

MEMO

TO: Board of Education
CC: Central Office Administrators
FROM: Sarah Riss
DATE: August 6, 2015
RE: BOE Policy Subcommittee Item of Consideration

Following are recommendations from the Board Policy Subcommittee. These changes were presented during our June 22nd meeting and are now on the agenda for approval at the August 10th meeting. Please feel free to contact one of the committee members with any questions.

WEBSTER GROVES SCHOOL DISTRICT
BOARD OF EDUCATION ITEM OF CONSIDERATION

DATE: August 10, 2015

TOPIC/PROPOSAL:

Approval of proposed policy changes recommended by the Board Policy Subcommittee
Policies: BBFA, BDDL, BF, CB, EBBC, EF, FEF, GBCA, GBCBC, GCBDA, GDPB, GCPD, GCPE, GCPF, GDBDA, GDPD, IGBCB, IGDA, IKFB, JHCD, KI and the Hazard Mitigation Plan and Post Issuance Tax compliance Resolution and Policy.

BACKGROUND INFORMATION:

The Board Policy Subcommittee has reviewed the policy changes recommended by MSBA and as part of our regular policy review cycle. A summary of the proposed changes for selected policies is attached for your review. These were shared during the June 22, 2015 Board of Education meeting.

INSTRUCTIONAL IMPACT/RATIONALE:

The proposed policy changes will better reflect the current practices of WGSD and improve the practices of WGSD.

CSIP/DISTRICT GOAL ADDRESSED: All

FISCAL NOTE: NA

ADMINISTRATIVE RECOMMENDATION:

- **Action Requested:** ☒ **Information:** ☐
- **Proposed Motion for Approval (if applicable):**

I move that the Board of Education approve the proposed policy changes for BBFA, BDDL, BF, CB, EBBC, EF, FEF, GBCA, GBCBC, GCBDA, GDPB, GCPD, GCPE, GCPF, GDBDA, GDPD, IGBCB, IGDA, IKFB, JHCD, KI and the Hazard Mitigation Plan and Post Issuance Tax compliance Resolution and Policy.

PREPARED BY: Sarah Booth Riss

Motion: _____ **Second:** _____

Board Vote: ____ (yes) ____ (no) ____ (abstain) ____ (Consent Agenda)

August 04, 2015

Policy Subcommittee Recommendations: August 2015

Policy	Title	Type of Change	Recommended Change
	Hazard Mitigation Plan	Minor	Approve resolution as presented
	Post Issuance Tax Compliance Resolution and Policy	Minor	Adopt as presented
BBFA	Board Member Conflict of Interest and Financial Disclosure	NA	Must re-adopt every 2 years. No changes in the policy recommended.
BDDL	Release of Information	Minor	Provide updated information to reflect current practices.
BF	School Board Policy Process	Current	Changes reflect the current process for WGSD and updated recommended by MSBA.
CB	School Superintendent	Minor	Accept MSBA changes
EBBC	Nursing Mothers	Current	Accept MSBA changes with minor revision
EF	Food Service Management	Minor	Accept MSBA changes
FEF	Construction Contracts Bidding and Awards	Major	Accept MSBA changes except for Change Orders section. Use language from attorney and COO. A definition provided by MSBA was added for Project Labor Agreement to help clarify the reference to the descriptor "Union Only." Insert recommended language from COO and Attorney related to change orders on page 6.
GBCA	Staff Conflict of Interest	Minor	Accept MSBA changes
GBCBC	Staff Absences and Tardiness	Minor	Accept MSBA changes and add "after 48 hours" to the first paragraph in Failure to Contact the District section
GCBDA	Professional Staff Short-term Leaves	Minor	Accept MSBA changes
GCPB	Resignation of Professional Staff Members	Minor	Accept MSBA changes
GCPD	Suspension of Professional Staff Members	Minor	Accept MSBA changes
GCPE	Termination of Professional Staff Members	Minor	Accept MSBA changes
GCPF	Renewal of Professional Staff	Minor	Accept MSBA changes and add

	Members		terminology from our PBTE Board approved process.
GDBDA	Short Staff Leaves	Minor	Accept MSBA changes
GDPD	Nonrenewal, Suspension and Termination of Support Staff Members	Minor	Accept MSBA changes
IGBCB	Programs for Migrant Students	Minor	Accept MSBA changes with a few minor word changes
IGDA	Student-initiated Group Use of District Facilities	Minor	Accept MSBA changes
IKFB	Graduation Exercises	Minor	Accept MSBA changes
JHCD	Administration of Medications to Students	Minor	Accept MSBA changes
KI	Public Solicitations/Advertising in District Facilities	NA	Declining changes recommended by MSBA.

Types of Changes:

Grammar	Grammatical
Minor	Minimal word changes not impacting current practice
Major	Major change that impacts current practice
Current	Changes that better reflect current practice

A RESOLUTION OF THE WEBSTER GROVES SCHOOL DISTRICT ADOPTING THE ST. LOUIS
REGIONAL ALL-HAZARD MITIGATION PLAN 2015-2020
(UPDATED 2015)

WHEREAS the Webster Groves School District recognizes the threat that natural hazards pose to people and property within the Webster Groves School District; and

WHEREAS the Webster Groves School District has participated in the preparation of a multi-hazard mitigation plan, hereby known as the *St. Louis Regional All-Hazard Mitigation Plan 2015-2020* (hereafter referred to as the *Plan*) in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS the *Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Webster Groves School District from the impacts of future hazards and disasters; and

WHEREAS the Webster Groves School District recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, the Webster Groves School District will endeavor to integrate the *Plan* into the comprehensive planning process; and

WHEREAS adoption by the Webster Groves School District demonstrates its commitment to hazard mitigation and achieving the goals outlined in the *Plan*.

NOW THEREFORE, BE IT RESOLVED BY THE WEBSTER GROVES SCHOOL DISTRICT, in the State of Missouri, THAT:

Section 1. In accordance with (local rule for adopting resolutions), the Webster Groves School District adopts the *Plan*.

ADOPTED by a vote of ____ in favor and ____ against, and ____ abstaining, this ____ day of _____, 20 ____.

By (Signature): _____

Print name: _____

ATTEST:

By (Signature): _____

Print name: _____

APPROVED AS TO FORM:

By (Signature): _____

Print name: _____

Offered by: _____

Seconded by: _____

**RESOLUTION APPROVING A CONTINUING DISCLOSURE
COMPLIANCE POLICY AND PROCEDURE FOR SCHOOL
DISTRICT OF WEBSTER GROVES, ST. LOUIS COUNTY,
MISSOURI**

WHEREAS, in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the “SEC”), issuers of certain obligations may be required to provide disclosures of certain financial information and operating data and to file notices of certain material events to the marketplace to facilitate informed secondary market trading of bonds; and

WHEREAS, the Board of Education of the School District of Webster Groves, St. Louis County, Missouri, and any successors or assigns (the “**District**”), finds it is in the best interest of the District to adopt certain policies and procedures to comply with the SEC directives and to improve securities law compliance and documentation with respect to the District’s outstanding bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF WEBSTER GROVES, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Approval of Continuing Disclosure Compliance Policy and Procedure. The Continuing Disclosure Compliance Policy and Procedure in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 2. Further Authority. The District hereby authorizes and empowers the officers and representatives of the District to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the approval of the Continuing Disclosure Compliance Policy and Procedure. All of the acts and undertakings of such officers and representatives that are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

PASSED by the Board of Education this ____ day of _____, 2015.

(SEAL)

President of the Board of Education

ATTEST:

Secretary of the Board of Education

Vote:

Aye: ____

Nay: ____

Absent: ____

* * * * *

**SCHOOL DISTRICT OF WEBSTER GROVES
ST. LOUIS COUNTY, MISSOURI**

CONTINUING DISCLOSURE COMPLIANCE POLICY AND PROCEDURE

Dated as of _____, 2015

CONTINUING DISCLOSURE COMPLIANCE POLICY AND PROCEDURE

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Exhibit A – List of Bonds Covered by this Compliance Procedure

* * *

CONTINUING DISCLOSURE COMPLIANCE POLICY AND PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Report” means the Issuer’s audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Bonds) and certain other financial information and operating data required to be filed annually with the MSRB for the Bonds.

“Board” means the Board of Education of the Issuer.

“Bond Compliance Officer” means the Issuer’s Chief Financial Officer or, if the position of Chief Financial Officer is vacant, the person filling the responsibilities of the chief financial officer for the Issuer.

“Bond Counsel” means the law firm(s) selected by the Issuer to advise the Issuer on matters referenced in this Compliance Procedure.

“Bond(s)” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer, the proceeds of which are to be loaned or otherwise made available to the Issuer. A list of all Bonds outstanding or authorized to be issued and subject to this Compliance Procedure as of _____, 2015, is attached as **Exhibit A** hereto.

“Compliance Procedure” means this Continuing Disclosure Compliance Policy and Procedure.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Agreement(s), Continuing Disclosure Certificate(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) and agreements of the Issuer setting out covenants for satisfying the Issuer’s requirements for providing information to the MSRB pursuant to SEC Rule 15c2-12 on an ongoing basis for one or more Bond issues.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Issuer” means School District of Webster Groves, St. Louis County, Missouri, and any successors or assigns.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure; Continuing Disclosure Undertaking; Issuer Commitment. The Issuer, if a Bond is subject to continuing disclosure, is required under the Continuing Disclosure Undertaking to provide disclosures of certain financial information and operating data and to file notices of certain material events to the marketplace to facilitate informed secondary market trading in Bonds issued by the Issuer. The Issuer is committed to full compliance with the federal securities law requirements for all of its Bonds currently outstanding and all Bonds subject to continuing disclosure issued in the future. This Compliance Procedure is adopted by the Board to comply with the Securities and Exchange Commission directives and to improve securities law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Bonds currently outstanding and all Bonds subject to continuing disclosure issued in the future. If the provisions of this Compliance Procedure conflict with a Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel or legal counsel expert in federal securities laws, the terms of the Continuing Disclosure Undertaking or specific written instructions of Bond Counsel or legal counsel expert in federal securities laws will supersede and govern in lieu of this Compliance Procedure.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Board. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with legal counsel to the Issuer, Bond Counsel, legal counsel expert in federal securities laws, accountants and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Board, as necessary, regarding (a) implementation of this Compliance Procedure and (b) any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) General. Periodically, as individuals acting as the Issuer's Bond Compliance Officer pass the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing individual is responsible for training the incoming individual to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and any Continuing Disclosure Undertaking for any outstanding Bonds.

(b) Training Opportunities. When appropriate, the Bond Compliance Officer will take advantage of training opportunities regarding federal securities laws requirements that are relevant to the Issuer such as:

- Subscribing to the MSRB's EMMA website
- Attending training programs offered by the MSRB or other industry professionals
- Consulting Bond Counsel or legal counsel expert in federal securities laws from time-to-time with questions regarding federal securities laws requirements applicable to the Issuer

ARTICLE IV

CONTINUING DISCLOSURE COMPLIANCE

Section 4.1. Annual Disclosure Filings. For each issuance of Bonds subject to continuing disclosure, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the financial information and operating data required to be included in the Annual Report to be filed by the Issuer with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the time limits provided in the Continuing Disclosure Undertaking for the Bonds.

Section 4.2. Material Event Disclosure Filings. For each outstanding issue of Bonds subject to a Continuing Disclosure Undertaking, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the "material events" that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events with respect to the Bonds represents a "material event:"

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (g) modifications to rights of bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;

- (l) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (m) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (n) appointment of a successor or additional trustee or the change of name of the trustee, if material.

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel or legal counsel expert in federal securities laws to determine if notice of the event is required to be given to the MSRB under the Continuing Disclosure Undertaking. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel or legal counsel expert in federal securities laws.

**ADOPTED BY THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF
WEBSTER GROVES, ST. LOUIS COUNTY, MISSOURI, THIS ____ DAY OF _____, 2015**

[Remainder of page intentionally left blank]

EXHIBIT A

LIST OF BONDS COVERED BY THIS COMPLIANCE PROCEDURE

1. General Obligation Bonds, Series 2006
2. General Obligation Bonds, Series 2007A
3. General Obligation Refunding and Improvement Bonds, Series 2010A
4. Taxable General Obligation Bonds, Series 2010B (Build America Direct-Pay Bonds)
5. Taxable General Obligation Qualified School Construction Bonds, Series 2010C
6. General Obligation Refunding Bonds, Series 2012
7. General Obligation Refunding and Improvement Bonds, Series 2013
8. General Obligation Refunding Bonds, Series 2014



MISSOURI ETHICS COMMISSION

P.O. Box 1370
Jefferson City, MO 65102
www.mec.mo.gov
(573) 751-2020 / (800) 392-8660

James Klahr
Executive Director

BBFA

6/12/2015

Jane Baumgartner
Webster Groves School District
400 East Lockwood Avenue
Webster Groves, MO 63119

Re: Conflict of Interest Ordinance/Resolution/Policy Expiration (Ordinance)

The Conflict of Interest ordinance for your political subdivision expires this year. If you wish to keep this policy in effect, you must re-adopt the ordinance at an open meeting by September 15. Within 10 days of adoption, you are required to submit a certified copy (example: signed by presiding officer, board member, and attested by the clerk) to the Missouri Ethics Commission.

When adopting an ordinance, you may also want to consider penalties in addition to the minimum requirements established in §105.485.4, RSMo. Any penalties that the subdivision is authorized to enforce should be established by the ordinance. ***Upon adopting the ordinance, the political subdivision becomes responsible for enforcing the ordinance and any penalties.***

If adopting an ordinance, all elected, appointed, and decision-making personnel, as well as candidates for public office, are required to file a Financial Interest Statement for Political Subdivisions (short form) if they have any transactions over \$500 with the political subdivision.

If you do not re-adopt the ordinance, all elected, appointed, and decision-making personnel, as well as candidates for public office, are required to file a Personal Financial Disclosure Statement (long form).

If this reminder was sent to you in error, please contact our office at PFDFOnline@mec.mo.gov or 800-392-8660.

Thank you.

Betty Lohmann
Reporting Specialist

Webster Groves

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Policies

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Policy - BBFA-1

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Policy

Descriptor Code: BBFA-1

BOARD MEMBER CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE

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All directors of the Webster Groves School District Board of Education shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their capacity as Board members conflict with the mission of the district.

Definitions

Business with Which a Board Member Is Associated – For the purposes of this policy:

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

Fourth Degree of Consanguinity or Affinity – Includes parents, grandparents, great-grandparents, great-great-grandparents, spouse, children, siblings, grandchildren, great-grandchildren, great-great-grandchildren, nieces, nephews, grand-nieces, grand-nephews, aunts, uncles, great-aunts, great-uncles, and first cousins by virtue of a blood relationship or marriage.

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.

Substantial Interest – A substantial interest exists when the Board member or his or her spouse or dependent children in his or her custody, either singularly or collectively, directly or indirectly:

1. Own(s) ten percent or more of any business entity; or
2. Own(s) an interest having a value of \$10,000 or more in any business entity; or
3. Receive(s) a salary, gratuity or other compensation or remuneration of \$5,000 or more from any individual, partnership, organization or association within any calendar year.

Sale, Rental or Lease of Personal Property (Property Other Than Real Estate)

No elected or appointed official 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 elected or appointed official of the district shall perform a service or 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.

Employment

The district shall not employ Board members for compensation even on a substitute or part-time basis. The district will not accept applications of employment from Board members, consider Board members for employment or decide to employ Board members while they remain on the School Board. Board members may provide services on a volunteer basis.

Independent Contractor Services

No elected or appointed official 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.

Businesses That Employ Board Members

A Board member may participate in discussions and vote on motions for the district to do business with entities that employ the Board member as long as the business is not owned by the Board member and the Board member will not receive any financial benefit from the transaction. The Board member may need to submit a statement of interest as described below.

Statement of Interest

Before voting, Board members who have a substantial personal or private interest in a decision before the Board shall provide a written report of the nature of the interest to the Board secretary. The written statement will be recorded in the minutes. Board members who have disclosed the interest in a financial interest statement filed or amended prior to the vote will be in compliance with this requirement.

Self-Dealing

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

Use of Confidential Information

Board members shall not use or disclose confidential information obtained in the course of or by reason of their official capacities in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which the Board member is associated or any other person.

Even when there is no financial gain involved, failure to keep information confidential violates Board ethics and Board policy and could also violate state and federal law.

Nepotism

Board members shall not vote to employ or appoint any person who is related to them within the fourth degree by consanguinity or affinity. In the event that an individual is recommended for employment or appointment and the individual is related within the fourth degree to a Board member, the related Board member shall abstain from voting.

For the purposes of this section, to "employ" includes hiring persons to be employees of the district and approving independent contractors who provide services to the district.

Financial Interest Statements

The Webster Groves School District Board of Education hereby adopts a policy establishing and making public its own method of disclosing financial interests of Board members, candidates and specified administrators, in accordance with law. Financial interest statements (also known as personal financial disclosure statements) as described below shall be filed with the Missouri Ethics Commission (MEC) and the Webster Groves School District Board of Education on or before May 1 for the preceding calendar year. Board candidates for open positions must file their reports within 14 days after the last day to file for office. The reports will be made available for public inspection and copying during normal business hours.

This portion of the policy dealing with the financial interest statement will be adopted in an open meeting every other year by September 15. A certified copy of this policy shall be sent to the MEC within ten days of adoption.

Board Member Disclosure

All School Board members and candidates for School Board will file the short-form version of the MEC's financial interest statement each year. This form is also known as the "Financial Disclosure Statement for Political Subdivisions." School Board members and candidates will report the following

transactions if they occurred during the previous calendar year. If no such transactions occurred, the Board member or candidate will still file, but will mark the items as not applicable.

1. Each transaction in excess of \$500 per year between the district and the individual or any person related within the first degree by consanguinity or affinity to the individual. The statement does not need to include compensation received as an employee or payment of any tax, fee or penalty due the district and other transfers for no consideration to the district. The statement shall include the dates and identities of the parties in the transaction.

"First degree of consanguinity or affinity" includes parents, spouse or children by virtue of a blood relationship or marriage.

2. Each transaction in excess of \$500 between the district and any business entity in which the individual has a substantial interest. The statement does not need to include any payment of tax, fee or penalty due the district or payment for providing utility service to the district and other transfers for no consideration to the district. The statement shall include the dates and identities of the parties in the transactions.

Superintendent, Chief Purchasing Officer and General Counsel Disclosure

The superintendent, chief purchasing officer and general counsel, if employed full-time, will file the short-form version of the MEC's financial interest statement each year. This form is also known as the "Financial Disclosure Statement for Political Subdivisions." These employees will report the following transactions if they occurred during the previous calendar year. If no such transactions occurred, these employees will still file, but will mark the items as not applicable.

These employees will disclose in writing the information required in 1) and 2) above. In addition, these employees will disclose the following information for themselves, their spouses and dependent children in their custody:

1. The name and address of each employer from whom income of \$1,000 or more was received during the year covered by the statement.
2. The name and address of each sole proprietorship the individual owned.
3. The name, address and general nature of business conducted by each general partnership or joint venture in which he or she was a partner or participant.
4. The name and address of each partner or coparticipant in the partnership or joint venture unless the information is already filed with the secretary of state.
5. The name, address and general nature of business of any closely held corporation or limited partnership in which the individual owned ten percent or more of any class of the outstanding stock or limited partners' units.
6. The name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the individual owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests.
7. The names and addresses of each corporation for which the individual served in the capacity of director, officer or receiver.

* * * * *

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.

Readopted: 09/09/2002; 09/13/2004; 08/28/2006; 08/25/2008; 05/10/2010; 11/09/2010; 11/14/2011; 06/18/2013

Webster Groves

Date Adopted: 9/13/1993

Last Revised: 8/25/2014

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Reference	Description
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§§ 105.450-.458, RSMo. [State Statute](#)
§§ 105.461-.462, RSMo. [State Statute](#)
§§ 105.476-.492, RSMo. [State Statute](#)
§105.472, RSMo. [State Statute](#)
§162.261, RSMo. [State Statute](#)
§162.401, RSMo. [State Statute](#)
§168.126, RSMo [State Statute](#)
§171.181, RSMo. [State Statute](#)
Mo. Const. art.VII § 6 [State Constitution](#)

Policy Reference	Description
DA	FISCAL RESPONSIBILITY
DJF-2	PURCHASING
FEF-2	CONSTRUCTION CONTRACTS BIDDING AND AWARDS
GBCA-1	STAFF CONFLICT OF INTEREST
GBL	PERSONNEL RECORDS
GCD-1	PROFESSIONAL STAFF RECRUITING AND HIRING
GDC-1	SUPPORT STAFF RECRUITING AND HIRING
JO	STUDENT RECORDS

Date: 7/30/2015

Version: 4.3.7.53

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**RELEASE OF INFORMATION**

The Webster Groves School District believes that local control of public education is best served when the patrons of the district and other members of the public have access to the meetings, records and votes of the Board of Education.

In limited situations, important considerations of public policy require meetings of the Board, including any record or vote, to be closed to the public. Meetings, records and votes shall be closed to the public to the extent allowed by law.

only

The following provisions shall govern the release of information concerning the meetings, records and votes of the Board:

1. The custodian of records is responsible for responding to requests for district records. Requests for records will be directed to the custodian, whose identity will be made available on request and will be advertised as appropriate. The Board appoints the following person as custodian of records:

Secretary of the Board of Education
Webster Groves School District
400 E. Lockwood
Webster Groves, MO 63119
314-961-1233

Chief Information Officer for the district is trained

In addition, the district will train at least one additional employee to serve as custodian of records in the absence of the official custodian.

2. The custodian of records shall:
 - ▶ Respond to each request for inspection or copying as soon as possible but no later than the end of the third business day following the date the request is received by the custodian. The three-day requirement may be exceeded for reasonable cause.

- ▶ Give a detailed explanation of the cause for delay and the place and earliest time and date the record will be available if access is not granted immediately.
 - ▶ If access is denied, upon request provide a written statement of specific statutory grounds for such denial no later than the third business day following the date that the request for the record is received.
3. Except as otherwise provided by law, the custodian of records shall provide access to, and upon request furnish copies of, public records subject to the following:
- ▶ If ^{public} records are requested in a certain format, the custodian of records will provide the records in the requested format if such format is available.
 - ▶ ^{In most cases} ~~The district may~~ ^{will} charge fees for copying, duplicating time and research time. Copying fees shall not exceed ten cents per page for a ^{black and white} paper copy not larger than 9 x 14 inches. The hourly fee for duplicating time will not exceed the average hourly rate of pay for clerical staff of the district. Research time required for fulfilling records requests may be charged at the actual cost of the research time. The district will produce the copies using the employees that result in the lowest amount of charges for search, research and duplication time.
 - ▶ Fees for providing access to computer records, recorded tapes, disks, videotapes, films, pictures, maps, slide graphics, illustrations or similar audio or visual items shall include only the cost of copies, staff time and the cost of the disk, tape or other medium used for the duplication. Charges for staff time will not exceed the average hourly rate of pay for staff of the district required for making copies and programming, if necessary. Fees may include the actual costs of programming if programming is required beyond the customary and usual level to comply with a request for records or information. ^{, including salary,}
 - ▶ Payment of copy fees may be requested prior to copying. ~~The person requesting the records may request an estimate of the cost prior to copying.~~ ^{The district will provide an estimated cost prior to completing the request}

- ▶ Copies may be furnished free or at a reduced rate if the Board determines that it is in the public interest because it is likely to contribute to public understanding of the operations or activities of the district and is not primarily based on commercial interests.
- ▶ The custodian of records shall inform the district staff of the mandated retention schedules from the Secretary of State's office and will work closely with district technology staff on the retention of computer records.
- ▶ ~~If~~ **If** ~~Once the~~ district has been served with a summons, petition, complaint, counterclaim or cross-claim in a civil action to enforce the **Sunshine** Law, the custodian of records shall not transfer custody, alter, destroy or otherwise dispose of the public record sought to be inspected and examined until the court directs otherwise, regardless of the applicability of an exemption or the assertion that the requested record is not a public record.

4. If a Board member or a member of a district committee subject to the Missouri **Sunshine** Law transmits any message to enough members that, when counting the sender, a majority of the Board or committee members receive the message, the message shall also be concurrently transmitted to the custodian of records or the member's district office computer, if applicable, in the same format. The message shall be considered an open record unless it is a closed record in accordance with 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.

Reviewed: 11/14/2011

attach form & procedure

Webster Groves

Date Adopted: 9/13/1993

Last Revised: 10/11/2004

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For Office Use Only: [0]

Policy Reference Disclaimer: These references are not intended to be part of the

policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Reference	Description
§§ 610.023, .025, .028-.029	<u>State Statute</u>

Policy Reference	Description
CH	<u>POLICY IMPLEMENTATION AND DISSEMINATION</u>
GBLB	<u>REFERENCES</u>
KB	<u>PUBLIC INFORMATION PROGRAM</u>
KBA	<u>PUBLIC'S RIGHT TO KNOW</u>

Date: 6/22/2015
Version: 4.3.7.52



REFERENCE COPY

FILE: BF
Critical

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.

NOTE: The "Policy Adoption" section seems to indicate that a majority vote of the full Board is required to adopt, amend or rescind policies. This is not legally required. Policy revisions can be approved by a majority of the Board members present – but that is up to the district.

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

REFERENCE COPY

FILE: BF
Critical

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 or designee 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 or designee. The superintendent and administration will review the proposal and ~~recommend appropriate disposition of the proposal~~ make appropriate recommendations to the Board. ~~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.~~ In addition, the district may utilize an outside entity that provides sample policies, service and support.

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, and to provide an opportunity for interested parties to react,~~ Proposed policies will be presented as agenda items to the Board in the following sequence:

1. Superintendent receives or initiates a request for policy change or addition.
2. *Policy Subcommittee* ~~First Consideration by Board~~ *Policy Subcommittee* ~~Informal Item:~~ The superintendent presents the policy change or addition to the Board of Education, along with a recommendation to draft or not to draft policy statements. *As needed the Policy Subcommittee may request a review by Board attorney.*
3. ~~Second Consideration by Board~~ – Discussion Item: Board completes first reading of proposed policy or policies; Board solicits opinions and comments; Board receives report from ~~any advisory committee assigned responsibility in area under consideration;~~ Board discussion, amendments, and/or directions for any redrafting. *the Board Policy Subcommittee*
4. *Vote* ~~Third Consideration by Board~~ – Action Item: Discussion, adoption/rejection of proposed policy statement(s). Amendments to the policy at the action stage will not require repetition of the sequence unless the Board so directs.

The policies of the Board may be amended by a majority vote of the Board of Education *present* at any meeting, provided that each member shall have been furnished a copy of the proposed amendment ~~at least one week in advance~~ *of the meeting.*

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

Policy Subcommittee and Board

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.

REFERENCE COPY

FILE: BF
Critical

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

In case of emergency, any one of the policies of this Board, except those required by statute, may be suspended by a majority vote of all ~~the members of the Board~~ members. Such suspension, however, shall be described in writing and shall be for the consideration of a specific question only; and when such question shall have been considered, the policies shall again be in force. Any business of the Board, therefore, may be taken up out of the order presented by a majority consent.

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. 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~~ ^{regular} ~~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 for 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

FILE: BF
Critical

REFERENCE 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.~~

* * * * *

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: 09/13/1993

Revised: 06/11/2001;

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

Legal Refs: § 171.011, RSMo.

Webster Groves School District, St. Louis County, Missouri

REFERENCE COPY

FILE: CB
Critical

EXPLANATION: SCHOOL SUPERINTENDENT

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

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

FILE: CB
Critical

REFERENCE COPY

REFERENCE COPY

FILE: CB
Critical

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 Webster Groves 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 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: 09/13/1993

Revised: 12/12/2011;

Legal Refs: §§ 168.191, .201, RSMo.

Webster Groves School District, St. Louis, Missouri

master

REFERENCE COPY

FILE: EBBC
Basic

EXPLANATION: NURSING MOTHERS

This policy is optional and was created at the request of several school districts; however, it is in line with current practice in many districts.

There is little law addressing accommodation of nursing mothers in general. Federal law requires all employers of employees considered nonexempt under the Fair Labor Standards Act (such as secretaries, custodians, food service workers, aides, cooks, etc.) to provide "reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk." Employers are also required to provide "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." For more information, see the U.S. Department of Labor's guidance at <http://www.dol.gov/whd/regs/compliance/whdfs73.htm>.

Please note that this policy goes beyond what this law requires and allows all employees reasonable break time to express breast milk. MSBA has also chosen to drop the one-year limit from this policy. The World Health Organization has issued the following recommendations, which are endorsed by many other health organizations: "As a global public health recommendation, infants should be exclusively breastfed for the first six months of life to achieve optimal growth, development and health. Thereafter, to meet their evolving nutritional requirements, infants should receive nutritionally adequate and safe complementary foods while breastfeeding continues for up to two years of age or beyond." Given this, MSBA has not included any limits on how long employees and students may express milk after the baby is born.

The Equal Employer Opportunity Commission (EEOC) has issued guidance indicating that discrimination or retaliation against an employee due to nursing or expressing breast milk would be a violation of Title VII's prohibition of gender discrimination as well as the Pregnancy Discrimination Act (PDA) because lactating is a pregnancy-related condition. See "Enforcement Guidance: Pregnancy Discrimination and Related Issues" at: http://www.eeoc.gov/laws/guidance/pregnancy_guidance.cfm#lact.

This guidance is not law and in fact was recently ignored by the U.S. Supreme Court in a pregnancy discrimination case involving a different issue. Courts are currently divided on whether Title VII or the PDA require accommodation of nursing mothers, and the issue has not been addressed by a Missouri court. Nevertheless, this guidance gives employers notice of what the EEOC expects. According to the guidance:

An employee must have the same freedom to address such lactation-related needs that she and her co-workers would have to address other similarly limiting medical conditions. For example, if an employer allows employees to change their schedules or use sick leave for routine doctor appointments and to address non-incapacitating medical conditions, then it must allow female employees to change their schedules or use sick leave for lactation-related needs under similar circumstances.

The Office for Civil Rights (OCR) of the U.S. Department of Education has recently released guidance regarding the accommodation of pregnant and parenting students, stating that failure to accommodate these students could be a violation of Title IX and gender discrimination. However, this guidance does not go into great detail regarding obligations to nursing mothers and is not necessarily a statement of the law as much as the expectations of the OCR. See “Supporting the Academic Success of Pregnant and Parenting Students” at: <http://www2.ed.gov/about/offices/list/ocr/docs/pregnancy.pdf>.

Missouri state statute makes it clear that it is not indecent for a mother to nurse a child in public and clearly states, “Notwithstanding any other provision of law to the contrary, a mother may, with discretion, breastfeed her child or express breast milk in any public or private location where the mother is otherwise authorized to be.” § 191.918, RSMo.

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

REFERENCE COPY

FILE: EBBC

Basic

NURSING MOTHERS

The district recognizes that many women choose to breastfeed their children ~~for a variety of reasons~~ and will attempt to accommodate women who are breastfeeding or who need to express breast milk while on district property as long as such actions do not disrupt the education environment.

Employees

The district will provide reasonable break time for an employee to express breast milk for her nursing child each time the employee has a need to express. To the extent possible, such break times shall run concurrently with the break times already provided to the employee. Employees are encouraged to notify their supervisors in advance of their intent to make use of this policy. The supervisor shall work with the employee to address arrangements and scheduling to ensure that the employee's duties are covered during the break time and to minimize disruptions to the school day.

Providing breaks to classroom teachers and other employees who directly supervise and educate students throughout the day is particularly challenging since students cannot be left unsupervised, and student learning cannot be disrupted. The district expects these employees to be particularly flexible and, whenever possible, to use planning periods, lunch breaks, routine breaks in their class schedule or other free time to meet their expressing needs.

In accordance with law, the district will provide a location, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public to express breast milk.

This policy does not entitle an employee to bring or keep an infant at work during times when the employee is required to be working. However, if the infant is present during an employee's break or at other times, the employee may nurse the child.

This policy shall be communicated to all current employees and included in ~~new employee orientation training~~ **staff hand books.**

Students

Students will be allowed to express breast milk while on district property, and the district will attempt to accommodate these activities during the school day. Students who wish to utilize this policy should contact the counselor, who will work with the student to address arrangements and create a schedule that results in the least amount of missed class time. When possible, students will be allowed to make up work missed because of absences authorized under this policy.

The district will provide one or more locations, other than bathrooms, for students to express breast milk. The locations will be shielded from view and free from intrusion from others, except that

when scheduling does not permit the use of a private location at the time the student has a need to express, students who need to express may opt to share space rather than wait for a private space.

This policy does not entitle a student to bring an infant to school during the school day when the student is required to be in class. However, if the infant is present during a break or at other times, the student may nurse the child while ~~at school~~ *in the school*.

Public

Members of the public will be allowed to nurse or express breast milk while on district property. If additional privacy is desired or necessary, district staff will provide direction to the designated locations for these activities.

* * * * *

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:

Cross Refs: AC, Prohibition Against Discrimination, Harassment and Retaliation
GDBB, Nonexempt Employee Supplementary Pay Plans
JECC, Assignment of Students to Grade Levels/Classes
KK, Visitors to District Property/Events

Legal Refs: § 191.918, RSMo.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
29 U.S.C. 207
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-1 - 2000e-17
Pregnancy Discrimination Act, 42 U.S.C. § 2000e-(k)

Webster Groves School District, St. Louis, Missouri

REFERENCE COPY

FILE: EF
Critical

EXPLANATION: FOOD SERVICE MANAGEMENT

Revised per attorney recommendations.

ATTORNEY COMMENTS:

In general the district's changes (2/9/15) to this policy are fine. However, I encourage the district to reconsider the additions to the section titled "Nondiscrimination Statement." Ironically, under the federal law the district is only required to prohibit discrimination in its food program on the bases listed in MSBA's policy (i.e., NOT religion, ancestry or genetic information). The district's additions go beyond what the federal law requires. That said, the district's additions are legal, as long as the district understands the reasons for the original language.

Minimally, the district should reconsider adding the term "genetic information" as the Genetic Information Non-Discrimination Act only protects employees, not students.

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	X	Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FOOD SERVICE MANAGEMENT

The food service program provided by the school district is designed to provide nutritious school meals, snacks and milk to district students in accordance with law. The food service program operates as an integral part of the total school program and contributes to the district's efforts to improve student achievement.

The superintendent, in cooperation with the food service director, is charged with implementing Board policy as it pertains to the school food service program and making recommendations to the Board about the program. Food service personnel in the schools will be directly responsible to the food service provider.

The school food service program will comply with all applicable laws, ordinances, rules and procedures pertaining to health, sanitation, storage and the service of foods. The district will meet all state and federal requirements necessary for participation in school meal programs. The principal of each school shall administer the food service program in his or her school. Each building principal is responsible for ensuring a safe dining environment and, where possible, coordinating the food service program with instructional activities and other school and district programs as appropriate.

The school food service program will comply with all rules and procedures pertaining to health, sanitation, internal accounting procedures and service of foods. The district will meet all state and federal requirements necessary for participation in state and federal meal programs. All school food service receipts must flow through the district chart of accounts and be used only to pay allowable food service costs, in accordance with law.

Any sale of food and beverages to students during school hours will be under the supervision of the school food service department. The revenue from such sales will be deposited and accrued to the food service revenue budget.

Meal Prices and Charges

Meal prices shall be established by the Board of Education in accordance with law.

Unless meals are provided at no charge, the district expects students and employees to pay for meals prior to or at the time of receipt. The ability to charge meals is a privilege, not a right, and is subject to the limitations established in administrative procedures.

Contracted Food Services

The district may contract with a third party to administer its meal services if the Board, after consultation with the superintendent, determines it is in the best interest of the district and its students to do so. Contracted food services will be bid in accordance with state and federal law and Board policy.

Nondiscrimination Statement

No person shall, on the basis of race, color, religion, sex, national origin, ancestry, disability, age; ~~genetic information~~ or any other characteristic protected by law, be excluded from participation in, be denied the benefits of or otherwise be subject to discrimination under a school nutrition program for which the district receives federal financial assistance from the USDA Food and Nutrition Service. School nutrition programs include the National School Lunch Program, the Special Milk Program, the School Breakfast Program and the Summer Food Service Program.

Community Use of Food Service Facilities

Outside organizations that use food service facilities may be charged a fee in accordance with Board policy. The food service director will ensure that supplies provided for the regular food service program, including USDA commodities, are not used by outside organizations.

* * * * *

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.

Reviewed: 11/12/2012

Adopted: 09/13/1993

Revised: 12/13/2004; 02/09/2015;

Cross Refs: ADF, District Wellness Program
DLB, Salary Deductions
JHCF, Student Allergy Prevention and Response
KG, Community Use of District Facilities

REFERENCE COPY

FILE: EF
Critical

Legal Refs: §§ 167.201, .211, RSMo.

Richard B. Russell National School Lunch Act, 42 U.S.C. §§ 1751 - 1760

Child Nutrition Act, 42 U.S.C. §§ 1777-1785

Webster Groves School District, St. Louis, Missouri

REFERENCE COPY

FILE: FEF
Critical

EXPLANATION: CONSTRUCTION CONTRACTS BIDDING AND AWARDS (Urban and Metropolitan Districts and Districts Located Totally or Partially within St. Louis County)

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.

FILE: FEF
Critical

REFERENCE COPY

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 as 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
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CONSTRUCTION CONTRACTS ~~AND~~ BIDDING AND AWARDS (Urban and Metropolitan Districts and Districts Located Totally or Partially within St. Louis County)

The Webster Groves School District seeks to provide and maintain safe facilities capable of supporting the education 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 Labor Agreement – An agreement contingent on labor union affiliation.

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.

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.

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Critical

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.

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 bidder is the lowest responsible bidder complying with the terms of the letting and direct the superintendent or designee to negotiate a satisfactory contract prior to final approval of the bid.

Contracting

Any contract the district enters into must include all legally required provisions. The letting of the contract must be approved by an affirmative vote of a majority of the whole Board or not less than two-thirds of the whole Board relative to the construction of new facilities 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.

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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 *(Insert language below)*

\$15,000
The Board will receive written notice for any change order in excess of \$5,000.00. The personal representative shall wait three business days after notifying the Board before signing the change order. Should a majority of the Board have concerns regarding the change order the personal representative shall not sign the change order and wait for further Board direction. 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 personal representative shall be documented and retained with other documents related to the construction project.

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

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FILE: FEF
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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.

* * * * *

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: 09/13/1993

Revised: 12/09/2002; 06/14/2004; 03/30/2009; 09/12/2011; 06/08/2013;

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, 177.073, .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

Webster Groves School District, St. Louis, Missouri

REFERENCE COPY

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.

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

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STAFF CONFLICT OF INTEREST

~~(Districts Including Any 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 district staff and may be disciplined or terminated for doing so.~~ All employees of the Webster Groves 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~~ 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.

→ Insert "Use of Confidential Information" section here from
Additional Prohibitions pages 5-6

The following activities are explicitly prohibited:

1. In accordance with law, employees or businesses with which they are associated are prohibited from selling or providing to the district personal property, including goods and supplies. 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 eEmployees 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

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FILE: GBCA
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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 the employee is 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 the employee 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 \$50100.
7. ~~Employees 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

Move to Prior to Add. Prohibs.

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 ~~or~~ 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 real estate to the district. Public notice of the transaction must be given prior to execution if the payment the employee receives exceeds \$500 per transaction or \$5,000 per year.~~
31. ~~Not r~~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.
42. ~~Not p~~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.

Adopted: 09/13/1993

Revised: 04/10/2000; 03/12/2007; 09/10/2012;

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FILE: GBCA
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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.

Webster Groves School District, St. Louis, 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.

<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		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

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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.

or Superintendent's designee,

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. *after 48 hours.*

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:

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)

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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)

Webster Groves School District, St. Louis, Missouri

REFERENCE COPY

FILE: GCBDA
Critical

EXPLANATION: PROFESSIONAL STAFF SHORT-TERM LEAVES

MSBA has changed “educational leave” to “education leave” and updated the legal references. (Hopefully, all leave is “educational.”) Removed reference to GCBDA-R, as the district no longer has this document.

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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FILE: GCBDA
Critical

PROFESSIONAL STAFF LEAVES ~~AND ABSENCES~~

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.

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

- I. **Employee Illness, Injury or Incapacity** – ^{For illness, injury or incapacity,} absence with full salary is permitted for all professional staff up to 180 calendar days.

Absences may be charged against illness or injury leave for illness, injury or incapacity of the employee. The district reserves the right to require a healthcare provider's certification or other documentation attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation if the absence is for more than three consecutive days. In prolonged absences, a statement from the healthcare provider must be submitted every 30 days indicating the current condition and confirming the current incapacity to perform duties. The district also reserves the right to obtain the medical opinion and certification of a second healthcare provider, chosen and paid for by the district, relative to the illness or incapacity of the employee, and the employee agrees to submit to examination by the district's healthcare provider as a condition for qualifying for illness or injury leave under this policy.

An employee may not use illness or injury leave during the period the employee receives Workers' Compensation for time lost due to work-related incidents or injuries.

If an employee has excessive short-term absences that are not documented by a healthcare provider or are indicative of a pattern, the employee can be subject to discipline, up to and including termination of employment. Prior to the implementation of any such discipline, the employee shall receive at least one specific written warning.

Any certificated employee who is a member of a retirement system shall remain a member during any period of leave under illness or injury leave provisions of the district or under Workers' Compensation. The employee shall also receive credible 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.

- II. **Family Illness, Injury or Incapacity** – For illness, injury or incapacity of a member of the immediate family, paid absences not exceeding five school days in each school year will be allowed if needed. These days shall not accumulate from year to year. The Board defines "immediate family" to include:

- ▶ The employee's spouse.
- ▶ The employee's domestic partner. "Domestic partners" is defined as two adults who have chosen to share their lives indefinitely in an exclusive and committed relationship to the same extent as married persons, reside together, and share a mutual obligation of support for the basic necessities of life. ~~(See GCBDA-R for additional information.)~~
- ▶ The following relatives of the employee or the employee's spouse or domestic partner: parents, children, grandparents, grandchildren, siblings and any other individual 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.

III. **Bereavement** – A paid absence of not more than five school days shall be allowed when a death occurs in the immediate family (defined in section II above). One day's paid absence shall be granted to attend the funeral of any other relative or member of the employee's immediate household. In unusual circumstances, the employee may apply to the superintendent or designee for extended paid absence upon the death of a member of the employee's immediate household or a relative not in the immediate family of the employee, to be determined on a case-by-case basis.

IV. **Personal Leave** – Under pre-approved arrangements, teachers may be allowed a paid absence for up to two school days in each school year for reasons other than those described in sections I or II above.

1. Except in an emergency or unforeseeable situation, the personnel office should receive requests at least two weeks prior to the contemplated absence. However, 30 days' notice is required by law if the leave qualifies for protection under the Family and Medical Leave Act (FMLA) (see Board policy GBBDA) and such notice is practical. The administrator will respond promptly to the employee's written request.
2. Tenured teachers may request the day before or after a school holiday or vacation period as a personal leave for graduations in the immediate family (defined in section II above). Approval of the building principal and/or superintendent or designee will be necessary in these circumstances.
3. Personal leave is not otherwise to extend a school holiday or vacation period. Special circumstances may be appealed to the superintendent or designee.

REFERENCE COPY

FILE: GCBDA
Critical

4. Two or more unused personal days during a school year result in one day of additional personal leave for the following school year with the maximum accumulation of five days.
 5. If a court subpoena is directly related to his or her school duties, the employee will be released for court appearance without loss of personal leave. Other court appearances will be deducted from personal leave unless applicable law or policy provides for paid leave.
 6. A district employee may not use personal leave days during the period the employee receives Workers' Compensation for time lost to work-related incidents.
- V. **Professional Leave** – A professional staff member may request paid leave to: attend classes or professional workshops, conventions, conferences and institutes; meet with mentors; or participate in other approved professional growth activities. The Instructional Leave Form is to be submitted to the principal a minimum of two weeks in advance.
- VI. **Association Leave** – Employees who are officers or representatives designated by MSTA/NEA/ACT may be granted leave with pay to attend the associations' conventions. The association leave must be pre-approved by the superintendent, and the total days used by all three associations will not exceed nine days.
- VII. **Religious Observance Leave** – Under pre-approved arrangements, a professional staff employee may be allowed a paid absence for up to two school days for a bona fide religious observance obligation that cannot be fulfilled before or after the school day schedule or on a Saturday or Sunday.
- VIII. **Adoption Leave** – Under pre-approved arrangements, a professional staff employee may be allowed a paid absence for up to five school days for matters pertaining to the adoption of a child by the employee or the spouse of the employee. Requests for adoption leave shall be submitted at least two weeks in advance if reasonably possible.
- IX. **Unpaid Absences** – Full-time professional staff employees may apply for unpaid absences of limited duration in the event they have exhausted the amount of time prescribed above for paid absences. Furthermore, employees may qualify for additional unpaid FMLA leave pursuant to the following Section XV.
- X. **Jury Duty** – Employees will receive 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.

- XI. **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.
- XII. **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 of employment, or loss of wages or salary.
- XIII. **Firefighter Leave** – Employees will be allowed to use personal 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-I 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.
- XIV. **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 be granted paid 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, and shall not be required to use personal leave for such purpose.

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Critical

XV. Educational Leave

Professional staff with five years of full-time employment with the district are encouraged to apply in writing prior to March 1 in the year the leave is to commence for an educational leave not exceeding one school year. The purpose of the leave is to secure additional college credit, to teach or travel abroad, or for other mutually acceptable reasons. If granted, the leave (except as specified for sabbatical leaves) shall be without compensation.

Persons granted an educational leave shall notify their intention to return to the district no later than March 1 of the year of return. Failure to give such notification or failure to return shall be deemed to be the submission of a resignation. It is the intention of the Board of Education to limit the length of an educational leave to two successive years.

Professional staff granted leaves under this section receive benefits in base improvements to the salary schedule, but receive no additional increment for the time served elsewhere, except as follows. The increment may be granted if the leave is for advanced study that clearly relates to the specific needs of the district, or if the leave is for the purpose of participating in a recognized governmental teacher exchange program or if the leave is for less than one-half of the school year. A decision regarding the increment shall be made at the time leave is granted and shall be a matter of record.

Leave approved under this provision will not impair the tenure of a permanent teacher.

XVI. Sabbatical Leave

Professional staff having seven years of full-time experience in the district may be granted sabbatical leave to improve or broaden their professional knowledge and skill through travel or study. Staff members must submit their written requests by February 1 of the year in which the sabbatical is to begin.

The purposes for which sabbaticals are granted are to be consistent with goals sought by the district or with personal needs of the district. In cases where the goal sought may reflect the desires of the individual only, the leave may be granted, but without compensation.

Compensation for approved sabbatical leave will be one-half of regular pay for one full year. A sabbatical leave cannot extend beyond one year.

It shall be a condition of the sabbatical leave agreement that the employee shall return to district employment for three years immediately following the leave. Movement on the salary schedule will be made for the sabbatical leave as though the member were on active duty. Failure to return from leave will mean refunding to the district the pay received from

the district while on sabbatical leave plus Board-paid benefits as defined in policy GCBC for that period.

- XVII. **Military Service** – Persons who are inducted through Selective Service are to be considered on leave of absence from the district when called or inducted into service. 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.

These employees will be re-employed in accordance with law.

- XVIII. **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.

- XIV. **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

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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: 09/13/1993

Revised: 12/08/2003; 06/27/2005; 01/23/2006; 04/27/2009; 02/14/2011; 05/09/2011;
06/08/2013; 12/09/2013;

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.

Fair Labor Standards Act, 29 U.S.C. §§ 201 - 2198(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. Gaseonade County R-1 Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App. 1976)~~

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Webster Groves School District, St. Louis County, Missouri

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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.

Keep long for fall usage

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

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FILE: GCPB
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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.

X	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

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,~~ 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: 09/13/1993

Revised: 12/08/2003; 09/10/2012;

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Critical

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

Webster Groves School District, St. Louis, 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

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

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If the district receives information that an employee has allegedly been involved in sexual misconduct (as defined in policy GBLB) with a student or any other child, the district may ~~suspend~~ replace 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: 09/13/1993

Revised: 08/23/1999; 06/27/2005; 09/12/2011; 06/11/2012

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
GBLB, References
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 - .12633, RSMo.

Webster Groves School District, St. Louis, 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.

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	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

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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 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.
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.
- 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

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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.

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.

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FILE: GCPE
Critical

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.

FILE: GCPE
Critical

REFERENCE COPY

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: 06/27/2005

Revised: 06/27/2011; 09/10/2012;

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

Webster Groves School District, St. Louis, 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.

<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

REFERENCE COPY

FILE: GCPF
Critical

~~NONRENEWAL~~ OF PROFESSIONAL STAFF MEMBERS

The Webster Groves 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 (Professional Teacher)

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 (Initial Teacher)

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: 06/27/2005

Revised: 09/10/2012

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

Webster Groves School District, St. Louis, Missouri

REFERENCE COPY

FILE: GDBDA
Critical

EXPLANATION: SUPPORT STAFF LEAVES

MSBA updated the legal references and added that the policy does not apply to temporary or substitute employees unless otherwise noted. Removed reference to GDBDA-R, as the district no longer has this document.

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

SUPPORT STAFF LEAVES AND ABSENCES

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.

The following leaves with pay will be provided to regular support staff employees. This policy does not apply to temporary or substitute staff members unless otherwise noted.

1. **Sick Leave** – Any support staff employee whose assignment calls for full-time employment (as hereafter defined) will receive up to ten days of sick leave during the first year of employment. After the first year of employment, such employee will receive up to 180 calendar days of sick leave. An absence of over one through four hours shall be counted as a half-day of sick leave.

Support staff employed on a regular part-time basis will receive a maximum of 15 days of sick leave annually with pay after the first year of employment, which shall not be cumulative from year to year. Any absence due to illness for any portion of a work period during a single day shall be counted as one day of sick leave.

Absences may be charged against sick leave for illness, injury or incapacity of the employee. The district reserves the right to require a healthcare provider's certification or other documentation attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation if the absence is for more than three consecutive days. In prolonged absences, a statement from the healthcare provider must be submitted each 30 days indicating the current condition and confirming the current incapacity to perform duties. The district also reserves the right to obtain the medical opinion and certification of a second healthcare provider, chosen and paid for by the district, relative to the illness or incapacity of the employee, and the employee agrees to submit to examination by the district's healthcare provider as a condition for qualifying for sick leave under this policy.

An employee shall not be entitled to use sick days during the period the employee receives Workers' Compensation for time lost due to work-related incidents or injuries.

If an employee has excessive short-term absences that are not documented by a healthcare provider or are indicative of a pattern, the employee can be subject to discipline, up to and including termination of employment. Prior to the implementation of any such discipline, the employee shall receive at least one specific written warning.

Full-time support staff may use sick leave for illness, injury or incapacity of a member of the employee's immediate family not to exceed five workdays per fiscal year. The Board defines "immediate family" to include:

- ▶ The employee's spouse.
- ▶ The employee's domestic partner. "Domestic partners" is defined as two adults who have chosen to share their lives indefinitely in an exclusive and committed relationship to the same extent as married persons, reside together, and share mutual obligation of support for the basic necessities of life. ~~(See GDBDA-R for additional information.)~~
- ▶ The following relatives of the employee or the employee's spouse or domestic partner: parents, children, grandparents, grandchildren, siblings and any other individual 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.)

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.

2. **Personal Leave** – A maximum of two days of personal leave will be available per school year. Unused personal leave days do not accumulate.

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

- a. Tax investigation.
- b. Court appearances, unless applicable law or policy provides for paid leave. If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave.
- c. Wedding or graduation for a member of the employee's immediate family (defined in section 1 above).

REFERENCE COPY

FILE: GDBDA
Critical

- d. Conducting personal business of such a nature that it cannot be performed on Saturday, Sunday or before or after school hours, including parent-teacher conferences.
- e. Absences under leaves authorized by law, policy or the Board that would otherwise be unpaid including, but not limited to, leave under the FMLA.

Leave will not be granted for an employee due to adverse weather conditions.

Whenever possible, it is expected that requests for leave will be made in writing to the designated administrator at least 48 hours in advance of the time leave is requested. The administrator will respond promptly to the employee's written request.

- 3. **Bereavement** – A paid absence of not more than five school days shall be allowed when a death occurs in the immediate family (defined in section 1 above). One day's paid absence shall be granted to attend the funeral of any other relative or member of the employee's immediate household. In unusual circumstances, the employee may apply to the superintendent or the superintendent's designee for extended paid absence upon the death of a relative not in the immediate family of the employee, to be determined on a case-by-case basis.
- 4. **Professional Leave** – Employees may be granted professional leave with pay to attend classes or conferences, meet with mentors or participate in other approved professional growth activities related to their jobs. Professional leave must be approved by the immediate supervisor, arranged well in advance and is not considered personal leave.
- 5. **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.
- 6. **Jury Duty** – Full-time employees shall receive regular pay for time absent due to jury duty. 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. However, that time shall not be considered time worked for computing overtime pay. In addition, upon receiving payment from the court system, the employee will reimburse the school district for the court-paid per diem excluding any payment from the court for travel or meal expenses.

7. **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.
8. **Religious Observance Leave** – Under pre-approved arrangements, a support staff employee may be allowed a paid absence for up to two school days for a bona fide religious observance obligation that cannot be fulfilled before or after the school day schedule or on a weekend or holiday. Requests for religious observance leave shall be submitted at least two weeks in advance.
9. **Adoption Leave** – Under pre-approved arrangements, a support staff employee may be allowed a paid absence for up to three school days for matters pertaining to the adoption of a child by the employee or the spouse of the employee. Requests for adoption leave shall be submitted at least two weeks in advance if reasonably possible.
10. **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.
11. **Firefighter Leave** – Employees will be allowed to use personal 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-I 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 building 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.

REFERENCE COPY

FILE: GDBDA
Critical

12. **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 be granted paid 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, and shall not be required to use personal leave for such purpose.
13. **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.
14. **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.

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.

The district may require an employee to provide the district a doctor's note or other verification of illness 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.

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: 04/08/1996

Revised: 06/10/2002; 12/08/2003; 01/23/2006; 04/27/2009; 02/14/2011; 06/08/2013;
12/09/2013;

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.
Fair Labor Standards Act, 29 U.S.C. §§ 201 - 2198(c)
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619

REFERENCE COPY

FILE: GDBDA
Critical

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. Gaseonade County R-1 Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App. 1976)~~

Webster Groves School District, St. Louis, 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

REFERENCE COPY

FILE: GDPD
Critical

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 on the appeal, or 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 may 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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FILE: GDPD
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.

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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: 09/13/1993

Revised: 06/12/1995; 01/11/2010; 09/12/2011; 09/10/2012;

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
Critical

REFERENCE COPY

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

Webster Groves School District, St. Louis, Missouri

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.

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

REFERENCE COPY

FILE: IGBCB
Critical

PROGRAMS FOR MIGRANT STUDENTS

will
The Board of Education of the Webster Groves School District directs the administration to screen students, as required by law, 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.~~

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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: 12/09/2002

Revised: 12/08/2003; 11/11/2013

FILE: IGBCB. **REFERENCE COPY**
Critical

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
34 C.F.R. §§ 200.40 - .45

Webster Groves School District, St. Louis, 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	Bible clubs
Christian fellowship clubs	Cheerleading
Drama club	Future Health Services Club
Red Cross club	Scuba diving club
Young Democrats	Students Against Destructive Decisions (SADD)

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.

<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	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, partisan or political 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.

FILE: IGDA
Critical

REFERENCE COPY

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.

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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.

Reviewed: 03/14/2011

Adopted: 09/13/1993

Revised: 12/09/2002; 09/10/2012; 06/08/2013; 12/09/2013;

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
4701 - 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)

Webster Groves School District, St. Louis, 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.

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

REFERENCE COPY

FILE: IKFB
Critical

GRADUATION EXERCISES

When a student completes all graduation requirements, the district will hold a public ceremony or recognition celebration that has as its purpose honoring and celebrating the graduates.

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.

OR 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: 09/13/1993

Revised: 11/10/2008; 11/09/2010; 02/10/2014;

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

Legal Refs: §§ 160.2500, 162.4380~~1125~~, RSMo.

Webster Groves School District, St. Louis, Missouri

REFERENCE COPY

FILE: JHCD
Basic

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."

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

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 Webster Groves 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 Board directs the superintendent or designee to maintain procedures for storing and administering medication for any student 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.

For all medications administered, the school nurse or designee must maintain a thorough record documenting the student's name, date, time, name of medication, reason for administration, dosage administered, any adverse effect of medication and signature of the individual who administered the medication.

School nurses must use reasonable and prudent judgment in administering medications to students while also working in collaboration with parents/guardians and the school administration.

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 emergency use of a prefilled epinephrine auto-syringe or asthma-related rescue medication medications that are only used in an emergency situation, 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

Written permission must be obtained from the parent/guardian to administer over-the-counter medications. This permission must be renewed at least annually. Administration of over-the-counter drugs does not require a prescription as long as one administers the over-the-counter drugs according to the specific directions outlined on the manufacturer's label. 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. Students may not self-administer or possess over-the-counter medications except in accordance with this policy.

Prescription Medications

Unless otherwise authorized in this policy, The district will administer prescription drugs upon the written request of the parent/guardian, provided the medication is brought to school in a prescription bottle that contains the student's name, name of the drug, dosage, frequency of administration, how the medication is to be given and the doctor's name. The prescription label will be considered an equivalent of the physician's order for short-term medication. Students may not self-administer or possess prescription medications except in accordance with this policy.

REFERENCE COPY

FILE: JHCD
Basic

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. 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 and asthma-related rescue medications. The school nurse or another employee trained and supervised by the school nurse may administer these medications when they believe, based on training, that a student is having a life-threatening anaphylactic reaction or life-threatening asthma episode. A prescription or written permission from a parent/guardian is not necessary to administer this medication in an emergency situation.

Epinephrine and asthma-related rescue medications 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 and asthma-related rescue medications based on the recommendation of the school nurse, who will be responsible for maintaining adequate supplies and replacing expired syringes and medications.

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

* * * * *

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: 09/13/1993

REFERENCE COPY

FILE: JHCD
Basic

Revised: 08/23/1999; 09/13/2004; 11/27/2006; 01/18/2008; 06/27/2011; 06/08/2013;
06/14/2014; 04/13/2015;

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)

Webster Groves School District, St. Louis, Missouri