S. Department of Education in 2003 as directed by the No Child Left Behind Act. http://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html

The guidance was intended to better instruct school districts on the current law, based on the First Amendment of the U.S. Constitution, regarding religious issues and schools. School districts were not required to adopt a policy on the topic, however, and MSBA decided not to incorporate the guidance into a policy because the nuances of the law are always changing, which would mean the policy could easily become outdated. This is exactly what has happened in this case.

While the interpretation of the First Amendment has not changed dramatically since 2003, Missouri law has changed. In 2012 voters passed the Prayer Amendment, amending Article 1, Section 5 of the Missouri Constitution to include various new language, including requirements for public schools. In addition, in 2014 HB1303 became law, creating the Missouri Student Religious Liberties Act. *See §160.2500.*

Because this policy is not required by law and merely attempts to summarize the law, I encourage the district to consider deleting it and instead focus on adequate training of district staff.

Alternatively, I encourage the district to make the following amendments:

1. Under “Prayer During Non-Instructional Time” the district states, “Students are permitted to engage in religious expression during non-instructional time, (i.e. before school, after school, lunch and recess and while not engaged in school activities.”

Section 160.2500 states:

Students in public schools may pray or engage in religious activities or religious expression before, during and after the school day in the same manner and to the same extent that students may engage in nonreligious activities or expression, provided that such religious expression or religious activities are not disruptive of scheduled

noninstructional time or other educational activities and do not impede access to school facilities or mobility on school premises.

The Missouri Constitution, Article I, Section 5 states:

. . . that the state shall ensure public school students their right to free exercise of religious expression without interference, as long as such prayer or other express is private and voluntary, whether individually or corporately, and in a manner that is not disruptive as long as such prayers or expressions abide within the same parameters placed upon any other free speech under similar circumstances; . . .

In an attempt to incorporate these new state laws into the district's policy, I recommend revisions that this section be revised.

2. The section titled "Student Assemblies and Extracurricular Activities" addresses some of the issues that are now covered under the district's policy INC and I am concerned that some of the language could be read to contradict the new INC. In addition, the topic of religious content in programs and ceremonies is already covered under Policy IND. I recommend that the district delete this entire section.

3. I also recommend that the district revise the section titled "Prayer at Graduation/Baccalaureate Ceremonies." The information covered under this section regarding graduation, graduation speakers and prayer at graduation is also covered under Policies INC and IND. The information regarding baccalaureate is not directly covered under this policy. If the district decides to keep Policy INDAA, I recommend that this section be revised.

4. Finally, I recommend that the district review and amend the section titled, "Religious Activities of School Employees."

The newly revised Article I, section 5 of the Missouri Constitution states:

. . . that citizens as well as elected officials and employees of the state of Missouri and its political subdivisions shall have the right to pray on government premises and public property so long as such prayers abide within the same parameters placed upon any other free speech under similar circumstances; . . .

The district's policy language does seem to give a different parameter to religious speech as to other speech in that it directs employees to conduct religious activities "in private in order to avoid the appearance that they are acting in their employment responsibilities." Most attorneys, I suspect, would gladly argue that although this language appears to violate the Missouri Constitution, it is necessary in the school environment to avoid violating the First

REFERENCE COPY

FILE: INDAA
BasicCritical

Amendment of the U.S. Constitution. Of course, the district probably does not want policy language that would lead to any kind of argument about the law.

I am also worried about the last sentence which states, “School employees are prohibited from encouraging or discouraging religious expression and from actively participating in religious expression with students.” This statement is too broad and is not limited to the school day or school activities. I suspect there are many teachers that go to the same church or synagogue as students and do actively teach religious subjects or worship with students outside of the school environment.

In addition, a relatively recent court case has made it clear that in some circumstances teachers may have a constitutional right to even lead religious discussions with students after school, but still on school property. In Wigg v. Sioux Falls School District, 382 F.3d 807 (8th Cir. 2004) the district had a policy that prohibited employees from participating in religious activities on school grounds. A Christian-based children’s group was approved to use the district’s facilities after the school day and the teacher wanted to participate in the group, even though it was held immediately after school in the building she worked in. The district prohibited the teacher from attending, fearing violation of the Establishment Clause of the First Amendment, but the federal court held that it violated the teacher’s First Amendment right of freedom of speech to prohibit her from being there. The court relied on the fact that the meeting took place after the regular hours for teachers, that non-participating students had already exited the building and that participating students were present with the written consent of the parent.

So, the law is not so easy to summarize, but I am concerned that the district’s policy is not clear and could be read as restricting legal speech. If the district decides to keep this policy, I recommend that this section be revised.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services	X	Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: INDAA
BasicCritical

REFERENCE COPY

REFERENCE COPY

FILE: INDAA
BasicCritical

RELIGIOUS EXPRESSION

The district is committed to provide educational services and to maintain a learning environment, which does not limit or deny participation in constitutionally protected prayer or other protected religious expression. Consistent with the provisions of the First Amendment, the district and its employees, who are engaged in official duties, will not sponsor any religious activity or expression. Conversely, the district and its employees, who are engaged in official duties will not discourage or preclude religious expression that is privately initiated, consistent with this policy and regulation.

In order to ensure clarity in application of the district's Religious Expression policy, the following guidelines have been developed and implemented.

Prayer During Non-Instructional Time

Students are permitted to engage in religious expression before, during and after the school day in the same manner and to the same extent that students may engage in nonreligious activities or expression during non-instructional time, (i.e., before school, after school, lunch and recess and while not engaged in school activities). Religious expressions permitted include, but are not limited to, Bible reading, prayer, scripture reading and grace before meals. These activities may be engaged in by individual students or by groups of students. However, the exercise of constitutional rights of religious expression may not be engaged in when the expression disrupts scheduled instructional time or other educational activities and do not impede access to school facilities or mobility on school premises educational programs or student activities. The decision to participate or not to participate in religious expression is a matter of individual choice. No student will be permitted to harass or intimidate other students to participate or refrain from participating in religious expression.

Released Time for Religious Activities

Upon written parental request, students may be released from school to participate in off-premises religious instruction or to satisfy religious obligations. Students who are released from class for religious activities will not be penalized for missing school. However, such students will be responsible for all assignments and for the content of lessons missed. The district will not provide transportation to or from off-premise locations for religious observances and will not be responsible for the safety or welfare of students while away from school.

Religious Expression in Class Assignments

Students are free to express their personal beliefs about religion in homework assignments, artwork or other written or oral assignments. Such assignments will be evaluated by teachers based upon academic standards of substance, quality and relevance. Students will neither be rewarded nor penalized because of the religious content or lack of religious content in their assignments.

Student Assemblies and Extracurricular Activities

Generally, school administrators will determine or substantially control the content of what is expressed at student assemblies and at extracurricular activities. In such cases religious expression will not be permitted as the religious expression may be attributed to the school or seen as an endorsement of a particular religious belief or expression. However, in instances where students are selected to speak at assemblies based upon neutral selection criteria and where the student speaker has primary control over the content of that oral presentation, the school will not restrict the student speech because of its religious or anti-religious content. In such cases, school authorities will publicly clarify that the content of the student's speech is the speaker's opinion and not the school's. However, neither district nor school officials may direct or encourage prayer at graduation or select speakers because of the expectation that such speakers will include religious or anti-religious expressions in their speech.

Prayer at Graduation/Baccalaureate Ceremonies

Where students or other graduation speakers are selected on the basis of neutral criteria and retain control over the content of their speech, the content of the speech will not be restricted because of the religious or anti-religious content of their speech. The school disclaims responsibility for such speech neither encouraging or discouraging its content. However, neither district nor school officials may direct or encourage prayer at graduation or select speakers because of the expectation that such speakers will include religious or anti-religious expressions in their speech.

To the extent that the district makes its facilities and related services available to private groups, the district will provide similar access and similar terms to private groups for a baccalaureate ceremony. The district and the school will not mandate student attendance nor participate in the organization of the ceremony. School employees are free to attend but will not be required to attend the private baccalaureate ceremony.

Religious Activities of School Employees

When not engaging in work-related activities (i.e., before school or lunch), school employees may take part in religious activities such as including, but not limited to, prayer or Bible study, as allowed by law. Such activities should be conducted in private in order to avoid the appearance that they are acting in their employment responsibilities. School employees are prohibited from encouraging or discouraging religious expression when acting in their capacity as employees of the district or in other situations where their actions are attributed to the district and constitute a violation of state or federal law and from actively participating in religious expression with students.

* * * * *

REFERENCE COPY

FILE: INDAA
BasicCritical

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted: 09/23/2003

Revised: 12/16/2003;

Cross Refs: JED, Student Absences and Excuses

Legal Refs: Mo.Const. art. 1, § 5
§160.2500, RSMo.
U.S. Const. amend. I

West Plains R-VII School District, West Plains, Missouri

REFERENCE COPY

FILE: JECA-AF3
Critical

EXPLANATION: ADMISSION OF STUDENTS (Affidavit of Relative Caregiver)

MSBA has drafted this NEW form in response to Senate Bill 532 (2014), which authorizes relatives who are caring for a minor to give legal consent for educational and medical services for the minor if the parent has delegated his or her authority to the relative caregiver in writing or if the relative caregiver signs an affidavit verifying that consent could not be obtained after reasonable efforts have been made to obtain the consent of the parent.

This form will not impact the student's legal residency or the district's obligation to educate students legitimately living in the district. Nevertheless, this affidavit does clarify the relative caregiver's legal authority, particularly when making special education decisions or seeking emergency medical care. For that reason, MSBA encourages districts to provide this form to relatives acting as parents if those relatives do not have other legal documentation such as a custody order or a power of attorney. Unfortunately, this affidavit will only apply if the person caring for the child is a relative by blood, marriage or adoption.

Please note that the affidavit expires one year after it is given to the district or, if that date is unknown, the date it was signed. That means districts may need to provide this affidavit to relatives annually.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary	X	Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
	Human Resources	X	Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: JECA-AF3
Critical

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FILE: JECA-AF3
Critical

ADMISSION OF STUDENTS (Affidavit of Relative Caregiver)

The State of Missouri
The County of _____

Affidavit

Before me, the undersigned authority, personally appeared _____
[name of relative caregiver signing form], who, being by me duly sworn, deposed as follows:

My name is _____,* and I am of sound mind and am 18 years
of age or older. The following information about me is true and correct:

My date of birth:* _____

Address:* _____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ E-mail Address: _____

Driver's license or identification card number:* _____

I am competent to testify to the following facts and matters:

I am a relative caregiver to _____ [name of child],* whose date
of birth is _____.* My relationship to the child is
_____.* The above-mentioned child is living with me at
the address listed above because of the following [describe reason why child lives with relative
caregiver]: _____

I understand that I have a legal obligation to notify any healthcare provider or school that has been
given this affidavit if the child stops living with me.

The contact information for the child's parent(s) is as follows (if known):*

Mother's Name: _____

FILE: JECA-AF3
Critical

REFERENCE COPY

Address: _____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ E-mail Address: _____

Father's Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ E-mail Address: _____

Check one of the following and provide the appropriate explanation:*

☐ I have made the following attempts to notify the parent(s) of my intent to consent to medical treatment or educational services for the child: _____

The child's parent(s) provided the following response: _____

☐ I have not been able to contact the parent(s). The reason I am unable to contact the parent(s) to advise the parent(s) of my intent to consent to medical treatment or educational services for the child is: _____

I understand that this affidavit expires one year after the date it is given to a healthcare provider or school. If that date is unknown, it will expire one year after the date I have signed the affidavit. At that time I will need to provide a new affidavit.

Signature of Caregiver

Date

REFERENCE COPY

FILE: JECA-AF3
Critical

In witness whereof I have hereunto subscribed my name and affixed my official seal this _____
day of _____, 20____.

Signature of Notary

Date

{{Seal}}

* This information is required for the affidavit to be legally enforceable.

For Office Use Only: Date Received _____

* * * * *

***Note: The reader is encouraged to review policies and/or procedures for related information
in this administrative area.***

Implemented: **FIELD**(AdoptDate)

Revised:

FIELD(DistrictLocationLine)

REFERENCE COPY

FILE: JHCD
Critical

EXPLANATION: ADMINISTRATION OF MEDICATIONS TO STUDENTS

House Bill 2238 permits the use of a medication derived from hemp oil to treat seizures. Because of the growing popularity of medicinal marijuana, hemp and their derivatives, MSBA has added a statement to this policy clarifying that the district will not administer, or allow students to administer, any drug that is illegal under federal law, even if it is legal pursuant to state law. The purpose of this statement is to keep districts from being caught between conflicting state and federal enforcement activities.

In addition, MSBA has made changes to this policy to clarify that the district may administer the first dose of a medication if the medication is to be used only in emergency situations. Further, as long as protocols are followed, written parental permission is not required to administer epinephrine or asthma-related rescue medications if the district stocks these medications, as allowed under state law, to use on any student in distress.

MSBA also made clarifications to the section titled “Possession and Self-Administration of Medications.”

NOTE: The district’s policy currently reflects that they don’t maintain “asthma medication.” Would like to verify if this is still correct for the district or if we need to update the policy to reflect asthma medication.

<i>MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.</i>					
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X	Health Services		Counselor	X	Special Education
	Transportation		Public Info/Communications		Technology

FILE: JHCD
Critical

REFERENCE COPY

REFERENCE COPY

FILE: JHCD
Critical

ADMINISTRATION OF MEDICATIONS TO STUDENTS

Definitions

Authorized Prescriber – Includes a healthcare provider licensed or otherwise authorized by state law to prescribe medication.

Diabetes Medical Management Plan – A document developed by the student's personal healthcare team that sets out the health services needed by the student at school and that is signed by the student's personal healthcare team and parent/guardian.

Medications – For the purposes of this policy, medications include prescription drugs and over-the-counter drugs, including herbal preparations and vitamins. Medications also include substances that claim or purport to be medicinal or performance enhancing.

General

The West Plains R-VII School District is not legally obligated to administer medication to students unless specifically included in a Section 504 plan or an individualized education program (IEP). However, the Board recognizes that some students may require medication for chronic or short-term illnesses to enable them to remain in school and participate in the district's educational services. Parents/Guardians are encouraged to submit any relevant information regarding the medications their student needs, including a diabetes medical management plan or other information the district may use to develop an IEP, Section 504 Plan or individualized health plan (IHP). The district will review all information submitted by the parents/guardians and work with them to create a plan to meet the student's medical needs while at school or school activities.

The district prohibits students from possessing or self-administering medications while on district grounds, on district transportation or during district activities unless explicitly authorized in accordance with this policy. The superintendent, in collaboration with the district nursing staff, will establish administrative procedures for storing and administering medications in compliance with this policy and pursuant to state and federal law. Medications will only be administered at school when it is not possible or effective for the student to receive the medication at home.

The administration of medications is a nursing activity that must be performed by or under the supervision of a registered professional nurse. A registered professional nurse may delegate the administration of medication to a licensed practical nurse or unlicensed personnel who are trained by the nurse to administer medications. The registered professional nurse is responsible for developing written procedures for training unlicensed personnel in the administration of medications and for supervising the administration of medication by others. In accordance with law, any trained or qualified employee will be held harmless and immune from civil liability for administering

medication in good faith and according to standard medical practices. A qualified employee is one who has been trained to administer medication according to standard medical practices.

The nurse or designee must maintain thorough documentation of all medications administered to students.

Nurses must use reasonable and prudent judgment to determine whether to administer particular medications to students while also working in collaboration with parents/guardians and the school administration. In carrying out their legal duty to protect the health, welfare and safety of students, nurses will, when necessary, clarify authorized prescriber orders and respond in accordance with such clarifications.

The district shall not knowingly administer medications in an amount exceeding the recommended daily dosage listed in the *Physician's Desk Reference (PDR)* or other recognized medical or pharmaceutical text. Except for the **medications that are only used in an emergency situation** use of a ~~prefilled epinephrine auto-syringe~~, the district will not **knowingly** administer the first dose of any medication. Parents/Guardians are encouraged to arrange to administer prescription medications themselves when possible.

Staff, students and all other individuals are prohibited from possessing or administering any medication, while on district grounds, on district transportation or during district activities, that is illegal pursuant to state or federal law.

Over-the-Counter Medications

The district may administer over-the-counter medication to a student upon receipt of a written request and permission to do so by the parent/guardian. All over-the-counter medications must be delivered to the school principal or designee in the manufacturer's original packaging and will only be administered in accordance with the manufacturer's label.

Prescription Medications

Unless otherwise authorized in this policy, the parent/guardian must provide the district with written permission to administer the medication before the district will administer the prescription medication to the student. The prescription label will be considered the equivalent of a prescriber's written direction, and a separate document is not needed.

Possession and Self-Administration of Medications

The district will permit a student to possess and self-administer medications as required by law, **except for substances that are illegal under state or federal law,** and as allowed in this section.

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Permission to possess and self-administer medications may be revisited if there is evidence that the student is not handling or administering the medication appropriately or that the student's actions may be harming his or her own health or the health and safety of other persons. Such permission is required for students to possess and self-administer medications while at school, at a district-sponsored activity and on district-sponsored transportation. Such permission shall be effective only for the same school and school year for which it is granted.

A student with an IEP or Section 504 plan may possess and self-administer medications in accordance with the IEP or Section 504 plan. Students who do not have an IEP or Section 504 plan may possess and self-administer medications in accordance with 1) or 2) below:

1. Students with Diabetes: Upon written request of the parent/guardian and upon authorization by a student's diabetes medical management plan, the district will permit a student with diabetes to perform blood glucose checks, administer insulin through the student's insulin delivery systems, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of the student's diabetes. The district will permit the student to possess on his or her person at all times all necessary supplies and equipment to perform these monitoring and treatment functions. The student shall have access to a private area for performing diabetes care tasks should the parent/guardian or student request such access. Students with diabetes who wish to possess and self-administer medications are subject to the same requirements (below) as students with other health conditions.

~~Students with IEPs or Section 504 Plans~~

~~Students may possess and self-administer medications in accordance with the student's IEP or Section 504 plan.~~

2. Students with Other Chronic Health Conditions: Students may possess and self-administer medications for the treatment of asthma, anaphylaxis and other chronic health conditions in accordance with this policy and law. The district will not permit students to possess and self-administer medications unless all of the following requirements are met:
 - ▶ The medication was prescribed or ordered by the student's physician.
 - ▶ The physician has provided a written treatment plan for the condition for which the medication was prescribed or authorized that includes a certification that the student is capable of and has been instructed in the correct and responsible use of the medication and has demonstrated to the physician or the physician's designee the skill level necessary to use the medication.

- ▶ The student has demonstrated proper self-administration technique to the school nurse.
- ▶ The student's parent/guardian has signed a statement authorizing self-administration and acknowledging that the district and its employees or agents will incur no liability as a result of any injury arising from the self-administration of such medication unless such injury is a result of negligence on the part of the district or its employees or agents.

Emergency Medications

All student-occupied buildings in this district are equipped with prefilled epinephrine auto syringes. The school nurse or another employee trained and supervised by the school nurse may administer this medication when they believe, based on training, that a student is having a life-threatening anaphylactic reaction. A prescription or written permission from a parent/guardian is not necessary to administer this medication in an emergency situation.

Epinephrine will only be administered in accordance with written protocols provided by an authorized prescriber. The Board will purchase an adequate number of prefilled epinephrine auto syringes based on the recommendation of the school nurse, who will be responsible for maintaining adequate supplies and replacing expired syringes.

The school principal or designee will maintain a list of students who cannot, according to their parents/guardians, receive epinephrine. A current copy of the list will be kept with the devices at all times.

Consequences

Students who possess or consume medications in violation of this policy while on district grounds, on district transportation or during a district activity may be disciplined up to and including suspension or expulsion. Employees who violate this policy may be disciplined up to and including termination. District administrators will notify law enforcement when they believe a crime has occurred.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

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Adopted: 12/21/1999

Revised: 04/18/2006; 12/19/2006; 01/18/2011; 04/16/2013; 04/15/2014;

Cross Refs: AH, Use of Tobacco Products and Imitation Tobacco Products
EBB, Communicable Diseases
EBBA, Illness and Injury Response and Prevention

Legal Refs: §§ 167.621 - .635, .800 - .824, 335.016, .066, 338.059, 577.625, .628, RSMo.
Davis v. Francis Howell Sch. Dist., 138 F.3d 754 (8th Cir. 1998)
DeBord v. Board of Educ. of Ferguson-Florissant Sch. Dist., 126 F.3d 1102 (8th Cir. 1997)

West Plains R-VII School District, West Plains, Missouri