

FULTON SCHOOL DISTRICT 58
Regular Meeting of the Board of Education
Fulton High School Commons
September 9, 2020
7:00 p.m.

MISSION AND VISION STATEMENT

- The mission of the Fulton Public School District is to engage all students to function as successful, responsible, and productive citizens.
- The vision of the Fulton Public School District is to be a model educational leader that is recognized for ensuring academic achievement; demonstrating excellence in programs, staff and facilities; engaging all students as lifelong learners; and is supported by positive family and community involvement.

BOARD OF EDUCATION NORMS

We will:

- advocate as a school board
- base our decisions on what is best for students
- establish and follow a comprehensive communication plan
- use humor as appropriate to work effectively
- model the expectations we have for others
- not involve ourselves in situations that may come to the board in the form of an appeal
- focus on developing positive relationships with fellow board members, the superintendent, and stakeholders of the District
- keep board business to: board policies, the governance (strategic) plan, legal requirements and the evaluation of the superintendent
- presume positive intentions
- be prepared and present for meetings
- respect confidential information as confidential
- focus on developing positive relationships

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1. Opening of the meeting by the President of the Board of Education
 - 1.1 Call to Order
 - 1.2 Welcome to Visitors
 2. Recommendation **Action**
 - 2.1 Approval of Agenda
 3. Consent Agenda **Action**
 - A. Approval of the Minutes
 1. Regular Meeting of August 12, 2020 (Reference pages 1-8)
 - B. Approval of Bills for the month of September 2020
 1. Payroll Warrant #4 and Accounts Payable Warrant #3 (Reference page 9)
 - C. Treasurer's Report (Reference pages 10-14)
 - D. General Administrative Policy
 1. Local Compliance Plan (**Action**) (Reference pages 15-18)
 4. Public Agenda Items - None
 5. Public Comments
 6. Reports from the District
 - 6.1 Superintendent Report (Dr. Crain)
 - 6.2 Facilities Update (Reference page 19)
 7. Unfinished Business - None
 8. New Business
 - 8.1 Program Update: Food Service (Rhonda Fletcher) (Reference pages 20-25)
 - 8.2 Construction Manager at Risk Update (Facilities Committee) (Reference page 26)
 - 8.3 MSBA 2020A Policy Updates & ACA (Dr. Crain) (**Action**) (Reference pages 27-119)
 - 8.4 Curriculum Update (Dr. Hubbuch) (Reference page 120)
 - 8.5 FY 21 Budget Amendment (Dr. Crain) (**Action**) (Reference pages 121-123)
 - 8.6 Board of Education Committees (Andy Bonderer) (Reference page 124)
 9. Board Meetings
 - 9.1 Those Board Members who have attended meetings and/or conferences may wish to comment on them and share information.

10. Information Item

10.1 The next regular meeting of the Board of Education will be October 14, 2020 at 7:00 p.m. in the Fulton High School Commons.

11. Adjournment

FULTON SCHOOL DISTRICT 58
 Regular Meeting Minutes of the Board of Education
 Fulton High School Commons
 7:00 p.m.
 August 12, 2020

The Regular Meeting of the Fulton School District 58 Board of Education was held on August 12, 2020, in the Fulton High School Commons. President Andy Bonderer called the meeting to order at 7:00 p.m. by reading the Mission and Vision statements.

Board Members Present

Andy L. Bonderer, President
 Emily Omohundro, Vice President
 Jackie Pritchett, Secretary
 Verdis O. Lee, Sr.

Leah Baker
 Connie Epperson
 Joe Davis

Board Members Absent

None

Administrators Present

Dr. Ty Crain, Superintendent	Dr. Chris Hubbuch, Assistant Superintendent
Karrie Millard, Director of Special Services	Karen Snethen, PD & School/Community Programs
Rhonda Fletcher, Director of Food Service	Debbie Harris, Student Services Coordinator
Josh Pierce, FHS Assistant Principal	Beth Houf, FMS Principal
Erica Hogan, FMS Assistant Principal	Jen Meyerhoff, Director of FECC
Amy Crane, McIntire Principal	Dr. Holly Broadway, Bush Principal
Tyler Davison, Bush Assistant Principal	T.J. Quick, Bartley Principal
Jackie Hudson, Treasurer	

1.2 Welcome to Visitors:

Mr. Bonderer welcomed all visitors to the meeting.

2.1 Approval of Agenda:

- Motion by Emily Omohundro and seconded by Connie Epperson to approve the Agenda as presented. The vote was 7 For, 0 Against. Motion carried.

3. Consent Agenda:

- Motion by Verdis O. Lee, Sr. and seconded by Joe Davis to approve the Consent Agenda. The consent agenda consisted of the following items:
 - A. Approval of the Minutes
 - 1. Regular Meeting of July 8, 2020
 - 2. Special Meeting of July 23, 2020

B. Approval of Bills for the month of August 2020

1. Payroll Warrant #2 in the amount of \$272,558.71 and Accounts Payable Warrant #1 in the amount of \$551,907.91.

C. Treasurer's Report

July 2020 and 2019 comparative information follows this summary.

Callaway Bank Safekeeping

- Cash in The Callaway Bank totals \$2,431,022 backed by \$2,315,000 in safekeeping securities, \$2,500,000 in letters of credit issued by the Federal Home Loan Bank of Des Moines, and \$250,000 in FDIC insurance. Total securities, LOC's, and insurance backing FPS funds is \$5,065,000.

Operating Funds Comparison

	Last Year (FY 19)	Current Year (FY 20)
Revenue	\$ 961,414	\$ 747,424
Expense	\$ 587,925	\$ 566,510
YTD Net Operations	\$ 373,489	\$ 180,914

Cash Comparison

Account	Last Year (FY 19)	Current Year (FY 20)
Callaway Bank – all accounts	\$ 1,410,015	\$ 2,431,022
Bank of KC Financial	\$ 596,608	\$ 395,900
MOSIP General	\$ 9,083,131	\$20,793,138
Total Cash	\$11,089,754	\$23,620,060

Cash Position All Institutions

	Last Year (FY 19)	Current Year (FY 20)
General	\$ 9,696,950	\$10,847,715
Restricted	\$ 1,392,804	\$12,772,344
Total Cash	\$11,089,754	\$23,620,060

D. General Administrative Policy

1. Approve extending the Prime Vendor Agreement with Kohl Wholesale for the 2020-2021 school year.
2. Approve the purchase of a Traulsen cooler from Central Restaurant Products at \$3,759.92 and a Vulcan oven and Metro warmer from Ford Hotel Supply, including optional deliver/set in place, at \$4,899.35 for a total of \$8,659.27.

The vote was 7 For, 0 Against. Motion carried.

4. Public Agenda Items

None

5. Public Comments:

None

6. Reports from the District:

1. **Superintendent Report** – Dr. Crain provided comments on the following areas:
 - Thermal cameras
 - Fall sports and activities
 - Virtual open houses
 - Drive-thru for kindergarteners to meet teachers
 - Virtual enrollment
 - Permanent substitute teachers
2. **Facilities Update** – Andy Bonderer provided a facilities update related to the 2020 bond issue including parking lots at McIntire Elementary, the gym at Fulton High School, and the request for qualifications and proposals for a Construction Manager at Risk.

7. Unfinished Business:

None

8. New Business:

2. **Program Update: Professional Development and Professional Development Program Plan** - Karen Snethen provided an update on the district's professional development program.
 - Motion by Emily Omohundro and seconded by Jackie Pritchett to approve the 2020-2021 Professional Development Program Plan. The vote was 7 For, 0 Against. Motion carried.
1. **Tax Levy Hearing - Time Certain 7:15 p.m.** - Dr. Crain reviewed the tax levy information.
 - Motion by Jackie Pritchett and seconded by Emily Omohundro to establish the Operating Tax Levy at \$3.9471 per \$100 assessed valuation and the Debt Service Levy at \$0.7612 per \$100 assessed valuation for a total Ad Valorem levy of \$4.7083 per \$100 assessed valuation. The vote was 7 For, 0 Against. Motion carried.
3. **Program Update: Summer School** - Dr. Hubbuch reported on the 2020 Virtual Summer School Program.
4. **Program Update: Curriculum and Instruction** - Dr. Hubbuch reviewed the annual Curriculum and Instruction report.
5. **District Assessment Plan** - Dr. Hubbuch reviewed the annual District Assessment Plan.
 - Motion by Connie Epperson and seconded by Verdis O. Lee, Sr. to approve the 2020-2021 District Assessment Plan. The vote was 7 For, 0 Against. Motion carried.
6. **Curriculum Update** - Dr. Hubbuch and members of the instructional task force committee discussed their work to develop a comprehensive instructional plan for distance learning.

7. **Return to Learn Plan** - Dr. Crain reviewed information on the Return to Learn Plan. A discussion was held on updating the mask expectations. Mask or face coverings will be required when social distancing cannot be maintained for all staff and students in grades 3-12 and strongly encouraged for students in grades PreK-2.
8. **FY 21 Budget Update** - Dr. Crain provided an update on the FY 21 budget.
9. **Board Norms** – Andy Bonderer provided comments on the Board retreat held on July 23 where the norms were developed.
 - Motion by Verdis O. Lee, Sr. and seconded by Jackie Pritchett to approve the norms as presented. The vote was 7 For, 0 Against. Motion carried.

9. Personnel:

1. Resignations of Non-Certified Staff 2020-2021

- Motion by Emily Omohundro and seconded by Leah Baker to approve the resignations of the non-certified staff as listed.

Name	Position	Effective Date
Nicole Becker	Paraprofessional	07/30/2020
Douglas Hutcherson	Paraprofessional	07/28/2020
Shirley Shackelford	Food Service	07/27/2020
Cinda Freeman	Library Clerk	07/24/2020
Cherri Sorell	Paraprofessional	08/01/2020

The vote was 7 For, 0 Against. Motion carried.

2. Resignations of Certified Staff 2020-2021 - Policy GCPB

- Motion by Jackie Pritchett and seconded by Emily Omohundro to accept the resignations of the certified staff as listed.

Name	Position	Effective Date
Kea Carrow	Bush 5th Grade	Immediately

The vote was 7 For, 0 Against. Motion carried.

3. Rescindment of Extra Duty Contracts/Volunteer Services Agreements

- Motion by Joe Davis and seconded by Verdis O. Lee, Sr. to rescind the extra duty/volunteer services agreements as listed.

Name	Position	Salary Schedule	Stipend
Chelmer (Trey) Barrow	Coach - Baseball 9th	Extra-Duty	6%
Hannah Oestreich	Coach - Volleyball 9th	Extra-Duty	6%
Jenna Brown	Coach - Wrestling Asst FHS	Extra-Duty	6%
Clifton Cooper	Coach - Track Asst FHS	Extra-Duty	6%
Douglas Hutcherson	Coach - Cross Country FHS Asst	Extra-Duty	5%
Douglas Hutcherson	Coach - Track Asst FHS	Extra-Duty	6%

The vote was 7 For, 0 Against. Motion carried.

4. Extra Duty Contracts/Volunteer Services Agreements

- Motion by Emily Omohundro and seconded by Connie Epperson to approve the extra duty/volunteer services as listed.

NAME	JOB DUTIES	SALARY SCHEDULE	STIPEND
LESLEY ARNOLD	PLC Team Member	Extra-Duty	500.00
LESLEY ARNOLD	Mentor Second year (Grace Yun)	Extra-Duty	500.00
LESLEY ARNOLD	Buddy (Dustin Jeffries)	Extra-Duty	100.00
CARISSA ASH	Mentor First Year (Jared Ravotti)	Extra-Duty	750.00
JAN BAILEY	PDC 2nd yr. Teacher's Training Facilitator	Extra-Duty	500.00
JAN BAILEY	PDC Beg. Teacher Assistance Program Facilitator	Extra-Duty	1,000.00
JAN BAILEY	MPER Mentor - First Year (Kimberly Evangelista)	Extra-Duty	750.00
JAN BAILEY	Mentor First Year (Desney Dollens)	Extra-Duty	750.00
JAN BAILEY	Mentor First Year (Abigail Ordway)	Extra-Duty	750.00
JAN BAILEY	Mentor First Year (Amy Simonin)	Extra-Duty	750.00
JAN BAILEY	Mentor First Year (Jacob Hiley)	Extra-Duty	750.00
JAN BAILEY	Mentor Second year (Tessa Schwartzkopf)	Extra-Duty	500.00
JAN BAILEY	Mentor Second year (Jennifer Rhoades)	Extra-Duty	500.00
JAN BAILEY	Mentor Second year (Kimberly Evangelista)	Extra-Duty	500.00
JAN BAILEY	Mentor Second year (Allison Hervey)	Extra-Duty	500.00
JAN BAILEY	Mentor Second year (Grace Lechiara)	Extra-Duty	500.00
JAN BAILEY	Mentor Second year (Cassidy Grant)	Extra-Duty	500.00
JAN BAILEY	Mentor Second year (Bridger Pretz)	Extra-Duty	500.00
BARBARA BARKHO	PLC Team Member	Extra-Duty	500.00
BARBARA BARKHO	Sponsor - Student Council	Extra-Duty	2.50%
BARBARA BARKHO	Buddy (Matthew Wilbers)	Extra-Duty	100.00
LANCE BETHELL	Morning Supervision	Extra-Duty	4.90%
ROSEMARY BETHELL	PLC Team Member	Extra-Duty	500.00
ROSEMARY BETHELL	Sponsor - NHS	Extra-Duty	350.00
STACEY BONDERER	PLC Team Chair	Extra-Duty	900.00
STACEY BONDERER	PLC Team Member	Extra-Duty	500.00
STACEY BONDERER	Sponsor - NHS	Extra-Duty	350.00
STACEY BONDERER	Buddy (Kristina Racinowski)	Extra-Duty	100.00
KATELYN BROWN	PLC Team Member	Extra-Duty	500.00
KATELYN BROWN	Mentor Second year (Luke Boyster)	Extra-Duty	500.00
CHELSEA BURFIELD	Guidance	Extra-Duty	1,800.00
CHELSEA BURFIELD	PBIS District Team	Extra-Duty	750.00
KATHRYN CANOTE	Mentor Second year (Lauren Norfleet)	Extra-Duty	500.00
EMILY CATHEY	Publications - Middle School	Extra-Duty	2.00%
KATHERINE CAUWENBERGH	PBIS District Team	Extra-Duty	750.00
KATHERINE CAUWENBERGH	PDC 2nd yr. Teacher's Training Facilitator	Extra-Duty	500.00
KATHERINECAUWENBERGH	PDC Beg. Teacher Assistance Program Facilitator	Extra-Duty	1,000.00
KATHERINE CAUWENBERGH	School Patrol	Extra-Duty	2.50%
KRISTIN CLARK	PDC Representative	Extra-Duty	750.00
LISA CLINES	PLC Team Member	Extra-Duty	500.00

CASEY CRAGHEAD	PLC Team Member	Extra-Duty	500.00
MARENA CRAWFORD	Guidance	Extra-Duty	1,800.00
MARENA CRAWFORD	PBIS District Team	Extra-Duty	750.00
MEGAN DAVIS	Sponsor Prom Coordinator	Extra-Duty	0.75%
JOHN DEFILY	Morning Supervision	Extra-Duty	4.90%
RACHEL DIEMLER	Director - Fall Musical Production	Extra-Duty	12.50%
RACHEL DIEMLER	Director - Spring Production	Extra-Duty	9.00%
LORI DOERHOFF	Sponsor - FCCLA	Extra-Duty	450.00
LAURA DOOLEY-WILDER	PBIS District Team	Extra-Duty	750.00
LAURA DOOLEY-WILDER	PLC Team Member	Extra-Duty	500.00
TIA DRAFFEN	Publications	Extra-Duty	6.00%
TIA DRAFFEN	Mentor First Year (Beau Thompson)	Extra-Duty	750.00
HEIDI EBERSOLE	PDC Representative	Extra-Duty	750.00
TIMOTHY ECHELMEIER	Coach - Wrestling Asst FHS	Extra-Duty	Prorated
SHANNON FORBIS	PLC Team Member	Extra-Duty	500.00
ROBYN FRAME	Mentor First Year (Regan Wilde)	Extra-Duty	750.00
ROBYN FRAME	Mentor First Year (Brandon Beeler)	Extra-Duty	750.00
ROBYN FRAME	Mentor First Year (Shelby Presson)	Extra-Duty	750.00
ROBYN FRAME	Mentor First Year (Travis Reger)	Extra-Duty	750.00
ROBYN FRAME	Mentor First Year (Jordyn Simmons)	Extra-Duty	750.00
ROBYN FRAME	Mentor Second year (Caitlin Blackburn)	Extra-Duty	500.00
ROBYN FRAME	Mentor Second year (Jessica Yeager)	Extra-Duty	500.00
KAYLA GARWOOD	PDC Representative	Extra-Duty	750.00
KAYLA GARWOOD	Buddy (Johnna Spence)	Extra-Duty	100.00
ASHLEY GRAVEMANN	School Patrol	Extra-Duty	2.50%
AMANDA GRETHEN	Guidance	Extra-Duty	1,800.00
AMANDA GRETHEN	PBIS District Team	Extra-Duty	750.00
TRACY GUSE	PLC District Team	Extra-Duty	750.00
TRACY GUSE	PLC Team Member	Extra-Duty	500.00
TRACY GUSE	Sponsor - Student Council	Extra-Duty	1.50%
JESSICA HAGER	Coach - Volleyball 9th	Extra-Duty	6.00%
JAMES HALL	Fab Lab Advisor	Extra-Duty	3,000.00
AMY HARE	PLC Team Member	Extra-Duty	500.00
AMY HARE	Mentor Math	Extra-Duty	750.00
BRANDI HASSIEN	PLC Team Member	Extra-Duty	500.00
AMANDA HEFLIN	Guidance	Extra-Duty	1,800.00
EMILY HOGAN	Sponsor - Student Council	Extra-Duty	4.00%
STEPHANIE HORSTMEIER	Guidance	Extra-Duty	1,800.00
STEPHANIE HORSTMEIER	PLC Team Member	Extra-Duty	500.00
JEREMIAH HOSKINS	PLC Team Member	Extra-Duty	500.00
ELIZABETH HRABOVSKY	PLC District Team	Extra-Duty	750.00
ELIZABETH HRABOVSKY	PLC Team Member	Extra-Duty	500.00
CARSON HUMPHREYS	Sponsor - FFA	Extra-Duty	900.00
ANNE LANGENDOERFER	Guidance	Extra-Duty	1,800.00
ANNE LANGENDOERFER	PLC Team Member	Extra-Duty	500.00
KRISTI LANGENDOERFER	Mentor First Year (Elizabeth Harris)	Extra-Duty	750.00

AMY LEE	Sponsor - FCCLA	Extra-Duty	450.00
LAUREY LEHMAN	Play Musical Director	Extra-Duty	3.00%
NIKKI LONG	Sponsor - Student Council	Extra-Duty	1.50%
LISA MCDANIEL	PLC Team Member	Extra-Duty	500.00
LISA MCDANIEL	Buddy (Jenny Oschner)	Extra-Duty	100.00
KELLY NEUDECKER	Pit Band	Extra-Duty	2.50%
TAYLOR OESTREICH	PLC Team Member	Extra-Duty	500.00
HANNAH OESTREICH	Coach - Volleyball Head FHS	Extra-Duty	12.00%
WHITLEY OTTO	Guidance	Extra-Duty	1,800.00
WHITLEY OTTO	Mentor First Year (Amanda Grethen)	Extra-Duty	750.00
CHELSEA PIETER	Mentor Second year (Jenna Vogt)	Extra-Duty	500.00
DIANE POPE	PDC 2nd yr. Teacher's Training Facilitator	Extra-Duty	500.00
DIANE POPE	PDC Beg. Teacher Assistance Program Facilitator	Extra-Duty	1,000.00
DIANE POPE	PLC Team Member	Extra-Duty	500.00
DIANE POPE	Buddy (Genna Galluzzo)	Extra-Duty	100.00
SANDRA POSS	Mentor Second year (Danielle Love)	Extra-Duty	500.00
ABBY QUICK	PBIS District Team	Extra-Duty	750.00
ABBY QUICK	PLC Team Member	Extra-Duty	500.00
ABBY QUICK	Buddy (Marita Thomas)	Extra-Duty	100.00
ANGELA RAEBEL	PLC Team Member	Extra-Duty	500.00
ANGELA RAEBEL	Buddy (Dixie Trester-Berry)	Extra-Duty	100.00
ADAM RAINES	Play Assistant Fall	Extra-Duty	2.50%
ADAM RAINES	Play Assistant Spring	Extra-Duty	2.50%
BEVERLY ROGERS	Buddy (Jessica Hager)	Extra-Duty	100.00
DAPHNE SAYLER	Play Accompanist	Extra-Duty	2.00%
ELIZABETH SCHWAB	Sponsor Prom Coordinator	Extra-Duty	0.75%
GEORGE SHARP	PLC Team Member	Extra-Duty	500.00
LUCINDA SHROUT	Fab Lab Advisor	Extra-Duty	1,000.00
CHELSEA SIMON	PLC Team Member	Extra-Duty	500.00
OLIVIA SMITH	Guidance	Extra-Duty	1,800.00
MARY ROSE SMITH	Teacher McIntire Opera	Extra-Duty	500.00
MELISSA SPEER	PDC Representative	Extra-Duty	750.00
BEAU THOMPSON	Sponsor - FBLA	Extra-Duty	900.00
JANET TROWBRIDGE	Sponsor - Student Council	Extra-Duty	4.00%
JENNA VOGT	Coach - Volunteer Boys Soccer	Extra-Duty	N/A
LACY WATERS	Mentor Second year (Grace Beerly)	Extra-Duty	500.00
LACY WATERS	Mentor Second year (Madison Murphy)	Extra-Duty	500.00
SHARON WHITE	PDC Representative	Extra-Duty	750.00
KARA WILKERSON	PLC District Team	Extra-Duty	750.00
KARA WILKERSON	PLC Team Member	Extra-Duty	500.00
KARA WILKERSON	Mentor First Year (Danielle Nardi)	Extra-Duty	750.00
ELIZABETH WINDMANN	Sponsor - Student Council	Extra-Duty	2.50%
ASHLEY WINDMILLER	PLC District Team	Extra-Duty	750.00
ASHLEY WINDMILLER	PLC Team Member	Extra-Duty	500.00
JESSICA WRIGHT	PLC Team Member	Extra-Duty	500.00
GEORGE YATES	Publications - Middle School	Extra-Duty	2.00%

The vote was 5 For, 0 Against, 2 Abstentions (Andy Bonderer and Joe Davis). Motion carried.

10. Board Meetings:

The MSBA annual conference in September will be held virtually.

11. Information Item:

The next meeting date was announced.

12. Adjournment

- Motion by Verdis O. Lee, Sr. and seconded by Emily Omohundro to adjourn the meeting at 8:11 p.m. The vote was 7 For, 0 Against. Motion carried.

Signed:

President

Secretary

Reference 3.B.1
September 9, 2020

Approval of Warrants

Background:

The Payroll and Accounts Payable Warrants need to be approved for payment.

Recommendation:

The Administration recommends the Board pay:

Payroll Warrant #4 in the amount of \$512,621.87.

Accounts Payable Warrant #3 in the amount of \$535,342.03.

Ty A. Crain, Ed.D.
Superintendent

Reference 3.C
September 9, 2020

Treasurer's Report

Background:

August 2020 and 2019 comparative information follows this summary.

Callaway Bank Safekeeping

- Cash in The Callaway Bank totals \$5,098,311 backed by \$3,815,000 in safekeeping securities, \$1,500,000 in irrevocable letters of credit issued by the Federal Home Loan Bank of Des Moines, and \$250,000 FDIC insurance. Total securities, LOC's, and insurance backing FPS funds are \$5,565,000.

Operating Funds Comparison

	Last Year (FY 20)	Current Year (FY 21)
Revenue	\$2,093,079	\$ 1,909,301
Expense	\$1,481,225	\$ 1,684,231
YTD Net Operations	\$ 611,854	\$ 225,070

Cash Comparison

Account	Last Year (FY 20)	Current Year (FY 21)
Callaway Bank – all accounts	\$ 3,717,696	\$ 5,098,311
Bank of KC Financial	\$ 594,344	\$ 478,302
MOSIP - all accounts	\$ 6,982,093	\$18,101,334
Total Cash	\$11,294,133	\$23,677,947

Cash Position All Institutions

	Last Year (FY 20)	Current Year (FY 21)
General	\$ 9,935,986	\$10,972,029
Restricted	\$ 1,358,147	\$12,705,918
Total Cash	\$11,294,133	\$23,677,947

Recommendation:

The Administration recommends the Board accept the Treasurer's report.

Ty A. Crain, Ed.D.
Superintendent

Cash Flow Summary For Period Jul to Aug

	Fund - 001	Fund - 002	Fund - 003	Fund - 004	Fund - 005	All Funds
A. Cash Balance as of 07/01/20	10,030,880.72	0.00	985,431.53	893,280.58	0.00	11,909,592.83
B. Revenues (5XXX) :	955,943.20	953,357.54	40,985.01	11,869,748.53	0.00	13,820,034.28
C. Expenses (6XXX) :	1,252,604.41	431,626.89	99,047.05	268,401.41	0.00	2,051,679.76
D. Excess Revenue (B - C) :	(296,661.21)	521,730.65	(58,062.04)	11,601,347.12	0.00	11,768,354.52
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E. New Cash Balance (A + D) :	9,734,219.51	521,730.65	927,369.49	12,494,627.70	0.00	23,677,947.35
F. Net Change in Fund Balance (3XXX) :	521,730.65	(521,730.65)	0.00	0.00	0.00	0.00
G. Net Change in Other Assets & Liabilities (1200 - 2999) :	0.00	0.00	0.00	0.00	0.00	0.00
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H. Final Balance as of 08/31/20	10,255,950.16	0.00	927,369.49	12,494,627.70	0.00	23,677,947.35

Cash Flow Summary For Period Jul to Aug

	Fund - 001	Fund - 002	Fund - 003	Fund - 004	Fund - 005	All Funds
A. Cash Balance as of 07/01/19	8,304,193.27	0.00	1,383,302.78	1,020,325.18	0.00	10,707,821.23
B. Revenues (5XXX) :	925,894.67	1,167,183.84	94,565.16	0.00	17,425.40	2,205,069.07
C. Expenses (6XXX) :	1,128,603.55	352,621.01	121,898.55	15,150.30	483.73	1,618,757.14
D. Excess Revenue (B - C) :	(202,708.88)	814,562.83	(27,333.39)	(15,150.30)	16,941.67	586,311.93
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E. New Cash Balance (A + D) :	8,101,484.39	814,562.83	1,355,969.39	1,005,174.88	16,941.67	11,294,133.16
F. Net Change in Fund Balance (3XXX) :	814,562.83	(814,562.83)	0.00	0.00	0.00	0.00
G. Net Change in Other Assets & Liabilities (1200 - 2999) :	0.00	0.00	0.00	0.00	0.00	0.00
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H. Final Balance as of 08/31/19	8,916,047.22	0.00	1,355,969.39	1,005,174.88	16,941.67	11,294,133.16

Bank & Cash Reconciliation

Fund Cash Balance by Fund

Fund Number and Description	Cash Balance	Comments
001 - General Fund	10,255,950.16	Agrees to Cash Flow Summary Fund 1
002 - Teacher's Fund	.00	
003 - Debt Service Fund	927,369.49	Agrees to Cash Flow Summary Fund 3
004 - Capital Projects Fund	12,494,627.70	Agrees to Cash Flow Summary Fund 4
005 - Health Insurance	.00	
Adjustment 1 :	.00	
Adjustment 2 :	.00	
Adjustment 3 :	.00	
Adjustment 4 :	.00	
T O T A L :	23,677,947.35	

Bank Cash and Reconciled Balances:

Account Code & Bank	Cash Balance	Reconciled Balance	Comments
xxxx3626 - GENERAL - THE CALLAWAY BANK	4,640,049.25	1,334,424.24	Difference is O/S transfer from MOSIP & O/S checks
xxxx0681 - HEALTH - THE CALLAWAY BANK	.00	.00	
xxxx0626 - DEBT SERVICE - THE CALLAWAY BANK	449,066.90	432,589.38	Difference is O/S transfer from General for protested tax
xxxx1291 - MOSIP GENERAL - MOSIP	6,322,785.48	6,322,785.48	Agrees to Bank Rec
xxxx-129 - BOKC DEBT SERV - BANK OF KANSAS CITY FINANCIAL	478,302.59	478,302.59	Stmnt Pending
xxxx0427 - 2020 BOND - MOSIP	11,778,548.53	11,778,548.53	Agrees to Bank Rec
xxxx0145 - SECONDARY ACCT - THE CALLAWAY BANK	9,194.60	7,985.60	Difference is O/S deposits after statement
Outstanding Amount: xxxx3626 - GENERAL - THE CALLAWAY BANK	.00	3,305,625.01	Transfer from MOSIP \$3.5 M; O/S checks
Outstanding Amount: xxxx0626 - DEBT SERVICE - THE CALLAWAY BANK	.00	16,477.52	Transfer for protested tax rec'd
Outstanding Amount: xxxx0145 - SECONDARY ACCT - THE CALLAWAY BANK	.00	1,209.00	O/S deposits from Revtrak after statement
Adjustment 1 :	.00	.00	
Adjustment 2 :	.00	.00	
Adjustment 3 :	.00	.00	
Adjustment 4 :	.00	.00	
T O T A L :	23,677,947.35	23,677,947.35	

Bank Cash and Fund Cash are in Balance

Bank & Cash Reconciliation

Fund Cash Balance by Fund

Fund Number and Description	Cash Balance	Comments
001 - General Fund	8,916,047.22	Agrees to Cash Flow Summary Fund 1
002 - Teacher's Fund	.00	
003 - Debt Service Fund	1,355,969.39	Agrees to Cash Flow Summary Fund 3
004 - Capital Projects Fund	1,005,174.88	Agrees to Cash Flow Summary Fund 4
005 - Health Insurance	16,941.67	Agrees to Cash Flow Summary Fund 5
Adjustment 1 :	.00	
Adjustment 2 :	.00	
Adjustment 3 :	.00	
Adjustment 4 :	.00	
T O T A L :	11,294,133.16	

Bank Cash and Reconciled Balances:

Account Code & Bank	Cash Balance	Reconciled Balance	Comments
xxxx3626 - - THE CALLAWAY BANK	2,953,893.21	3,123,189.33	General Acct; Difference is O/S items; Agrees to Bank Rec
xxxx0681 - - THE CALLAWAY BANK	433.72	433.72	Health Account; Agrees to Bank Rec
xxxx INV - - THE CALLAWAY BANK	.00	.00	
xxxx0626 - - THE CALLAWAY BANK	761,625.20	761,625.20	Debt Service Acct; Agrees to Bank Rec
xxxx1291 - - MOSIP	6,982,093.23	6,982,093.23	MOSIP General Acct; Agrees to Bank Rec
xxxx3-80 - - Wells Fargo	.00	.00	
xxxx6823 - UMB 2014 Bond - UMB	.00	.00	
xxxx-129 - - BANK OF KANSAS CITY FINANCIAL	594,344.19	594,344.19	Bank of KC Debt Service; Stmt Pending
xxxx5 FS - - THE CALLAWAY BANK	1,743.61	1,315.61	Food Service Acct; Difference is O/S deposits; Agrees to Bank Rec
xxxx0079 - - MOSIP QSCB BOND	.00	.00	
xxxx0080 - - MOSIP TAX EXEMPT BONDS	.00	.00	
xxxx5889 - - THE CALLAWAY BANK	.00	.00	
xxxx6008 - - THE CALLAWAY BANK	.00	.00	
Outstanding Amount: xxxx3626 - - THE CALLAWAY BANK	.00	-169,296.12	Outstanding items General Acct
Outstanding Amount: xxxx5 FS - - THE CALLAWAY BANK	.00	428.00	Outstanding Revtrak Deposits (tech waiver & activity fees)
Adjustment 1 :	.00	.00	
Adjustment 2 :	.00	.00	
Adjustment 3 :	.00	.00	
Adjustment 4 :	.00	.00	
T O T A L :	11,294,133.16	11,294,133.16	

Bank Cash and Fund Cash are in Balance

Local Compliance Plan

Background:

Federal regulations implementing Part B of the Individuals with Disabilities Education Act (IDEA) require responsible public agencies providing for the education of children with disabilities within their jurisdiction to have in effect policies, procedures, and programs that are consistent with the state policies established under applicable Federal regulations. At this time, the Office of Special Education has published an updated Local Plan for Compliance which is consistent with the provisions in the Missouri State Plan for Special Education which became effective July 30, 2019. This document is available on our website at <http://dese.mo.gov/special-education/compliance/localcompliance-plan>.

Public agencies must have adopted or adapted a Local Compliance Plan and by October 1, 2019, must complete the enclosed certification statement in accordance with the instructions below:

Step 1. Your agency must choose one of the following options for their local compliance plan:

Option A. Adopt the Model Plan provided by the Department of Elementary and Secondary Education (Department). If the agency adopts the state's model plan, it is automatically approved by the Department. You do not need to submit a copy of your plan to the Department, but a certification statement must be submitted.

Option B. Adapt the Model Plan with local revisions. The agency must submit a copy of the pages on which revisions have been made with the revisions highlighted. These revisions must be approved by the Department before the agency's compliance becomes final. (Note: Simply placing your agency's name into the Model Plan does not constitute a revision. Revisions are substantive changes to the content of the plan).

Option C. Write your own compliance plan. The agency must submit a copy of the plan for approval by the Department. The agency's plan will not become final until receipt of approval from the Department.

The Local Compliance Plan requires a decision regarding Determination of Eligibility for Young Children Ages 3 through 5.

Determination of Eligibility for Young Children Ages 3 Through 5

This agency has, through approved policy, selected the following check marked method to determine eligibility for children ages 3 through grade 1. (only one should be checked)

Children ages 3 to 5 (not kindergarten-age eligible):

☐ Identify all children using any of the disability categories except that of Young Child with a Developmental Delay (YCDD), or;

☐ Identify all children as eligible using only the category of Young Children with a Developmental Delay (YCDD), or

☒ Identify all children as eligible using any of the disability categories including that of Young Child with a Developmental Delay (YCDD).

For a child who becomes kindergarten-age eligible (age 5 by August 1), this agency has chosen the following check marked method to determine continuing eligibility for special education: (only one should be checked)

☒ Continue a child as eligible using Young Child with a Developmental Delay (YCDD) or apply any of the other disability categories; or

☐ Apply any disability category other than Young Child with a Developmental Delay (YCDD).

Children who are kindergarten age eligible (age five (5) by August 1) who have not been identified as eligible for special education in prior years must meet criteria of any disability category other than Young Child with a Developmental Delay.

Children who are first grade age eligible (age 6 by August 1) must meet criteria of any disability category other than Young Child with a Developmental Delay.

The Local Compliance Plan requires a decision regarding the purchase of instructional materials.

This agency has, through approved policy, selected the following check marked method of providing instructional materials for children with blind or other print disabilities: (only one should be checked)

☐ This agency will coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, must acquire those materials in the same manner and under the same conditions as an SEA.

☒ This agency is not required to coordinate with the NIMAC. If this agency chooses not to coordinate with the NIMAC, this agency must provide an assurance to the SEA that this agency will provide instructional materials to blind persons or other persons with print disabilities in a timely manner. "In a timely manner" means that the responsible public agency has taken all reasonable steps to ensure that students with print disabilities have accessible materials at the same time their fellow students without disabilities have their materials.

Nothing in this section relieves this agency of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.

Recommendation:

The Administration recommends the Board adopt the Local Compliance Plan (Option A) as made available by the Department of Elementary and Secondary Education with the appropriate decisions identified.

Ty A. Crain, Ed.D.
Superintendent



MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
OFFICE OF SPECIAL EDUCATION-COMPLIANCE

LOCAL COMPLIANCE PLAN CERTIFICATION STATEMENT

SCHOOL DISTRICT NAME Fulton 58		COUNTY-DISTRICT CODE 014-129
DISTRICT CONTACT Karrie Millard	DISTRICT PHONE NUMBER (573) 590-8000	DISTRICT FAX NUMBER (573) 590-8090

INSTRUCTIONS

Complete the Adoption and Certification sections below. The form must be signed by the Board President, Superintendent, and Compliance Plan Contact.

Submit form via MAIL or FAX to: Special Education Compliance
Missouri Department of Elementary and Secondary Education
PO Box 480
Jefferson City, MO 65102 or Fax 573-751-3910

QUESTIONS: Contact Special Education Compliance at 573-751-0699 or secompliance@dese.mo.gov

ADOPTION

The Responsible Public Agency has chosen the following (check only one) in regard to adoption of a local plan for compliance with state and federal regulations implementing the Individuals with Disabilities Education Act (IDEA):

- ☒ Option A: Adopt the Model Compliance Plan made available by the Department of Elementary and Secondary Education (DESE).
- ☐ Option B: Adapt the Model Compliance Plan made available by the Department with agency revisions. All pages on which revisions have been made to the Model Compliance Plan with highlighted revisions are enclosed. These revisions must be approved by DESE before the agency's plan becomes final.
- ☐ Option C: Agency developed Compliance Plan (plan enclosed for DESE's approval).

CERTIFICATION

The Responsible Public Agency assures that the agency's Compliance Plan and applicable state and federal regulations constitute the basis for operation and administration of the activities to be carried out in the agency under Part B of the IDEA, to provide special education services for all children with disabilities between the ages of three (3) and twenty-one (21) who meet the eligibility criteria as stated in this plan and under the jurisdiction of the agency.

The Responsible Public Agency assures that programs administered under Part B of the IDEA are in accordance with the assurances provided in 34 CFR 76.301 of the General Education Provision Act (GEPA) and that federal funds made available under Part B of the IDEA are used in accordance with the excess cost and maintenance of fiscal effort and comparable services requirements of 34 CFR Sections 300.202 - 300.205 of the federal regulations governing the IDEA.

The local compliance plan was adopted by the Governing Board of the agency on 09/09/20 (mm/dd/yy).

SIGNATURE OF BOARD PRESIDENT	DATE
SIGNATURE OF SUPERINTENDENT	DATE
SIGNATURE OF COMPLIANCE PLAN CONTACT PERSON	DATE

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; email civilrights@dese.mo.gov.

Reference 6.2
September 9, 2020

Facilities Update

Background:

Update from the administration and the facility committee on progress related to the 2020 bond issue.

- ESS has scheduled visits to both McIntire and Bush Elementary to meet with principals and observe dismissal as they develop parking revision plans.
- Architects Alliance is meeting weekly with the district to review progress of project designs and get feedback from district staff. The current focus is on the high school gymnasium addition and secure entries.
- The Rice Hall property is officially in the Office of Administration and a letter of interest has been sent to Commissioner Sarah Steelman with a request for information on the process.

Recommendation:

Information only. No action required.

Ty A. Crain, Ed.D., Superintendent
Facilities Committee

Reference 8.1
September 9, 2020

Program Update: Food Service

Background:

The Director of Food Service, Rhonda Fletcher, provides a yearly report on Food Service. A full report is attached, and Mrs. Fletcher will be available to respond to any questions.

Also, Mrs. Fletcher will present data and final reporting for the 2019-2020 Food Service program.

Recommendation:

The Administration recommends the Board the Board hear the Food Service report.

Ty A. Crain, Ed.D.
Superintendent

EVALUATION CRITERIA FOR FOOD SERVICE

September 2020

1. Does a written plan exist, which has been approved by the board and which contains specific goals, objectives and assessment procedures?

A nutrition plan is on file at the Director of Food Service office. The Mission Statement and Goals of this plan are as follows:

Mission Statement

Fulton Public Schools will provide nutritional services that make the maximum contributions to health nutrition and education of our children by:

- providing well prepared meals that are nutritionally balanced and well accepted in a safe, pleasant environment
- offering and encouraging wise food choices, promoting healthy eating habits
- contributing to the overall district educational setting

Goals

- Operate an effective, efficient and compliant food service program that services the needs of students, educators, parents and the community, utilizing resources to the best advantage to operate economically.
- Provide appealing meals that meet the Dietary Guidelines for Americans and students nutritional needs at a reasonable price.
- Promote nutrition education and communication relating to the food service program with staff, students, parents and the community.
- Maintain safe and sanitary food preparation procedures and environment.

Assessment and monitoring tools are in place to assure these goals met as outlined in the Nutrition Plan.

2. Is the written nutrition plan implemented, monitored, assessed and revised regularly based on local needs?

The nutrition plan is reviewed yearly by the food service director, superintendent and kitchen managers. Revisions are suggested as needed to comply with changes in state and federal regulations, local food codes and policies, and the expectations and needs of the students, parents, staff and community as identified through the Wellness Committee and student survey input. The board approved Wellness Policy is being implemented for school meals, snack bars, after school snacks and other nutrition related programs. Physical fitness, fundraisers and snacks served at classroom parties and for student incentives are also addressed.

3. Do the meals provided students encourage wise food choices which contribute to the overall district education setting including improving the academic success of students?

Fulton uses the Food Based Menu planning system for lunch and the Food Based Menu Planning for breakfast and snacks.

The “Offer vs. Serve” serving option is used to give students more choices for meals.

Ala Carte and snack sales reinforce healthy choices and comply with the Smart Snack Regulations and district Wellness Plan. Choices in the serving line at the secondary level and on the salad bars in the elementary schools include fresh fruits &/or vegetables daily.

At the elementary schools and FMS a Grab and Go - Breakfast in the Classroom allows all students to eat breakfast with their friends in the classroom at no charge.

Nutrition Education visuals for the students have been incorporated into the serving lines and in the cafeterias to help the students understand the Federal Guidelines and to help them make good choices for meals.

Educational materials from USDA, School Nutrition Association, the St. Louis Dairy Council, Missouri Beef Industry Council, Mo. University Extension and other businesses are available to teachers, staff, parents, and students. A publication Nutrition Nuggets that includes healthy nutrition and fitness information for students and parents is printed on the back of the monthly menus and is posted on the website. Educational materials that promote wise food choices are displayed in cafeterias regularly.

4. Does food service maintain safe and sanitary food preparation techniques and environment?

All school kitchens are to be inspected twice a year by the City of Fulton and any corrections that need to be made are completed during the inspection or within 30 days. All five kitchens received inspections with good compliance during the year. These reports are kept on file and are posted at each cafeteria per DESE regulation.

All food service employees receive annual training on blood borne pathogens, safe food handling, student safety, bullying, student confidentiality and HACCP procedures, with training on monthly and quarterly basis. Food Safety and HACCP procedures are followed and monitored per policy by Kitchen managers and the Director of Food Service.

Flu vaccines are offered yearly to staff.

5. Is the nutrition service program monitored to ensure accurate meal claims and financial accountability?

Monthly claims are sent to DESE who reviews claims and processes reimbursement.

The current SISK12 and student finger reader, visual/name identity POS system provides accurate meal counts and financial records. The Director of Food Service completes an edit check monthly and district auditors review the school lunch records annually.

DESE completed the School Nutrition Program Federal Review October 2019 – February 2020. Findings that were cited in the Free/Reduced Meal Application and Verification process that were cited were corrected and the adult lunch meal price was increased to fall within the federal calculations during the review. All other areas of Meal Counting and Claiming, Dietary Specifications and Nutritional Analysis, Resource management, Civil Rights, Site Monitoring, Wellness Policy, Smart snacks, Professional Standards/Training, Breakfast and SFSP Outreach, Federal Programs, and Revenue from Non-Program Foods had no concerns cited. McIntire was the School site that was reviewed with no findings cited. The next DESE review is scheduled for 2024-25.

FULTON PUBLIC SCHOOL FOOD SERVICE REPORT 2019-20

September 2020

OVERVIEW

Five cafeterias provide school meals to district students and staff. There are fifteen (15) full-time and thirteen (13) part-time staff members, and three (3) substitutes employed in the School Food Service Department. The high school is a centralized kitchen preparing some bulk items that are catered to the elementary schools. On-site preparation occurs at the other schools including salad bars at all elementary schools. Additional menu choices and ala carte items are available at the High School and Middle School. Snacks are also provided at elementary schools, FECC and for after school programs and Bac Pac. Food Service Employees also provide limited catering services for student and staff events and for community events in district buildings. The Food Service Director provides support to the FECC program with menu planning, purchasing food and supplies, and oversight for the CACFP Food reimbursement program.

TOTAL REIMBURSABLE STUDENT MEALS SERVED

	Regular Session			Summer Session		Covid
	17-18	18-19	19-20	17-18	18-19	19-20
Lunches	209,994	192,090	143,979	7612	7379	28,621
Breakfast	152,505	136,389	102,289	3390	4207	28,014
Total	362,499	328,479	246,268	11,002	11,586	56,635

302,903 total reimbursable student meals were served during daytime programs. This total does not include ala carte figures, adult meals, snacks, or catered district events.

SCHOOL YEAR AVERAGE MEALS PER DAY

YEAR	DAILY AVE. STUDENT LUNCHES	DAILY AVE. BREAKFAST
2019-20	1,220	866
2018-19	1,200	852
2017-18	1,281	928
2016-17	1,299	908
2015-16	1,371	950
2014-15	1,409	637

FREE & REDUCED STUDENT STATUS OCTOBER 1ST

YEAR	F/R STUDENTS	%F/R
19-20	1,099	48.4
18-19	1,111	50.0
17-18	1,198	50.6
16-17	1,161	51.73
15-16	1,240	54.8
14-15	1,182	54.00
13-14	1,194	53.00

COMMODITIES RECEIVED – 2019-20

The value of Donated foods received by the district was \$64,214.85. These items help provide nutritious meals while helping with meal costs to the district. The amount received for processed commodities is based on the number of reimbursable lunches served in the prior year. Processed commodities dollars are primarily used for the meal entrées.

INSERVICE TRAINING

Orientation	August 2019	All Employees
Safe School Training		
Civil Rights Training		
Customer Service		
Food Safety/Allergies		
Kitchen Manager		
Meeting/Training	August 2019	Kitchen Managers
(Monthly meetings)	& Monthly	Rhonda Fletcher
Management of Staff	through February 2020	
Customer Service		
Commodities		
Kohl Food Show	October 2019	Rhonda Fletcher
Training Sessions		
Missouri School	November 2019	Rhonda Fletcher
Nutrition Association		
Annual Conference		
Training Sessions		
Covid-19 Feeding	March – June 2020	Rhonda Fletcher
Program Webinars		

All USDA required hours for training for food service staff were completed for 2019-20.

REVENUES AND EXPENDITURES 2019-20

REVENUES

Food Service Program	\$157,623.25
Food Service Non-Program	37,276.19
Federal/State Reimbursement	513,751.65
Summer School	<u>116,402.02</u>
Total	\$ 825,053.11

EXPENDITURES

Food	\$312,024.88
Salaries	399,636.29
Employee Benefits	154,333.11
Purchased Services	17,833.24
Equipment Purchases, Capital	2,299.00
Supplies	24,988.98
Summer Feeding	97,816.49
Misc.	<u>1,035.50</u>
Total	\$1,009,967.49

DESE CERTIFICATION AND REVIEWS

The Federal School Nutrition Program Review conducted by DESE was initiated in October 2019 and closed in February 2020. This included an Administrative Review of our program which covered the meal application and direct certification process, verification, meal counting and claiming procedures, participation records, nutritional quality and meal pattern, menus, accounting and procurement, civil rights, wellness policy, competitive foods, food safety, afterschool snack programs and an on-site school review. McIntire Elementary was the school reviewed and there was no findings cited. The findings in the administrative review included concerns in processing free/reduced meal applications and identifying household size, and the process of selecting verification applications in SISK12. All concerns with processing free/reduced applications and verification were corrected. Adult lunch meal charges were not compliant with the DESE price formula, the adult meal lunch price was increased at the December 2019 board meeting. No other concerns were cited.

The Food Service Department will have the next federal review by DESE during the 2024-25 school year.

Reference 8.2
September 9, 2020

Construction Manager at Risk Update

Background:

The Board of Education's Facilities Committee will provide an update on the Construction Manager at Risk from the meeting on August 25, 2020.

Recommendation:

Information only. No action required.

Ty A. Crain, Ed.D., Superintendent
Facilities Committee

Reference 8.3
September 9, 2020

MSBA 2020A Policy Updates & ACA

Background:

The Policy Committee (Andy Bonderer, Emily Omohundro, and Connie Epperson) reviewed the 2020A and Title IX updates from the Missouri School Boards' Association Policy Services Program. These updates align Fulton Policies with current legal requirements or new language for operational clarity.

The policies are included on the following chart.

POLICY CODE	DESCRIPTION	LEGAL	DISTRICT	MSBA
	2020A Update			
BBFA	Board Member Conflict of Interest and Financial Disclosure	X		
DC	Taxing and Borrowing Authority and Limitations			X
DFI	Setting Tuition for District Programs	X		
DJF	Purchasing			X
GBAD	Telework			X
GBCA	Staff Conflict of Interest	X		
GBCBA	Employee Walkouts, Strikes and Other Disruptions	X		
GBEBB	Employee Alcohol and Drug Testing	X		
GCBA	Professional Staff Compensation	X		
IC	Academic Calendar			X
IHB	Class Size	X		
IKF	Graduation Requirements			X
JCB	Transfers within the District	X		
JCC	Transfers outside the District	X		
JECA	Eligibility to Enroll	X		
JFG	Searches of Students			X
JFGA	Interviews with or Removal of Students			X
JG	Student Discipline			X
JHCB	Immunization of Students	X		
	TITLE IX REGULATIONS			
ACA	Sexual Harassment Under Title IX	X		

Recommendation:

The Policy Committee recommends the Board adopt the Missouri School Boards' Association 2020A Policies BBFA, DC, DFI, DJF, GBAD, GBCA, GBCBA, GBEBB, GCBA, IC, IHB, IKF, JCB, JCC, JECA, JFG, JFGA, JG, JHCB, and ACA

Ty A. Crain, Ed.D.
Superintendent

REFERENCE COPY

FILE: BBFA
Critical

BOARD MEMBER CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE

All directors of the Fulton School District No. 58 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.

Purchases Involving Federal Funds

In addition to the requirements of this policy, Board members must follow the provisions of policy DJFA and related procedures and are also subject to the conflict of interest provisions of federal law.

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:

FILE: BBFA
Critical

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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.

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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

FILE: BBFA
Critical

REFERENCE COPY

presented to the Board, the Board member will abstain and leave the room during any deliberation.

Gifts and Gratuities

Board members and others who are subject to this policy are prohibited from accepting gifts or gratuities in excess of the amount established by the Board from any vendor, vendor's representative or person who does or is attempting to do business with the district. Gifts and gratuities include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.

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 and shall leave the room during consideration of the question and the vote, unless the motion is part of a consent agenda and there is no discussion, in which case, the member need not leave the room but will refrain 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 Fulton School District No. 58 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 Fulton School District No. 58 Board of Education on or before May 1 for the preceding calendar year, unless the person filing is a Board candidate. Candidates must file

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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 **at least once** 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:

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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: 08/10/2011; 08/14/2013; 08/12/2015; 06/14/2017; 06/12/2019

Adopted: 03/09/2011

Revised: 10/15/2014; 06/22/2016;

Cross Refs: DA, Fiscal Responsibility
DD, Grants
DJF, Purchasing
DJFA, Federal Programs and Projects
FEF, Construction Contracts Bidding and Awards
GBCA, Staff Conflict of Interest

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GBL, Personnel Records
GCD, Professional Staff Recruiting and Hiring
GDC, Support Staff Recruiting and Hiring
JO, Student Records

Legal Refs: Mo. Const. art. VII, § 6
§§ 105.450 - .458, .461, .462, .466, .467, .472, .476 - .492, 162.261, .391, 168.126,
171.181, RSMo.
2 C.F.R. § 200.22, .23, .38, .92, .112, .113, .317, .318, .338
State v. Rhoads, 399 S.W.3d 905 (Mo.App.W.D. 2013)

Fulton School District No. 58, Fulton, Missouri

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TAXING AND BORROWING AUTHORITY AND LIMITATIONS

The Board is responsible for levying *ad valorem* property taxes as necessary to operate the Fulton School District No. 58 in a manner that promotes achievement for all students. Taxes will be levied in accordance with law.

Increasing Taxing Authority

The Board is authorized to set an operating tax rate of \$2.75. The Board will seek voter approval to increase the tax rate ceiling, in accordance with law and as necessary to better serve the students of the district. The district may also seek voter approval to forgo all or part of the reduction of the operating levy due to Proposition C sales tax receipts, as allowed by law.

The Board may also seek voter approval to increase the bonded indebtedness of the district in accordance with law and as necessary to provide an appropriate learning environment for district students. The Board of Education has a bonded indebtedness limit of 15 percent of the value of taxable tangible property as shown by the last completed assessment for state and county purposes.

Tax Rate Hearing Notice

The Fulton School District No. 58 will annually set the tax rate after first notifying the public and conducting at least one public hearing. Notice of the hearing will be given by publication in a newspaper of general circulation or by posting such notice in at least three public places within the district. A "public place" as used in this policy is a place regularly open for public use, a place that would be likely to attract attention so that the content of the notice becomes widely known or a place with a likelihood that the notice will be seen by the public. The district will publish or post the notice at least seven days prior to the hearing, and the notice will include the:

1. Date, time and place of the hearing.
2. Assessed valuation by category of real, personal and other tangible property in the district for the fiscal year for which the tax is to be levied and the preceding tax year.
3. Amount of revenue required to be provided from the property tax as set forth in the adopted annual budget for each rate levied.
4. Tax rates proposed to be set for the various purposes of taxation.
5. Increase in tax revenue due to an increase in assessed value as a result of new construction and improvement.

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6. Increase, both in dollar value and percentage, in tax revenue as a result of reassessment if the proposed tax rate is adopted.

Tax Rate Hearing

The superintendent will provide the Board the same information included in the tax rate hearing notice prior to the tax rate hearing. The tax rate hearing will include an opportunity for citizens to speak before the Board. The Board will set the tax rate after the hearing.

The tax rate will be calculated to produce substantially the same revenues as required in the annual budget. The Board will have sole authority in determining what part of the total authorized rate shall be used to provide revenue for each of the funds. Before setting the rates for the teachers' and incidental funds, the Board will set the rate for the capital projects fund as necessary to meet the district's obligations.

Submitting the Tax Rate

Upon receiving notice from the clerk or other official of the county or counties in which the district is located, the district shall submit a nonbinding projected tax levy by April 8.

The Board shall forward a tax rate to the county clerk of every county in which the district is located on or before September 1 of each year, except that districts located partially or wholly in St. Louis City or any county with a charter form of government will submit their tax rates not later than October 1. If the rate is less than one dollar, the rate will be calculated to the nearest one-tenth of a cent, and the district will round up a fraction greater than or equal to five/one-hundredths of a cent to the next higher one-tenth of a cent. If the rate is in excess of one dollar, the estimate will be calculated to one/one-hundredths of a cent, and the district will round up a fraction greater than or equal to five/one-thousandths of one cent to the next higher one/one-hundredth of a cent.

Legal Compliance

If the district receives from the county clerk the state auditor's finding that the proposed rate does not comply with Missouri law, the Board will have 15 days from the date of receipt of the finding to accept or reject in writing the rate change certified by the state auditor and to submit all requested information to the state auditor. A copy of the Board's acceptance or rejection and any information submitted to the state auditor shall also be mailed to the county clerk.

Borrowing Authority

The Board may borrow money in anticipation of collection of taxes for the purpose of securing funds for school operations, including the debt service fund. Issuance of all tax and revenue anticipation notes requires approval of the majority of the members of the Board. The notes may

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be issued at any time in any year, and the aggregate outstanding principal amount of the notes issued in one year for any fund shall not exceed the amount of the Board's estimate of the year's requirement for the fund. The notes shall be payable within 12 months from date of issuance.

Bonded Indebtedness

The Board may authorize the sale of bonds by adoption of a resolution. Bonds will be issued in accordance with law and compliance procedures implemented by the district. **Bond proceeds may be used only for the purposes set forth in the bond resolution and as allowed by law.**

~~The Board may borrow money and issue bonds for:~~

- ~~1. Purchasing schoolhouse sites and other land for school purposes.~~
- ~~2. Erecting or furnishing schoolhouses or library buildings.~~
- ~~3. Building additions to or repairing old buildings.~~
- ~~4. Purchasing school buses and other transportation equipment.~~
- ~~5. Paying off and discharging assessments made by counties, cities, towns and villages or other political subdivisions or public corporations of the state against the district.~~

~~Funds raised through the sale of bonds may be used only for the purposes set forth in the election that authorized the sale of bonds.~~

~~The following points of state law shall govern the Board's issuance of bonds:~~

- ~~1. A four-sevenths vote is required before the issuance of bonds if the issue is submitted at a municipal election or at the general or primary election held in even-numbered years. At all other elections, a two-thirds vote is required.~~
- ~~2. The Board of Education has a limit of bonded indebtedness of 15 percent of the value of taxable tangible property as shown by the last completed assessment for state and county purposes.~~
- ~~3. Bonds shall be issued in denominations of \$1,000 or in any multiples of \$1,000.~~
- ~~4. The bonds, in whole or in part, shall not run for more than 20 years from the date they were issued.~~

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5. ~~The revenues from taxes levied for the purpose of satisfying bonded indebtedness obligations, both principal and interest, shall be recorded in the debt service fund.~~
6. ~~If the school district has an unenhanced bond rating of AA+ or higher, or comparable rating, on its outstanding general obligation bonds or is proposing to issue general obligation bonds with an unenhanced bond rating of AA+ or higher, or comparable rating, the new issue of general obligation bonds shall be issued through a competitive process unless the political subdivision employs the services of a municipal advisor, in which case the political subdivision may use a negotiated or competitive process. This requirement shall not apply to any general obligation bonds:~~
 - ~~→ Sold, pursuant to written agreement, to the government of the United States of America or to the state of Missouri or to any bureau, department, body corporate, instrumentality, or agency of the United States of America or the state of Missouri;~~
 - ~~→ Where the principal amount of the bonds issued does not exceed twelve million five hundred thousand dollars; or~~
 - ~~→ That are issued or are part of an issue issued to refinance a prior issue of general obligation indebtedness or which are issued contemporaneously with any such issue of refunding bonds; provided, the refunding bonds shall not exceed the principal of the outstanding indebtedness to be refunded and the accrued interest to the date of such refunding bonds.~~

~~A municipal advisor shall not be allowed to profit financially or otherwise, either directly or indirectly, from the underwriter of a negotiated bond issuance.~~

Other Capital Financing, including Lease-Purchase

The Board may enter into any agreement within the scope of Missouri law to provide for, or provide capital for, the acquisition, construction, improvement, extension, repair, remodeling, renovation and financing of sites, buildings, facilities, furnishings and equipment for use by the district for educational purposes.

Compliance

The district is committed to full compliance with the state and federal laws associated with issuing bonds, including ~~the continuing~~ disclosure requirements. The superintendent or designee is directed to work with the district's bond counsel and financial advisor to create, maintain and implement procedures to ensure that the district meets all state and federal legal requirements and makes timely disclosures in accordance with law.

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

Adopted: 03/09/2011

Revised: 09/12/2018; 11/13/2019;

Cross Refs: BBBB, School Board Ballot Issues

MSIP Refs: G-8

Legal Refs: Mo. Const., art. VI, § 26(b)
Mo. Const., art. X, §§ 11(b), (c)
§§ 67.110, 108.150 - .280, 137.010, ~~055~~, .072, .100, .243, .245, 164.121, .131, .141,
.151, .161, .181, .191, .201, .221, .231, .241, .251, .261, .271, .281, .291,
.301, 165.011, .131, .141, 177.088, RSMo.

Fulton School District No. 58, Fulton, Missouri

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SETTING TUITION FOR DISTRICT PROGRAMS (*District Allows Tuition-Paying Nonresident Students to Enroll and Attend*)

The Fulton School District No. 58 School Board recognizes that there are situations where nonresident students and residents who are not otherwise entitled to free education may be allowed by law to attend the Fulton School District No. 58 or district programs on a tuition basis. In these situations, the Board will set tuition in an amount that, minimally, recoups the costs of the program and meets any applicable legal requirements.

The superintendent will make recommendations to the Board annually to set tuition rates for the following year. The Board will set all applicable tuition rates no later than February 1.

Per-Pupil Cost

When used in this policy, "per-pupil cost" refers to the cost of maintaining the district's grade-level grouping in the school the student will attend divided by the average daily pupil attendance. In no case will the per-pupil cost exceed the amounts spent for teachers' wages, incidental purposes, debt service, maintenance and replacements. The term "debt service" means expenditures for the retirement of bonded indebtedness and expenditures for interest on bonded indebtedness. The per-pupil cost may be offset by any state or federal funding received for the attendance of the nonresident student.

Collecting Tuition

The Board expects the superintendent or designee to take action to minimize delinquent or uncollected tuition payments including, but not limited to, securing binding contracts with the persons responsible for paying tuition and requiring prepayment of tuition from individuals when appropriate. If a party is delinquent in payment, the Board authorizes the superintendent or designee to contact the district's attorney and take all available legal action to recoup tuition payments owed to the district. Unless otherwise prohibited by law, the district may exclude students from the district's education programs after the responsible party is notified of the delinquency and given a reasonable amount of time to pay the district.

Tuition for the Education of Nonresident Students

The district allows nonresident students to attend the district on a tuition basis even in situations where enrollment is not required by law. The tuition will be set at the per-pupil cost of maintaining the district's grade-level grouping in the school the student will attend.

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Early Childhood Tuition (§ 161.213, RSMo.)

The tuition for any district-operated early childhood programs that charge tuition will be set at the per-pupil cost of maintaining the early childhood program.

Summer School Tuition (§ 167.227, RSMo.)

The district has the option of charging tuition for nonresidents to attend its summer school program. If the district selects this option, tuition will be set at the per-pupil cost of operating the summer school program.

Career and Technical Education Tuition (§ 178.510, RSMo.)

If the district has a career and technical education program open to neighboring districts, the district may contract to provide those services to students in other districts and will charge those districts tuition set at the per-pupil cost of the program.

Disputes between the Fulton School District No. 58 and the student's resident district may be submitted to the State Board of Education for resolution.

Tuition for Children Placed in the District (§ 167.126, RSMo.)

For nonresident students placed by the Department of Mental Health, the Department of Social Services (DSS) or a court order in facilities or programs located within the district or who temporarily reside (for more than three days) in a children's hospital located in the district, the Fulton School District No. 58 will charge the student's resident district tuition equal to the average sum produced per student by the local tax efforts of the student's resident district. A special school district will pay the average sum produced per child by the local tax efforts of the domiciliary districts. If the resident district fails to pay the appropriate amount to this district within 90 days of billing, this district will notify the Department of Elementary and Secondary Education (DESE) so that the appropriate amounts may be withheld from the resident district's state aid and paid to the Fulton School District No. 58. In addition, the district may receive payments from DESE in lieu of receiving the local tax effort from the domiciliary district in some situations.

The district will seek additional payments from DESE for students placed in programs or facilities operated by the Department of Mental Health, DSS or a court or placed by DSS or a court into a publicly contracted residential site in Missouri when the per-pupil costs of the education services provided to the student exceed the amounts received from the student's resident district.

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Tuition Charged to K–6 or K–8 School Districts (§ 167.131, RSMo.)

For students who enroll in the Fulton School District No. 58 because they reside in a school district located in the same county as the Fulton School District No. 58 or an adjoining county that does not provide education through grade 12, the district will set tuition at the per-pupil cost of maintaining the district's grade-level grouping in the school the student will attend, which will be charged to the student's resident school district as required by law. Disputes between this district and the student's resident district may be submitted to the State Board of Education for resolution.

Tuition for Students of Nonresident Taxpayers to the District (§ 167.151, RSMo.)

A parent/guardian who pays a school tax in the Fulton School District No. 58 may receive as a credit on the amount charged for tuition the amount of school tax paid to the district. The deduction will be prorated among the number of students per family attending the district's schools. The tuition will be set at the per-pupil cost of maintaining the district's grade-level grouping in the school the student will attend.

The parent/guardian must submit a tax statement to the superintendent or designee before a student will be admitted. The district and the parent/guardian will enter into a contract outlining the payment schedule for any remaining tuition owed. Attendance will not begin until the parent/guardian makes the first payment, and the district may remove a student from attendance if the parent/guardian is delinquent with tuition payments.

Tuition Charged for Two-Year College Courses (§§ 178.370 - .400, RSMo.)

If the district establishes a program for two-year college courses as allowed by law, the district may charge tuition to enroll in such courses to all nonresident students as well as resident students who are ineligible for free education. The tuition will be set at the per capita costs of the courses. Tuition may be paid by individual students or the school district of residence.

Tuition for Night School (§ 178.290, RSMo.)

If the district establishes a night school as allowed by law, the district will charge tuition to all nonresident students and any resident students who are ineligible for free education. The tuition will be set at a rate that recoups the costs associated with the program.

Tuition for Students Assigned with a Hardship Transfer (§§ 167.121, .125, RSMo.)

If the commissioner of education assigns a nonresident student to the district due to a transportation hardship under § 167.121, RSMo., the district will enroll the student and charge the student's resident district the pro rata cost of instruction for the student. If the commissioner of education assigns a student living in St. Elizabeth, St. Albans or Maries County to the district under § 167.125,

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RSMo., the school district of residence will pay the Fulton School District No. 58 the pro rata cost of instruction. However, if the Fulton School District No. 58's tuition is greater than the tuition of the student's school district of residence, the student's parent/guardian will pay the difference in tuition.

Tuition Charged for Transfers from Unaccredited School Districts (§§ 167.132, .895, RSMo.)

In situations where DESE assigns students residing in an unaccredited district to be educated in the Fulton School District No. 58, the Board will set tuition in accordance with law that will be either the state adequacy target plus the average sum produced per child by the sending district's local tax effort or a lesser amount as determined by the Board.

If costs associated with the provision of special education and related services to a student with a disability exceed the tuition amount set by the Board, the unaccredited district will pay the excess cost to the Fulton School District No. 58. For districts served by a special school district, the unaccredited district will contract directly with the special school district for special education and related services.

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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:

Revised:

Cross Refs: IHB, Class Size
JECA, Eligibility to Enroll

Legal Refs: §§ 161.213, 167.121, .125, .126, .131, .132, .151, .227, .895, 168.151, 171.131,
178.290, .370 - .400, .510, RSMo.

Fulton School District No. 58, Fulton, Missouri

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PURCHASING

The purpose of this policy and any related administrative procedures is to ensure that all purchases of supplies, equipment and services are made in compliance with state and federal law and good business practices. The Board recognizes the importance of a sound fiscal management program and expects district staff to maximize the resources available for the district's educational program and to be good stewards of public funds by exercising fair, competitive purchasing practices. The district will respect its financial obligations and will also require that providers meet their obligations to provide quality products and services in a timely manner to the district. All purchasing will be conducted in a manner that provides full and open competition consistent with the standards of state and federal law.

All funds deposited with the district, regardless of source, are considered district funds and are subject to this policy. No contract will be entered into or bill paid without the proper documentation and without an affirmative vote from a majority of the whole Board. ~~Purchases not previously included in a Board-approved budget that may exceed \$50,000 must have prior Board approval~~ **No unbudgeted purchase will be made without prior Board approval** unless this policy's emergency provisions are applicable.

The Board encourages district staff to purchase products manufactured, assembled or produced in the United States.

Purchasing Supervision

The chief financial officer will serve as the district's purchasing officer or will designate a purchasing officer. The purchasing officer will supervise district purchases of products and services and may authorize purchases on behalf of the district that comply with the Board-adopted budget and this policy.

The superintendent, in consultation with the purchasing officer, shall develop procedures to implement this policy in a manner that will meet the district's needs while protecting the district's resources. These procedures will comply with all applicable laws and will centralize and provide oversight of all purchasing decisions.

Competitive Purchasing

District staff will research all purchases and compare prices prior to making decisions regarding the expenditure of district funds unless a purchase is covered by an exception pursuant to this policy. Employees are expected to contact multiple providers before making a decision regarding purchases under \$3,500. Purchases of \$3,500 or more will be competitively bid, and sealed bids will be required for purchases that may exceed \$50,000.

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The district will select the lowest or best bid as defined in DJF-AP1. The district reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

The district will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions detailed by the district. Among other factors detailed in the bid specifications, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

When the purchasing officer determines that it is in the best interest of the district, products or services may be purchased by competitive negotiations or proposals rather than competitive bids. Likewise, the superintendent, in consultation with the purchasing officer, is directed to create procedures that allow the district to benefit from cooperative purchasing and address unusual situations such as purchasing when there is a single feasible source for the purchase. The superintendent is also directed to create a process whereby authorized providers are selected for frequent purchases, while still monitoring the competitiveness of these providers.

Purchases Involving Federal Funds

In addition to the requirements of this policy and the accompanying procedure, the provisions of policy DJFA and related procedures must be followed when federal funds are used.

Emergency Situations

Unless competitive bidding is required by law, the superintendent may waive the requirement for competitive bids or proposals when he or she determines that there exists a threat to life, property, public health or public safety or when immediate expenditure is necessary to protect against further loss of or damage to property or prevent or minimize a serious disruption in services. Emergency purchases shall be made with as much competition as is practical under the circumstances and only to the extent necessary to alleviate the emergency.

Debarred or Suspended Providers

The district will not do business with providers who have been suspended or debarred on a state or federal level. District employees are directed to verify that selected providers are in good standing before making a purchasing decision.

Confidentiality

Sealed bids and related documents will be kept confidential until bids are opened. District staff will not disclose offers, bids or price quotations to competitors except as necessary to conduct

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negotiations beneficial to the district or as required by law. All contract negotiations and related documents are considered closed until a contract is executed or all proposals are rejected.

Credit and Purchasing Cards

Authorized district employees and Board members may use credit cards or purchasing cards issued to the district to make purchases for the district or pay for reasonable travel expenses incurred when performing official duties. Employees and Board members will not use these cards to circumvent the bidding and purchasing requirements established by law and Board policy. All purchases made using district cards must be attributed to the appropriate budget code and must conform to the Board-adopted budget.

The district will use purchasing cards instead of credit cards to the extent feasible. Unless otherwise authorized by the Board, only the superintendent and the purchasing officer will have access to a district credit card, and the Board will set the amounts that may be charged to those cards.

The Board will approve which employee positions will be issued district purchasing cards and the limitations on the cards. The superintendent, in consultation with the purchasing officer, will annually review and revise the list of persons receiving district cards and the limitations on those cards. The annual review will ensure that only the employees who appropriately utilize the cards have access to them and that the limitations on the cards do not exceed the amounts of the projected expenditures to be made with the cards. The Board will annually approve all modifications prior to implementation.

The Board may authorize the issuance of purchasing cards to Board members in the same manner that they are issued to employees. Board members who choose to use a district purchasing card are subject to the same policies and procedures as district employees. The superintendent is directed to notify the Board president if any Board member fails to follow district policies and procedures regarding purchasing card usage, and the Board member's usage may be temporarily suspended by the Board president until the issue is presented to the full Board. If the Board member in question is the president, or if the president is not available, the vice president will act as president in the matter.

Any employee or Board member using a district card shall sign a card usage agreement and will receive training on applicable procedures for card use. District employees and Board members issued a card must provide documentation, such as receipts and applicable budget codes, justifying expenditures. The purchasing officer will examine all documentation prior to payment and will notify the superintendent or designee immediately if any purchase was made in violation of law or district policies or procedures.

All employees and Board members issued a district card must take all reasonable measures to protect the cards against damage, loss, theft or misuse. Any damage, loss, theft or misuse of the card

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must be reported to the superintendent immediately. No person may use the card other than the authorized employee or Board member to whom the card was issued. District employees and Board members will surrender all cards upon completion of their employment or term with the district or upon demand by the district.

Prohibited Activity and Reporting Requirements

The district expects all staff members to comply with the letter and intent of all district policies and procedures regarding purchasing. Under no circumstances may employees use district funds to make unauthorized or personal purchases. Staff members may not artificially divide purchases to avoid bidding requirements or design bid specifications to favor a particular provider.

All district employees must report suspected fraud, theft or misuse of district funds to the superintendent or purchasing officer immediately. District employees may be disciplined or terminated from employment for failing to follow Board policy or district procedures and for any misuse of district resources, including district credit and purchasing cards.

The superintendent or purchasing officer will contact law enforcement and file a report or sign a complaint on behalf of the district in situations where a crime may have occurred.

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

Adopted: 03/09/2011

Revised: 06/22/2016; 11/08/2017; 01/15/2020;

Cross Refs: ADF, District Wellness Program
BBFA, Board Member Conflict of Interest and Financial Disclosure
EHBC, Data Governance and Security
FEB, Selection of Architectural, Engineering and Land Surveying Services
FEC, Selection of Construction Management Services
FED, Selection of a Construction Manager at Risk
FEE, Selection of a Design-Build Contractor
FEF, Construction Contracts Bidding and Awards
GBCA, Staff Conflict of Interest

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Legal Refs: §§ 8.285 - .291, .675 - .687, 34.073 - .080, .350 - .359, .375, 105.458, ~~161.855~~,
162.301, 170.041, 171.181, 177.082 - .088, 285.530, 292.675, 393.310,
432.070 - .080, RSMo.
5 C.S.R. 30-4.030, 680.010
2 C.F.R. §§ 200.317 - .322
7 C.F.R. §§ 210.16, .21, 220.16
40 C.F.R. Part 247
47 C.F.R. § 54.503
Mercantile Bank of Illinois v. School Dist. of Osceola, 834 S.W.2d 737 (1992)

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: GBAD
Basic

TELEWORK

For the purposes of this policy, telework is defined as a flexible work arrangement where employees perform some or all of their job duties from home or another approved worksite. Employees who are approved to telework are considered present for attendance purposes.

In general, the Fulton School District No. 58 prefers that employees perform their duties at their assigned district buildings or offices to build relationships with students and families, ensure appropriate supervision and enable collaboration with coworkers. However, there are some positions that require employees to occasionally work remotely. There are other occasions where telework might increase district and student access to qualified employees, decrease absenteeism, be an appropriate accommodation for a disability or be a necessary alternative to closing district operations completely during an emergency.

Telework is not an entitlement and, unless there is a district emergency or disruption of operations, will be approved only when the district benefits from the arrangement and employees can effectively complete their job duties remotely. Teleworking employees will be held to the same performance expectations as other employees and are expected to follow all district policies, procedures and supervisor directives. The superintendent or designee may revise or withdraw permission to telework.

The Board directs the superintendent or designee to create procedures to implement this policy.

District Emergency or Disruption of Operations

The district may include telework in its emergency operations plan. If the district determines that a school building must close due to inclement weather, an epidemic or another emergency or disruption in district operations, an employee may be required to telework. While these situations are not common, telework is an essential function of an employee's position if the district determines that such work is necessary to maintain district operations. The superintendent or designee will include telework requirements in employee job descriptions.

When telework is necessary, the district will provide employees with equipment and reasonable supports to assist with the transition. When telework is considered an essential function of an employee's position, an employee may be disciplined or terminated for refusing to work remotely or may be required to use paid leave days when available.

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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.

FILE: GBAD
Basic

REFERENCE COPY

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
EHB, Technology Usage
EHBA, Data Governance and Security
IC, Academic Calendar
JO, Student Records

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: GBCA
Critical

STAFF CONFLICT OF INTEREST

All employees of the Fulton School District No. 58 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.

Purchases Involving Federal Funds

In addition to the requirements of this policy, the provisions of policy DJFA and related procedures must be followed when federal funds are used.

Definitions

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

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

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

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

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

FILE: GBCA
Critical

REFERENCE COPY

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

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

Independent Contractor Services

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

Additional Prohibitions

1. 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.
5. An employee will not attempt to directly or indirectly influence any district decision when the employee knows the result of the decision may be the district's acceptance 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.

REFERENCE COPY

FILE: GBCA
Critical

6. An employee will not use his or her position with the district to influence purchases made by students or parents/guardians that result in the financial gain of the employee, the employee's spouse, the employee's dependent children or businesses with which they are associated, unless authorized by the Board of Education.
7. 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 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 created by employees in their employment capacities, unless authorized by the Board of Education.
8. 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.
9. 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 from an individual student, parent/guardian, vendor, vendor's representative or any person who does or is attempting to do business with the district unless authorized by the Board or the employee's immediate supervisor. For the purposes of this policy, a gift has a "substantial value" if it is worth more than \$100. Gifts include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf valued in excess of the amount set by the Board. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.

Use of Confidential Information

Employees shall not use or disclose confidential information obtained in the course of or by reason of their employment in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which they are associated or any other person. Even when there is no financial gain involved, misuse of confidential information or failure to keep information confidential violates Board policy and could also violate state and federal law.

FILE: GBCA
Critical

REFERENCE COPY

Administrative and Executive Employees

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

1. 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.
2. 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.

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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:

Revised:

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

MSIP Refs: G-1

REFERENCE COPYFILE: GBCA
Critical

Legal Refs: §§ 105.450 - .458, .462, .466 - .467, .472, 168.114, .126, ~~171-181~~, RSMo.
 2 C.F.R. §§ ~~200.22, .23, .38, .92~~, .112, .113, .317, .318, .338

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: HPA **GBCBA**

Critical

EMPLOYEE WALKOUTS, STRIKES AND OTHER DISRUPTIONS

The Board is committed to peacefully resolving labor issues, but **the Board** will not hesitate to act if district operations or the student learning environment are disrupted. No employee shall engage in any strike, walkout, work slowdown, stoppage or interruption of work, work-to-rule, boycott, refusal to cross any picket line, sit-down, **picketing**, **sit-in, walk-out**, sick-out, **concerted refusal to work** or any other practice that disrupts the school environment or **interferes with** district operations. This prohibition includes sympathy strikes or other disruptive actions taken in support of a different bargaining unit in the district or elsewhere.

In the event of a disruption, the superintendent or designee is authorized to contact an attorney to seek court intervention, compensation or any other recourse in accordance with law. Any employee participating in disruptive acts will be deemed to have engaged in a serious violation of Board policy, will be considered excessively and unreasonably absent from duties, and may be terminated or otherwise disciplined. The Board may also seek revocation of an employee's license(s). Employees will not be disciplined for actions protected by law.

During a strike, work stoppage or other disruption of the district, all employees are prohibited from using paid or unpaid leave unless the leave is required by law or unless the employee provides evidence satisfactory to the district of the need for the leave. The Board also reserves the right to revoke previously approved vacation leave, personal leave or other optional leaves.

The superintendent or designee is directed to develop an emergency plan to be used in the event of a strike, work stoppage or other disruption to the educational environment. The superintendent or designee may reassign employees as necessary to keep schools operating and may hire replacement employees in accordance with law. If necessary, the superintendent may close schools with the understanding that all education facilities will be reopened as soon as practical.

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

Adopted: 03/09/2011

Revised:

Cross Refs: ~~GBCB, Staff Conduct~~
~~———— GBCBC, Staff Absences and Tardiness~~
~~———— GCBDA, Professional Staff Short-Term Leaves~~

FILE: HPA **GBCBA**

Critical

REFERENCE COPY

~~_____ GCPE, Termination of Professional Staff Members~~
~~_____ GDBDA, Support Staff Leaves~~
~~_____ GDPD, Suspension of Support Staff Members~~
~~_____ GDPE, Nonrenewal and Termination of Support Staff Members~~
~~_____ HA, Negotiations with Employee Representatives~~
~~_____ HH, Teacher Negotiating Representatives~~

Legal Refs: Mo. Const. art. I, § 29
 §§ 105.500 - .530**98**, 168.114, .116, RSMo.
Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist., 223 S.W.3d 131 (2007)
Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)
Karney v. Mo. Dept. of Labor and Indus. Rel. ___ S.W.3d ___ (2020)
 U.S. Const. amend. I

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: GBEBB
Critical

EMPLOYEE ALCOHOL AND DRUG TESTING (District Provides Transportation Services)

Provisions Applicable to All Employees

Alcohol and Drug Prohibitions

No employee may manufacture, use, possess, sell, distribute or be under the influence of alcohol or drugs in violation of the district's Drug-Free Workplace policy. All employees may be tested for alcohol and drugs if the district has reasonable suspicion that the employee has consumed alcohol or drugs in violation of Board policy.

Program Coordinator

The superintendent or designee will serve as the program coordinator to implement the district's alcohol and drug testing program of the district within the guidelines of this policy.

Training

All staff who have supervisory duties over other staff members will be provided training on the effects of drug and alcohol use. The training will include physical, behavioral, speech and performance indicators of drug and alcohol use. Supervisors of employees who operate district transportation will be trained in accordance with federal law.

Testing Program

The district will use testing facilities with appropriately trained personnel for alcohol and drug testing. The district's drug and alcohol testing program shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The specimen collection procedures and chain of custody shall ensure that specimen security, proper identification and integrity are not compromised.

Refusal to Submit to Tests

Drug or alcohol tests administered pursuant to this policy are mandatory. An employee refuses to submit when he or she fails to provide adequate breath or urine for testing when notified of the need to do so or engages in conduct that clearly obstructs the testing process.

FILE: GBEBB
Critical

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Consequences

Employees who refuse to submit to a test, who test positive for prohibited substances or who take deliberate action with the intent to falsify test results will be subject to discipline, including termination, in accordance with Board policy and law.

Treatment

In addition to any disciplinary action taken, the district will provide employees a list containing the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs when employees have a positive drug or alcohol test, refuse to take a test or otherwise request information about substance abuse treatment.

District Records and Reports

Alcohol and drug test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee shall receive copies of any records pertaining to his or her use of alcohol or drugs, including any records pertaining to his or her tests. Test records shall be maintained with the separate medical files of each employee. The district shall maintain records and reports of its alcohol and drug prevention program as required by law.

Records of drug and alcohol tests and other related records shall be made available to a subsequent employer only as expressly requested in writing by the employee.

Notification to Employees

The program coordinator shall ensure that all employees receive written materials explaining the district's drug and alcohol misuse prevention program, including copies of or access to applicable policies, procedures or handbooks.

Employees shall sign statements certifying that they have received the materials.

Provisions Applicable to Drivers

In addition to the drug testing provisions applicable to all employees, the Fulton School District No. 58, which employs operators of commercial motor vehicles ("drivers"), is required to implement a drug and alcohol testing program that fulfills federal requirements. The district will use laboratories certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis. This comprehensive program shall include conducting pre-employment drug testing and reasonable suspicion, random and post-accident testing for use of alcohol or drugs by drivers; notifying drivers of the requirements and consequences of the program; maintaining

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FILE: GBEBB
Critical

appropriate records; participating in the Commercial Driver's License Drug and Alcohol Clearinghouse; and complying with the Missouri Department of Revenue's reporting requirements.

As required by law, no driver shall report for duty within four hours of using alcohol. No driver required to take a post-accident test shall use alcohol for eight hours following the accident or until he or she undergoes a post-accident alcohol test, whichever comes first.

~~Records of drug and alcohol tests and other related records shall be made available to a subsequent employer only as expressly requested in writing by the employee.~~

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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: 06/15/2011

Revised:

Cross Refs: EEA, Student Transportation Services

Legal Refs: § 287.120, RSMo.
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. § 31306
Controlled Substances Act, 21 U.S.C. § 802(6)
49 C.F.R. Parts 40, 382, and 383

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: GCBA
Critical

PROFESSIONAL STAFF COMPENSATION

The Fulton School District No. 58 needs highly qualified employees to accomplish its education mission and must offer competitive compensation to attract and maintain experienced professional staff in the district. The Board directs the superintendent or designee to annually research regional and statewide trends in employee compensation and consult with district employees to prepare competitive salary schedules and salary recommendations for the Board to consider, within the constraints of the district's finances. Only the Board has the authority to increase an employee's regular compensation or grant employees an extra-duty position or stipend.

As required by law, teachers will be paid in accordance with a **Board-adopted** salary schedule ~~adopted by the Board of Education~~. All full-time teachers will be paid at least the minimum teacher's salary as required in state law. Noncertificated professional staff and certificated staff members other than teachers will receive the amount of compensation approved by the Board for particular positions.

All Professional Staff Salary Schedules

The Board is required to adopt salary schedules for the compensation of teachers and may use a salary schedule to compensate administrative and noncertificated professional staff. When creating a salary schedule, the Board may recognize characteristics beneficial to the district, such as certification in high-need areas, in addition to traditional factors, such as experience and education.

The following rules apply to all district **professional staff** salary schedules unless determined otherwise by the Board:

1. The Board will make every effort to adopt salary schedules prior to the statutory deadline for issuing teacher and administrator contracts, but salary schedules and other compensation must be determined along with the district budget no later than June 30. Any **Board-adopted** salary schedule ~~adopted by the Board~~ will remain in effect and continue to operate until the Board **takes** ~~is taken~~ action to change or eliminate the salary schedule.
2. The Board may freeze the operation of the salary schedule when warranted by the financial condition of the district or **for** other relevant reasons, as determined by the Board. Once a salary schedule is frozen, employees will not advance on the salary schedule until ~~a vote is taken by the Board~~ **authorizing votes to authorize** movement on the salary schedule. **If the salary schedule is frozen for more than one year before the Board authorizes movement, employees will advance to the next step for which they were eligible at the time the schedule was frozen unless the Board determines that it is financially feasible to allow employees to move through all steps missed while the schedule was frozen. Alternatively, the Board may adopt a new salary schedule that accurately reflects the salary associated with the appropriate years of service.**

FILE: GCBA
Critical

REFERENCE COPY

3. An employee may not advance more than one step vertically and one column horizontally per year on the salary schedule unless such movement is allowed by the **Board-adopted** rules ~~adopted by the Board~~ and is uniformly applicable to that particular salary schedule or is otherwise approved by the Board.
4. An employee cannot progress on the salary schedule after entering into a contract for a school year unless such movement is specifically authorized in the contract.
5. Certificated salary schedule advancement vertically or by annual step requires completion of the State of Missouri Professional Development requirements for the area of certification and/or assignment.

Certificated salary schedule advancement horizontally or by column requires completion of an advance degree(s) in education.

6. The district ~~will~~ **may** recognize up to ten years of ~~similar~~ **an employee's** previous experience ~~of an employee~~ when placing that employee on the salary schedule. The Board delegates to the superintendent or designee the authority to set guidelines on which previous experiences qualify. In addition, the district may recognize military service or work experience that the district considers beneficial to the position. ~~It is the employee's responsibility to~~ **Employees are responsible for** fully ~~appraise~~ **appraising** the district of ~~his or her~~ **their** relevant background **experiences** when first ~~being~~ employed in the position. Once the employee is initially placed on the salary schedule, the district is under no obligation to review the placement.

Teacher Salary Schedules

The salary a teacher will receive will be determined at the time the teacher contracts with the district, or prior to the start of the school year if compensation for graduate credit or professional development is allowed.

In accordance with law, participation in a certified teacher externship program will qualify for movement on the salary schedule to the same extent and in the same manner as other graduate-level course credit.

Compensation for Extra Duties

Additional duties, such as supervising activities, may be assigned to professional staff without additional compensation. In some situations and with Board approval, **the district may provide** an employee ~~may be provided with~~ extra-duty compensation or a stipend to compensate the employee for performing additional duties. In those situations, **the Board will determine** the amount of

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FILE: GCBA
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compensation, ~~will be determined by the Board and~~ which may be set by adopting an extra-duty salary schedule or approving a specific amount for the position.

Employee Responsibility

Employees are responsible for verifying that their salary schedule placement, compensation rate and paychecks are accurate. ~~An employee is~~ Employees are required to notify the district within 30 days of receiving an inaccurate payment, and failure to do so could lead to discipline, forfeiture of amounts owed or deductions for excess pay received, as allowed by law.

Compensation Disbursement

In general, professional staff will be paid in equal installments over 12 months, even if the employee's regular work schedule is less than 12 months. However, payment for extra duties that are seasonal or limited to a specific timeframe may be paid in the month the work was performed.

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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: 06/15/2011

Revised: 01/18/2017; 03/11/2020;

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
DLB, Salary Deductions
HA, Negotiations with Employee Representatives

Legal Refs: §§ 163.172, 168.025, .101, .110 (2), RSMo.
Equal Pay Act, 29 U.S.C. § 206(d)

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: IC
Critical

ACADEMIC CALENDAR

The Board recognizes the relationship between attendance and student achievement and directs the superintendent or designee to develop and present to the Board for approval an academic calendar designed to maximize student attendance that is aligned with the district's student achievement goals. In addition, the academic calendar will include sufficient time for high-quality professional development for staff. The academic calendar recommended to the Board may exceed the minimum legal requirements if necessary to achieve these goals.

The district will also create a calendar that details the days district staff are expected to work and days when district schools or offices will be closed.

Requirements

In accordance with Missouri law, the first day of school for students shall be set no earlier than 14 calendar days prior to the first Monday in September. The calendar will provide for a minimum of 1,044 hours of actual student attendance (522 hours for kindergarten students) during a school term, excluding summer school. The school year runs from July 1 to June 30.

Attendance hours will be counted only if the students are under the guidance and direction of teachers engaged in the teaching process. The district may choose to offer different academic calendars for different groups of students. The specific daily opening and closing time for individual schools or grade levels may vary.

Canceled School and Make-Up Days

The academic calendar will include 36 make-up hours for possible loss of attendance due to inclement weather as defined in state law. If the district uses these 36 make-up hours and still does not meet the minimum attendance requirements, it will make up half the number of hours lost or canceled in excess of 36 hours as necessary to meet the required 1,044 hours. However, the district is not required to make up more than a total of 60 hours.

~~Days that the district's schools are closed for reasons other than inclement weather will be made up in accordance with state law and as recommended by the superintendent and approved by the Board.~~

The Board strongly recommends that parents/guardians and employees refrain from making vacation and other travel plans without considering the possibility that the school term will end later than anticipated due to required make-up hours.

The superintendent or designee has the authority to make the final decision to close school buildings on a day-to-day or short-term basis due to inclement weather or other emerging or emergency situations where the safety of employees or students could be at immediate risk or the district does

FILE: IC
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REFERENCE COPY

not have the necessary resources available to educate students in the school buildings. The Board will make the final decision on amendments to the Board-adopted calendar, school closures that are expected to last longer than a week, and decisions to end the school year early.

Alternative Methods of Instruction when School Is Canceled

The district will develop and maintain a plan for educating students during times when school buildings must be closed. Such planning will particularly address potential long-term school building closures. In accordance with law, the superintendent or designee ~~may~~ will seek approval of alternative methods of instruction for the plan from the Department of Elementary and Secondary Education, in accordance with law. If approved, these methods may be used to avoid lost hours of instruction and make-up days. Any alternatives proposed will ensure rigorous instruction of students that is equivalent to the instruction missed due to canceled 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.

Adopted: 06/15/2011

Revised: 04/11/2012; 02/13/2019; 01/15/2020;

Cross Refs: BDDA, Notification of Board Meetings
BDDB, Agendas
EBC, Emergency Drills
GBAD, Telework
GCBDA, Professional Staff Short-Term Leaves
GDBDA, Support Staff Leaves
JED, Student Attendance Absences and Excuses

Legal Refs: §§ 160.011, .041, 163.021, 171.031 - .033, RSMo.

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: IHB
BasicCritical

CLASS SIZE

The Board of Education is aware that class size impacts student achievement, and the Board directs the superintendent to work with the administrative staff to assign a reasonable number of students to each class and building in the district.

The Board will adopt target class sizes for the various grade levels after considering the recommendations of the superintendent or designee. The superintendent or designee will annually review these target class sizes and recommend changes when necessary. ~~Therefore, the Board adopts the following standards for class size within the district:~~

_____K-1	_____2-3	_____4-5	_____6-12
_____18-21	_____20-23	_____22-25	_____175 per grade level

The Board understands that achieving these targets is dependent upon the financial, physical and staffing resources available to the district and that the district might be required to exceed its target class sizes in some instances in order to educate its resident students. However, the Board will not admit a nonresident student or allow a transfer from another district school if the admission would cause the district to exceed the target class sizes or student-to-teacher ratios unless required by law to do so.

The superintendent or designee may modify the target class size in situations where the classroom is substantially smaller than the average classroom or when other staffing or physical limitations exist. The superintendent or designee may also modify the target class size when necessary for specialized instruction or in situations where equipment is limited, such as music, art, drama, computer or specialized science courses.

Class Size Limits for Transfers Due to Accreditation

If the district becomes unaccredited or a school district in the same or an adjoining county becomes unaccredited and students are eligible to transfer into a district school by law, the district will allow such transfers as long as they do not result in a class size and assigned enrollment that exceeds the standards set by the Missouri School Improvement Program's Resource Standards.

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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.*

FILE: IHB
 BasicCritical

REFERENCE COPY

Adopted: 06/11/2014

Revised: 01/18/2017;

Cross Refs: DFI, Setting Tuition for District Programs
 JCB, Transfers within the District
 JECA, Admission of Students Eligibility to Enroll

Legal Refs: § 167.895, RSMo.
Turner v. Clayton, 318 S.W.3d 660 (2010)

Fulton School District No. 58, Fulton, Missouri

REFERENCE COPY

FILE: IKF
Critical

GRADUATION REQUIREMENTS

The Board of Education for the Fulton School District No. 58 establishes the following graduation requirements as a condition of receiving a diploma. The superintendent or designee will regularly communicate these requirements to students and parents/guardians and recommend modifications to the Board when necessary.

Requirements

A student must meet the following requirements in order to graduate from the Fulton School District No. 58, unless otherwise exempted. The student must:

1. Complete a total of 24 credits, including credits required by the State Board of Education.
2. Pass examinations on the provisions and principles of American history, American institutions, American civics, and the Missouri and U.S. Constitutions. (§§ 170.011, .345, RSMo.)
3. Successfully complete a course of instruction of at least one semester in length on the institutions, branches and functions of the government of the state of Missouri, including local governments, the U.S. government and the electoral process. (§ 170.011, RSMo.)
4. Have earned credit in the Fulton School District No. 58's educational program between the ninth and twelfth grades.
5. Have taken all required end-of-course (EOC) examinations. (DESE Graduation Guidance)
6. Have received 30 minutes of cardiopulmonary resuscitation (CPR) instruction and training in the proper performance of the Heimlich maneuver or other first aid for choking. (§ 170.310, RSMo.)

Exceptions

1. Graduation requirements for a student with a disability receiving special education services pursuant to the Individuals with Disabilities Education Act (IDEA) may be determined according to the student's individualized education program (IEP). Any specific graduation requirement may be waived if recommended by the student's IEP team. (DESE Graduation Guidance)
2. Students transferring from other Missouri school districts or charter schools, private or parochial schools, home schools, unaccredited schools, and schools in other states or countries will have their credits transferred in accordance with guidance from the

FILE: IKF
Critical

REFERENCE COPY

Department of Elementary and Secondary Education (DESE) and may have some graduation requirements waived depending on the circumstances. (DESE Graduation Guidance)

3. The district will waive the requirement to pass examinations on the provisions and principles of American history, American institutions and the Missouri and U.S. Constitutions for students who transfer from a school outside Missouri if they can document the successful completion of a course of instruction in the institutions, branches and functions of state government, including local governments, the U.S. government and the electoral process. Such instruction must have been completed in grades nine through twelve. The district will waive the requirement to pass a civics examination when recommended by the student's IEP team. (§ 170.011, RSMo., DESE Graduation Guidance)
4. Graduation requirements for foster care students will be modified or waived in accordance with law and Board policy IGBE. (§ 160.1990, RSMo.)
5. Students in the household of an active duty member of the military, including students in the household of certain veterans who are deceased or injured as defined by law, who transfer to the district may have graduation requirements modified or waived in accordance with law. (§ 160.2000, RSMo.)
6. Eligible students who successfully complete the Missouri Option Program will be awarded a high school diploma. (5 C.S.R. 20-500.330)

Earning Credit, Substituting Credit and Alternatives

1. The superintendent or designee is directed to assign credit values for courses offered by or through the school district and to develop formulas and procedures for awarding credit to students who transfer from a district that uses a different standard for awarding credit.
2. The Fulton School District No. 58 recognizes units of credit obtained through accredited schools and school districts, including credits earned through courses delivered primarily through electronic media, such as online courses. For the purposes of this policy, an "accredited school" is a Missouri public school, a Missouri charter school, the Missouri Course Access Program (MOCAP); a private agency where students with disabilities are placed by a public school; or any school or school district accredited by the Missouri State Board of Education, AdvancED or the Independent Schools Association of the Central States (ISACS). If a school or school district is located in another state, that school or school district must be accredited by that state's department of education, AdvancED, ISACS or the equivalent organizations. (§ 161.670, RSMo., DESE Graduation Guidance)
3. Students may earn advanced-standing credit by successfully completing high-school-level courses prior to entering the ninth grade. Advanced-standing credit may be counted toward

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meeting all graduation requirements, including state minimum requirements. (DESE Graduation Guidance)

4. The district may waive one unit of academic credit in English language arts, mathematics, science or social studies, whichever is most appropriate, for students who successfully complete an eligible three-unit career/technical program. Students must request this credit waiver prior to enrolling in the career/technical program for which the waiver is sought. Students must take the end-of-course exam required for any waived course. Unless otherwise waived by law, students who waive a social studies unit under this section are still required to complete a course of at least one semester in length on the institutions, branches and functions of the government of the state of Missouri, including local governments, and of the government of the United States and the electoral process. Students are also required to meet state requirements regarding American civics. (DESE Graduation Guidance)
5. In addition to the waiver of credit above, a student may fulfill one unit of academic credit with a district-approved agriculture or career and technical education course for any English language arts, mathematics, science or social studies unit required for high school graduation in any combination up to fulfilling one requirement in each of the four subject areas. The substitution may not be made for courses that require an end-of-course assessment. Unless otherwise waived by law, students who waive a social studies unit under this section are still required to complete a course of study of at least one semester in length covering the institutions, branches and functions of the government of the state of Missouri, including local governments, and of the government of the United States and the electoral process. Students are also required to meet state requirements regarding American civics. (§ 170.017, RSMo.)
6. ~~The district may allow a~~ A student ~~may to~~ fulfill ~~one credit of~~ any district-required mathematics, science or practical arts unit with a district-approved computer science course ~~as long as if~~ the student has taken or is on track to take all courses that require end-of-course examinations for math and science. The district will notify all students relying on this provision that some institutions of higher education may require four units of academic credit in mathematics for college admission. The district will require the parent, guardian or legal custodian of each student to acknowledge in writing that taking a computer science course to fulfill a unit of academic credit in mathematics may have an adverse effect on college admission decisions. (§ 170.018, RSMo.)
7. Students may earn credit for a subject that has been embedded into another subject-area course in accordance with guidelines established by DESE. (DESE Graduation Guidance)
8. The superintendent or designee may approve credit earned on a proficiency basis if a student is able to demonstrate mastery of the competencies for a particular course and if state

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requirements are met for a quality, competency-based credit system. (DESE Graduation Guidance)

9. Students may earn credit by other means as approved by the Board and in accordance with law.
10. Letter grades for students who transfer into the Fulton School District No. 58 will be confirmed with the sending school. GPA points for each course accepted for transfer will be assigned based only on the letter grade provided by the sending school where credit was earned. If the sending school course is flagged as an honors class, the weighted GPA of FPS will apply.

Diplomas and Certificates

Students who complete the district's graduation requirements or are otherwise entitled to a diploma in accordance with law and district policy will receive a district diploma.

District Diploma for Coursework Completed in Other Districts

In accordance with law and DESE guidance, the district may be required to issue a diploma to students who did not complete their education in the district but who graduated based on the district's graduation requirements. Such circumstances include, but are not limited to, situations where a foster student transfers from the district to another school or district or a student in the household of an active duty member of the military transfers to another district, in accordance with law. (§§ 160.1990, .2000, 167.019, RSMo.)

Diplomas from Other Districts

Students in the household of an active duty member of the military, including students in the household of certain veterans who are deceased or injured as defined by law, who transfer to the district at the beginning of or during their senior year and who will not meet the graduation requirements of the district by the end of the senior year may receive a diploma from the school district they are transferring from if they are able to meet the graduation requirements of that district. (§ 160.2000, RSMo.)

Foster care students who enroll in the district at the beginning of or during their senior year who cannot meet the district's graduation requirements by the end of the senior year, even after all alternatives have been considered, may receive a diploma from the previous school attended if they are eligible to receive a diploma from the previous school. (§ 160.1990, RSMo.)

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Certificate of Attendance

Students with disabilities who reach age 21 or otherwise terminate their education and who have met the district's attendance requirements but have not completed the requirements for graduation may receive a certificate of attendance as directed by the student's IEP team. (DESE Graduation Guidance)

Career and Technical Education Certificate

In addition to receiving their graduation diploma, students may earn a career and technical education certificate (CTE) if they meet the standards created by the State Board of Education. (§ 170.029, RSMo.)

Seal of Biliteracy

The district may award a Missouri Seal of Biliteracy to students who have attained proficiency in English and at least one other language before high school graduation in accordance with rules established by DESE.

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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: 06/15/2011

Revised: 04/10/2013; 03/22/2017; 03/14/2018; 02/13/2019; 01/15/2020;

Cross Refs: JECC, Assignment of Students to Grade Levels/Classes

MSIP Refs: R-3

Legal Refs: §§ 160.1990, .2000, 161.670, 167.019, 170.011, .017, .018, .029, .310, .345,
171.171, RSMo.
5 C.S.R. 20-100.190, .230, ~~500.330~~

Fulton School District No. 58, Fulton, Missouri

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~~INTRADISTRICT TRANSFERS~~ **WITHIN THE DISTRICT**

The Board will establish attendance areas for all of the district's school buildings, and students who live within an attendance area will be required to enroll in the designated building unless one of the following exceptions applies.

Reassignment

The superintendent or designee may reassign a student to a different building for the health, safety or welfare of the student, to maintain discipline and safety in the schools, to better meet the educational needs of the student or to address overcrowding in school.

Students with Disabilities

Students with disabilities may be assigned to attend a school outside their attendance area by their Section 504 team or pursuant to their individualized education programs (IEPs). Administrators participating in these decisions will notify the admissions office as soon as the decision is made to place a student outside his or her attendance area.

Homeless Students and Students in Foster Care

As required by law, students placed in foster care or students who qualify as homeless may attend or continue to attend the school of origin when it is determined that it is in the student's best interest, even when the student is placed in a home or temporarily resides in a home in another attendance area or in another school district.

Transfer Requests

~~A student or his or her parent/guardian may submit a request to transfer the student to a different district school. Student transfer requests must be submitted~~ **Students who wish to transfer to a different district school, or their parents/guardians, must submit a transfer request to the district school prior to the beginning of the new semester, and Granting of such transfer requests will be contingent on available space and eligibility as determined by the district. Once a Student has who have begun attendance at a school, he or she cannot transfer to another school until the next semester begins unless the student's their residence changes to a new attendance area or unless otherwise required by law. Transportation will not be provided to students transferring to schools outside the student's their designated attendance area unless required by law.**

Transfers Due to Accreditation Status

In accordance with law, if the Missouri State Board of Education declares the Fulton School District No. 58 unaccredited, a student who has been enrolled in and attended a district attendance center that

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has an annual performance report score consistent with a classification of unaccredited may transfer to another eligible school in the district with the capacity to receive the student. The student must have attended the attendance center for the full semester prior to requesting the transfer. The superintendent or designee will coordinate the transfers in accordance with law.

Students who choose to attend a district school with admission requirements or a competitive entrance process, such as a magnet school or an academically selective school, must meet the admission requirements in order to attend.

Transfers Allowed by Federal Law

Students enrolled in a school identified as persistently dangerous pursuant to federal and state law may transfer to another public school within the district that has not been so identified. A student who has been a victim of a violent criminal offense on school property as defined by state regulation may transfer to another public school in the district upon request.

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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: 06/15/2011

Revised: 04/10/2013; 03/22/2017;

Cross Refs: FC, School Closings, Consolidations and Reorganizations
IGBA, Special Education
IGBCA, Programs for Homeless Students
IGBE, Students in Foster Care
IHB, Class Size

Legal Refs: §§ 162.1190, 167.895, RSMo.
5 C.S.R. 20-100.210
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 - 1417
The Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
The Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6311, 7912
McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431 - 11435

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34 C.F.R. Part 104

34 C.F.R. Part 300

Fulton School District No. 58, Fulton, Missouri

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~~INTERDISTRICT TRANSFERS~~ **OUTSIDE THE DISTRICT** (K–12 Districts)

The Fulton School District No. 58 provides an excellent education to students within the boundaries of the district, near the students' homes and families, and therefore does not encourage or support interdistrict transfers **outside the district** except in the following situations.

Specialized Services

On occasion, students with disabilities require specialized services that are not offered in the Fulton School District No. 58 or are more efficiently offered in another district. In those situations, and at the discretion of the district, the district may contract with another district to provide the necessary services to the student. The student will stay enrolled in the Fulton School District No. 58.

Residential Placements in other Districts

When a resident student of the Fulton School District No. 58 is placed in programs or facilities in another district by the Missouri Department of Mental Health, the Department of Social Services or a court order, and the placement results in the student living in a different district, the student is still considered a resident of the Fulton School District No. 58, but the district in which the student is living is responsible for educating the student. The Fulton School District No. 58 will pay the educating district an amount equal to the average sum produced per child by the Fulton School District No. 58's local tax effort.

Homeless Students and Students in Foster Care

In accordance with law, when it is in the best interest of a student who is in foster care or identified as homeless to attend his or her school of origin and that school is in another district, the Fulton School District No. 58 will assist the other district with the transfer and provide transportation when required to do so.

Transfers Due to Accreditation Status

In accordance with law, if the Missouri State Board of Education declares the Fulton School District No. 58 unaccredited, any student who is eligible to transfer but is not able to do so within the district may apply to the Department of Elementary and Secondary Education (DESE) to transfer to an eligible attendance center located within an accredited district in the same county as Fulton School District No. 58 or an adjoining county or an eligible charter school located within the same county as the Fulton School District No. 58 or an adjoining county. The district will pay tuition to the receiving school district or charter school and will provide transportation to at least one receiving school district or charter school designated by DESE.

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Loss of Accreditation

~~In accordance with law, if the Missouri State Board of Education declares the Fulton School District No. 58 unaccredited, the district will pay the tuition for resident students to attend an accredited Missouri public school or an approved charter school in the same county as the Fulton School District No. 58 or an adjoining county. The student must be currently enrolled in the Fulton School District No. 58 or the parent/guardian must first register with the district and verify residence in the district. The parents/guardians must notify the Fulton School District No. 58 annually by February 1, in writing and on a form provided by the district, that they are seeking transfer of the student to another district. The Fulton School District No. 58 will not recognize the transfer or pay tuition for the transfer unless these steps are followed. All parents/guardians of transfer students under this section must annually verify residence with the Fulton School District No. 58 before the district will recognize the transfer.~~

~~In accordance with law, the district will designate one or more accredited districts or approved charter schools to which the district will provide transportation. Parents/Guardians seeking to send a student to an eligible accredited district or approved charter school to which the Fulton School District No. 58 does not provide transportation are responsible for providing the student's transportation, but the district will pay the tuition.~~

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

Adopted: 03/22/2017

Revised:

Cross Refs: IGBA, Special Education
IGBCA, Programs for Homeless Students
IGBE, Students in Foster Care

Legal Refs: §§ 167.126, .131, .132, .241, .895, .898, RSMo.
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 - 1417
34 C.F.R. Part 300
McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431- 11435
The Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794

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34 C.F.R. Part 104

Breitenfeld v. Sch. Dist. of Clayton, 399 S.W.3d 816 (Mo.banc 2013)

Fulton School District No. 58, Fulton, Missouri

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~~ADMISSION OF STUDENTS~~ **ELIGIBILITY TO ENROLL** (District Allows Tuition-Paying, Nonresident Students to Enroll and Attend)

The Fulton School District No. 58 encourages all eligible students to enroll in the district. The superintendent or designee will develop an admission process that meets legal requirements and is efficient and welcoming to parents/guardians and students.

Enrollment

In general, in order to enroll **a student** in the Fulton School District No. 58, a student, the parent, legal guardian, military guardian, person acting as a parent or the student must provide proof of legal residency in the district or request a waiver of proof of residency (as outlined in this policy) and must complete all admission requirements as determined by Board policies, regulations and procedures. **Students whose parents/guardians are being relocated to Missouri under military orders and who are registering remotely are required to provide proof of residency within ten days of the student's actual attendance in the district.**

Students who do not provide proof of residency in the district will ~~only~~ be admitted without payment of tuition **if only as** permitted in this policy or required by law. This district allows nonresident students living in Missouri who are otherwise entitled to attend the Fulton School District No. 58 to enroll in and attend this district upon payment of tuition.

~~The Board directs the superintendent or designee to create procedures for enrolling students and for collecting tuition or other payments when applicable and authorized under this policy.~~

Resident and Nonresident Students

A student is a "resident" student if he or she meets at least one of the following criteria:

1. The student physically resides and is domiciled in the district. The domicile of a minor child shall be the domicile of a parent, military guardian pursuant to a military-issued guardianship or court-appointed legal guardian. A "power of attorney" document alone, with the exception of a special power of attorney document relevant to the guardianship of a child in the household of an active duty member of the military, is insufficient to satisfy the "court-appointed legal guardian" requirement.
2. The student physically resides in the district for reasons other than obtaining access to the district's schools, regardless of with whom the student is living, and has a waiver of proof of residency on file.
3. **The student will soon physically reside in the district due to relocation to Missouri of one or both of the student's parents/guardians under military orders.**

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Students who do not meet the requirements to be a resident student of the district, as defined in Board policies and law, will be considered nonresidents.

Waiver of Proof of Residency

In cases where a student living in the district wishes to enroll, but the student does not live with a parent, military guardian or court-appointed guardian in the district and is not otherwise allowed by law or a contractual relationship with another district to attend, the student, parent, military guardian, legal guardian or person acting as a parent must request a waiver of proof of residency. Waivers of proof of residency will ~~only~~ be granted **only** on the basis of hardship or good cause. Good cause shall include situations where the student is living in the district for reasons other than attending school in the district. Under no circumstances shall athletic ability be a valid basis of hardship or good cause for the issuance of a waiver.

The Board delegates to the superintendent or designee the responsibility ~~of~~ **for** bringing to the Board's attention any **waiver** application ~~for a waiver~~ in which the student is not clearly entitled to attend school in the district. All other applications will be accepted and granted by the superintendent or designee on behalf of the Board. Once an **waiver** application ~~for a waiver~~ has been identified for Board review, the Board shall convene a hearing to consider the request as soon as possible, but no later than 45 days after the receipt of the waiver request, or else the waiver shall be granted. The Board president may appoint a committee of the Board to act in lieu of the Board to consider waiver requests.

~~Once a waiver of proof of residency has been requested and the superintendent or designee has determined that attendance is in the best interest of the student, the student may be permitted to enroll and attend school until such time as the Board decides to grant or deny the waiver request.~~ **If a waiver request has been forwarded to the Board for review, the superintendent or designee may permit a student to temporarily enroll and attend school until the Board meets to decide whether the waiver request will be granted, if it is determined to be in the best interest of the student.** If the Board grants the waiver request, the student will be allowed to continue attending school in the district. If the Board denies the waiver request, the student shall not be allowed to continue attending school in the district.

In instances where there is reason to suspect that admission of the student will create an immediate danger to the safety of other students and employees of the district, the superintendent or designee may convene a hearing within five working days of the enrollment request to determine whether the student may enroll.

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Students Otherwise Entitled by Law to Enroll

In accordance with law, students will be enrolled and admitted without going through the waiver process when they attend under one of the following conditions, and tuition for these students, when applicable, will be charged in accordance with policy DFI. These conditions include students who:

1. Are considered homeless in accordance with state and federal law (42 U.S.C. § 11431 - 11435; § 167.020, RSMo.).
2. Are attending the district as participants in an interdistrict transfer program established under a court-ordered desegregation program (§ 167.020, RSMo.).
3. Are wards of the state and have been placed in a residential care facility within the district by state officials (§ 167.020, RSMo.).
4. Have been placed in a residential care facility within the district due to a mental illness or developmental disability (§ 167.020, RSMo.).
5. Have been placed in a residential care facility within the district by a juvenile court (§ 167.020, RSMo.).
6. Are assigned to the district by the commissioner of education due to an unusual or unreasonable transportation hardship (§ 167.121, RSMo.). The resident district will pay the tuition.
7. Have been identified as students with disabilities under state eligibility criteria and are in the district for reasons other than accessing the district's educational program (§ 167.020, RSMo.).
8. Have a permanent or temporary home in the district and are orphans, have only one parent living or their parents do not contribute to their support, as long as the students are between the ages of 6 and 20 years old and are unable to pay tuition (§ 167.151, RSMo.).
9. Are children of parents/guardians who pay school taxes on property in the school district but do not live in the district. These students may attend school in the district on a tuition basis and will receive a credit for the school taxes paid (§ 167.151, RSMo.). ~~School taxes paid to the school district by the parents/guardians of nonresident students shall be deducted from the tuition charge applicable to the school term or fractional part thereof, concurrent with the calendar year in which the taxes are paid. The deduction will be prorated among the number of students per family attending the district's schools. A tax statement must be submitted to the superintendent or designee before a student will be admitted.~~

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10. Are children of parents/guardians who own real estate of which 80 acres or more are used for agricultural purposes and upon which their residence is situated. These children may attend school, without paying tuition, in any district in which a part of such real estate, contiguous to that upon which their residence is situated, lies, provided that 35 percent of the real estate is located in the district of choice (§ 167.151, RSMo.). Such parents/guardians are required to send notification by June 30 to all school districts involved specifying which district their children will attend, and the children will only attend the district notified for that school year. If notification is not received, such children shall attend the school in which the majority of the parent's/guardian's property lies.
 11. Have been placed by the Missouri Department of Mental Health, the Missouri Department of Social Services or by court order in facilities or programs located within the district, even if their domicile is in another district (§ 167.126, RSMo.). Tuition will be collected in accordance with policy DFI.
- ~~— The domicile district of a student is the school district where the student would have been educated if not placed in the facility or program. Each domicile district will pay the Fulton School District No. 58 the average sum produced per child by the domicile district's local tax effort. A special school district will pay the average sum produced per child by the local tax efforts of the domiciliary districts. The district may, if such funds are available, receive payment from the Department of Elementary and Secondary Education (DESE) for educational costs that exceed the amount received from the domicile district, state aid and other state funds. In addition, the district may receive payments from DESE in lieu of receiving the local tax effort from the domiciliary district in some situations.~~
12. Are residing in a Missouri school district that has been declared unaccredited by the Missouri State Board of Education (State Board) and that is located in the same county as the Fulton School District No. 58 or an adjoining county (§167.131~~131~~895, RSMo.). The unaccredited district will pay tuition as calculated by the Fulton School District No. 58 or the State Board required by law. The Fulton School District No. 58 is not responsible for providing transportation.
- ~~— The Board will annually set tuition for each grade-level grouping in accordance with law. If an unaccredited district disputes the amount of tuition, the Board will submit the dispute to the State Board for resolution.~~
13. Are living in a district that does not provide education for all grade levels (such as K–6 or K–8 districts) that is located in the same county as the Fulton School District No. 58 or an adjoining county if that district does not provide education for all grade levels, such as K–6 or K–8 districts (§ 167.131, RSMo.). The sending district will pay tuition as calculated by the Fulton School District No. 58 or the State Board. The Fulton School District No. 58 is

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not responsible for providing transportation. Before the district will enroll the student, the student must first enroll in the sending district and verify residency in that district.

~~The Board will annually set tuition for each grade-level grouping in accordance with law. If a sending district disputes the amount of tuition, the Board will submit the dispute to the State Board for resolution.~~

14. Are placed in the care of another person living in the district because one or both of their parents/guardians have been stationed or deployed out of state or deployed within Missouri by the military or because of active duty military service. These students will be allowed to attend school in the district without the payment of tuition (§§ 160.2000, 167.020, RSMo.). In addition, if the active duty orders expire during the school year, the students may finish the school year in the district in accordance with law.
15. Were enrolled in the Fulton School District No. 58 but, due to the active duty military service of a parent/guardian, are placed in the care of a person who resides in another school district. These students will be allowed to continue to attend school in the Fulton School District No. 58 without payment of tuition (§ 160.2000, RSMo.).
16. Attend a private school within the district and are enrolled in the district for the limited purpose of special education identification and the receipt of some special education services when available as mandated by federal special education law (§ 167.020, RSMo.).
17. ~~Have been placed in foster care outside the district if they previously attended the district and are~~ have been placed in foster care in an adjacent district (§ 167.019, RSMo.).
18. Are otherwise required by law to be enrolled and admitted.

Enrollment at the Option of the District

The Board in its discretion may also allow students to enroll and attend under the following circumstances without going through the waiver process. Unless required by law, no student will be enrolled in the Fulton School District No. 58 if the enrollment might result in overcrowding, disruption to the educational environment or a financial hardship to the district.

1. The district may enroll and educate nonresident students on a contractual basis with another school district that will pay the tuition or educational expenses (§ 167.020, RSMo.). For example, students may attend a district alternative education program on a contractual basis or as part of a regional or cooperative education program.
2. The children of nonresident teachers and regular employees may enroll in the district without paying tuition when the resident district is not otherwise liable for tuition (§§ 163.011,

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168.151, RSMo.). In accordance with law, these students will be considered resident students for the purpose of determining average daily attendance, and the Board shall not solicit or receive money from a teacher employed by the district for the purpose of paying tuition or any other expenses for the operation of schools.

3. The district may enroll students pursuant to a contractual arrangement that complies with the Enrollment Option Act **when permitted by law** (§§ 162.1040 - .1059, RSMo.). A nonresident student enrolled pursuant to an enrollment option program shall be counted as a resident student for the purposes of determining state aid.
4. Nonresident students living in Missouri will be permitted to enroll in the district's schools upon payment of tuition as long as the admission will not require the district to exceed the district's target class sizes and student-to-teacher ratios set by the Board. ~~Nonresident students will only be permitted to enroll upon agreement to pay tuition, as calculated by the Fulton School District No. 58 or the State Board, unless the students are exempt from payment of tuition as allowed by law or another arrangement has been made with Board approval. Tuition rates shall be determined annually on the basis of the per-pupil cost for the preceding year for the operation, maintenance and debt service of the schools, as prescribed by state law. A nonresident student shall be defined as a student who does not meet the requirements to be a resident student of the Fulton School District No. 58, as defined in Board policies and law.~~
5. In accordance with law, the district may enroll nonresident students in its summer school program if there is room in the district's program to accommodate the students and the students are not attending summer school in another district (§ 167.227, RSMo.). The district will either count the students as residents for state aid purposes or allow them to attend upon payment of tuition by another district or the parents/guardians.

The district will not enroll nonresident students in summer programs funded entirely by federal funds unless there is an interdistrict agreement to provide those services.
6. Foreign exchange students living within the boundaries of the school district who have obtained a J-1 visa and who are sponsored by an organization listed on the Council on Standards for International Educational Travel (CSIET) Advisory List will be allowed to enroll in the school district. Such enrollment will be conditioned upon approval of the superintendent and in accordance with procedures set forth by the superintendent or designee. The Board of Education reserves the right to limit the number of foreign exchange students enrolled in a given year. Attendance by foreign exchange students is a privilege, not a right.
7. Children residing in institutions located within the district that provide a place of residence for three or more such children whose domicile is not in the state of Missouri may be

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admitted pursuant to a contractual arrangement, provided that the school district, its taxpayers, the state of Missouri or its political subdivisions bear no financial burden as a result of the placement (§ 167.126, RSMo.).

Tuition

The amount of tuition, when referenced in this policy, will be determined by the Fulton School District No. 58 ~~or the State Board~~, in accordance with law and policy.

Removal of Students Ineligible to Attend

The superintendent or designee will investigate any information the district receives indicating that a student is not a resident of the district or not otherwise entitled to attend the district in accordance with law or this policy. If the superintendent or designee determines after the investigation that the student is not a resident of the district and is not otherwise entitled to enroll in and attend the district in accordance with law and the district's policy, the district will notify the student's parents/guardians, ask them to withdraw the student by a specific date, and offer the parents/guardians a hearing. If the parents/guardians do not request a hearing by the specified deadline and do not withdraw the student, the district will formally remove the student from its rolls and notify the parents/guardians that the student may no longer attend school in the district.

Unless otherwise prohibited by law, the district may exclude students from the district's education programs for failure to pay tuition after the responsible party is notified of the delinquency and given a reasonable amount of time to pay the district.

Educational Larceny

It is a crime to provide the district false information regarding residency. The Board authorizes the superintendent or designee to ~~seek~~ **make a** criminal **complaint** and **pursue** civil recourse against any person who **fraudulently asserts or** attempts to fraudulently assert residency in 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.

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Adopted: 06/15/2011

Revised: 03/12/2014; 04/13/2016;

Cross Refs: **DFI, Setting Tuition for District Programs**
IGBCA, Programs for Homeless Students
IGBE, Students in Foster Care
IHB, Class Size

Legal Refs: §§ 160.2000, 162.1040 - .1059, 163.011, 167.019 - .022, .121, .126, .131, .151, .227, .895, .898, 168.151, **431.058**, 475.060, RSMo.
8 U.S.C. § 1101
McKinney-Vento Homeless Education Assistance Improvements Act of 2001,
42 U.S.C. §§ 11431 - 11435
Blue Springs R-IV Sch. Dist. v. School Dist. of Kansas City, 415 S.W.3d 110 (Mo. 2013)
Breitenfeld v. School Dist. of Clayton, 399 S.W.3d 816 (Mo. 2013)
Martinez v. Bynum, 461 U.S. 321 (1983)
Horton v. Marshall Public Sch., 769 F.2d 1323 (8th Cir. 1985)
Washington v. Ladue Sch. Dist. Bd. of Educ., 564 F. Supp. 2d 1059 (E.D. Mo. 2008)

Fulton School District No. 58, Fulton, Missouri

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~~INTERROGATIONS, INTERVIEWS AND SEARCHES~~ OF STUDENTS

The district respects the privacy of students. However, in order to maintain a safe learning environment and properly investigate potential misconduct, district personnel may search student property or district property used by students and, in some limited situations, may require students to undergo drug and/or alcohol testing. All searches will be conducted professionally and in accordance with law. The superintendent or designee is directed to provide staff with appropriate training and is authorized to contact the district's attorney for advice prior to conducting any search.

Searches by ~~School~~ District Personnel

Searches of District Property

Students do not have an expectation of privacy in district-provided property. School lockers, desks, technology and other district property are provided for the convenience of students and, as such, are subject to periodic inspection without notice in accordance with law.

Searches of Student Property

Student property, including vehicles parked on district property, may be searched based on reasonable suspicion of a violation of law, district rules, policy or law other rules applicable to students. Reasonable suspicion must be based on facts known to the administration, credible information or reasonable inference drawn from such facts or information. Searches of student property shall be limited in scope based on the original justification for the search. The privacy and dignity of students shall be respected. Searches shall be carried out in the presence of adult witnesses and not in front of other students, unless exigent circumstances exist when possible.

~~It is a privilege, not a right, to park on school grounds. The school retains the authority to conduct routine patrols of any vehicle parked on school grounds. The interior of a student's automobile on school premises may be searched if the school authority has reasonable suspicion to believe that such a search will produce evidence that the student has violated or is violating either the law or district policy.~~

Searches of Students

If reasonable under the circumstances, district administrators performing a search may require students to empty pockets or remove jackets, coats, shoes and other articles of exterior clothing that when removed do not expose undergarments not otherwise observable.

~~The administration~~ District administrators will contact law enforcement officials to perform a search if ~~the administration~~ they reasonably suspects that a student is concealing controlled substances, drug paraphernalia, weapons, stolen goods or evidence of a crime beneath his or her clothing and the

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student refuses to surrender such items. District administrators may contact law enforcement officials ~~may be contacted~~ for assistance in performing a search in any case in which a student refuses to allow a search or in which the search cannot safely be conducted safely.

~~School~~ District employees, administrators and volunteers, other than commissioned law enforcement officers ~~officials~~, shall not strip search students, as defined in state law, except in situations where an employee reasonably believes that an administrator may conduct such a search if a commissioned law enforcement officer is not immediately available and the administrator has reason to believe that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available.

If a student is strip searched, as defined in state law, by a school employee ~~an administrator~~ or a commissioned law enforcement officer, the district will attempt to notify the student's parents/guardians as soon as possible.

~~During an examination, and if reasonable under the circumstances, school employees may require students to empty pockets or remove jackets, coats, shoes and other articles of exterior clothing that when removed do not expose underwear. Employees may also remove student clothing to investigate the potential abuse or neglect of a student, give medical attention to a student, provide health services to a student or screen a student for medical conditions.~~ For the purposes of this section, the term "strip search" shall not include the removal of clothing in order to investigate the potential abuse or neglect of a student, give medical attention to a student or screen a student for medical conditions.

Drug-Detection Dogs

The district may arrange for law enforcement officials to use professionally trained dogs to detect the presence of drugs on district property. A dog alerting to the presence of drugs will constitute reasonable suspicion for district administrators to conduct a search. Drug-detection dogs will not come into direct contact with students. The superintendent or designee shall develop procedures for the use of drug-detection dogs.

Student Drug and Alcohol Testing

If district personnel have reasonable suspicion that a student is inebriated or has come to school soon after consuming drugs or alcohol, the district may require the student to participate in a drug or alcohol test given by district authorities. If the student refuses to participate, the student may be disciplined as if the student tested positive for the substance.

In accordance with law, the district may implement a random student drug-testing program for students in extracurricular activities.

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School Resource Officers

The **A** school resource officer (SRO) may interview or question students regarding an alleged violation of law. A school resource officer may also accompany school district officials executing a search or may perform searches under the direction of school district officials based on the reasonable suspicion standard. However, the SRO may choose not to participate in the search if the SRO believes that such participation might interfere with the successful future criminal prosecution of the student.

~~Interview with Police or Juvenile Officers/Other Law Enforcement Officials~~

~~Law enforcement officials may wish to interview students regarding their knowledge of suspected criminal activity and may wish to interrogate students who are themselves suspected of engaging in criminal activity. Such interviews and interrogations are discouraged during class time, except when law enforcement officials have a warrant or other court order or when an emergency or other exigent circumstances exist. It is the responsibility of the principal or designee to take reasonable steps to prevent disruption of school operations while at the same time cooperating with law enforcement efforts.~~

~~When law enforcement officials find it necessary to question students during the school day or during periods of extracurricular activities, the school principal or designee will be present and the interview will be conducted in private. The principal will verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the student at school. The principal ordinarily will make reasonable efforts to notify the student's parents/guardians unless the interviewer raises a valid objection to the notification.~~

~~Removal of Students from School by Law Enforcement Officials~~

~~Before a student at school is arrested or taken into custody by a law enforcement official or other legally authorized person, the principal will verify the official's identity. To the best of his or her ability, the principal will verify the official's authority to take custody of the student. The school principal will attempt to notify the student's parents/guardians that the student is being removed from school.~~

~~Interview with the Children's Division~~

~~Representatives of the Children's Division (CD) of the Department of Social Services may meet with students on campus. The district liaison will work with CD to arrange such meetings so they are minimally disruptive to the student's schedule. If the student is an alleged victim of abuse or neglect, CD may not meet with the student in any school building or child care facility where the~~

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~~abuse of the student allegedly occurred. The principal will verify and record the identity of any CD representatives who request to meet with or take custody of a student.~~

~~Contacts by Guardian Ad Litem and Court-Appointed Special Advocate~~

~~When a court-appointed guardian ad litem or special advocate finds it necessary to interview a student during the school day or during periods of extracurricular activities, the school principal or designee must be notified. The principal will verify and record the identity of the individual through the court order that appoints him or her. The interview must be conducted in a private setting and with the least disruption to the student's schedule.~~

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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: 06/15/2011

Revised:

Cross Refs: ECD, Traffic and Parking Controls
ECG, Animals on District -Property
EHB, Technology Usage
GBCB, Staff Conduct
GCPD, Suspension of Professional Staff Members
~~GCPE, Termination of Professional Staff Members~~
GDPD, Suspension of Support Staff Members
~~GDPE, Nonrenewal and Termination of Support Staff Members~~
KNAJ, Relations with Law Enforcement Authorities

Legal Refs: §§ 167.166, 210.145, 544.193, RSMo.
New Jersey vs. T.L.O., 469 U.S. 325 (1985)
***Burlison v. Springfield Pub. Schs.*, 708 F3d 1034 (2013)**

Fulton School District No. 58, Fulton, Missouri

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INTERVIEWS WITH OR REMOVAL OF STUDENTS

District Personnel Discussions with Students

There are many situations where school employees will meet with individual students. School counselors meet with students to discuss academics and personal issues, teachers often discuss academic performance with students, and school officials meet with students when investigating disciplinary violations. These conversations are an essential part of the educational process. The district will not honor requests by parents/guardians to be informed prior to these discussions, be present during the discussions or prohibit conversations between a student and staff members.

School Resource Officers (SROs)

An SRO's role in interviewing students or taking students into custody will be addressed in the agreement between the district and the law enforcement agency commissioning the SRO.

Crimes Committed on District Property or at District Activities

If a student commits a crime on district property or at a district activity, school officials will contact law enforcement as required by law and Board policy. School officials will also contact the student's parent/guardian. District staff will interview the student as part of the misconduct investigation and student discipline process, but law enforcement will not be allowed to interview the student except as described below.

Law Enforcement Interviews

Law enforcement officials requesting to interview a student at school will provide the principal or designee the reason for the interview and provide any applicable warrant or court order. The principal or designee will record the identity of the law enforcement officials and the stated reason for the interview.

The district will not allow law enforcement officials to interview students at school unless one of the following applies:

1. The law enforcement official has presented an applicable warrant or court order authorizing the official to take custody of the student or interview the student.
2. Consent for the interview is provided by the parent/guardian or the student if the student is 18 or older and is otherwise competent to consent.
3. Exigent circumstances exist that school officials consider sufficient to justify the interview. Exigent circumstances are sufficient if the law enforcement officials demonstrate that

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delaying the interview may pose a danger to the health or safety of the student, other students, district employees or others.

If the interview is permitted, the principal or designee will be present during the interview. Unless the parent/guardian was already contacted, the principal or designee will attempt to contact the parent/guardian immediately after the interview.

Removal of Students from School by Law Enforcement Officials

If a law enforcement official or other legally authorized person wishes to remove a student from school, the principal or designee must take the following steps:

1. Verify the identity of any law enforcement official or other legally authorized person before they are allowed to take a student into custody.
2. Verify, to the best of his or her ability, the official's authority to take custody of the student before they are allowed to take a student into custody.
3. Require officials who are determined to have the authority to take custody of a student to remove the student in a manner that minimizes disruption to the school environment.
4. Attempt to notify the student's parents/guardians that the student is being removed from school.

Children's Division (CD) Interviews

CD representatives may meet with students on campus. The district liaison will work with the CD to arrange such meetings to be minimally disruptive to the student's schedule. If the student is an alleged victim of abuse or neglect, the CD may not meet with the student in any school building or childcare facility where the abuse of the student allegedly occurred. The principal or designee will verify and record the identity of any CD representatives who request to meet with or take custody of a student.

Guardian Ad Litem and Court-Appointed Special Advocate Interviews

When a court-appointed guardian ad litem or special advocate finds it necessary to interview a student during the school day or during periods of extracurricular activities, the principal or designee must be notified prior to the scheduled interview. The principal or designee will verify and record the individual's identity through the court order that appointed the individual. The interview must be conducted in a private setting and with the least disruption to the student's schedule.

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Student Records Access

Student records will be provided only in accordance with state and federal 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:

Revised:

Cross Refs: KNAJ, Relations with Law Enforcement Authorities

Legal Refs: §§ 210.145, 544.193, RSMo.
The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g

Fulton School District No. 58, Fulton, Missouri

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STUDENT DISCIPLINE

It is essential that the district maintain a ~~classroom~~ safe school environment and a climate that allows teachers to communicate effectively with all students in the class and allows all students in the class to learn. Discipline will be equitably applied and viewed as a learning opportunity with the ultimate goal of improving behavior, safety and the school climate. The district seeks to minimize the unnecessary exclusion of students from classrooms and school and encourages the superintendent and district staff to exclude students only when necessary to maintain a safe and appropriate learning environment.

The superintendent or designee is authorized to contact the district's attorney for advice on the legality of district discipline or the discipline process. The Board encourages the superintendent to recommend changes to Board policy related to student discipline as needed.

Discipline Code

To assist district staff in maintaining the necessary ~~classroom~~ education environment, the Board of Education has created a discipline code that addresses the consequences, ~~including suspension or expulsion,~~ for students whose conduct is prejudicial to good order and discipline in the schools or impairs the morale or good conduct of other students.

The ~~district's~~ comprehensive written code of conduct of the district is composed of this policy and includes, but is not limited to, the following policies, procedures and regulations: ~~this policy, JG-R1, JGA, JGB, JGD, JGE, and JGF~~ and associated procedures. A copy of ~~t~~The district's comprehensive written code of conduct will be placed on the district's website, and a copy will be available in the superintendent's office during normal business hours. The code of conduct will be distributed to ~~every~~all students and their parents/guardians of every student at the beginning of each school year, and will be available in the superintendent's office during normal business hours which may be accomplished by directing students and parents/guardians to the district's website. These policies, regulations and procedures will apply to all students in attendance in the district's instructional and support programs as well as at district-sponsored activities.

Application Equity

~~These policies, regulations and procedures will apply to all students in attendance in district instructional and support programs as well as at school-sponsored activities. Off-campus misconduct that adversely affects the educational climate will also be subject to these policies, regulations and procedures.~~ All district staff are required to enforce district policies, regulations and procedures in a manner that is consistent, developmentally appropriate and equitable. District staff who increase or decrease the consequences for student misconduct based on individual circumstances must document the reasons for the variance. The superintendent or designee will regularly review district discipline data to determine whether district policies are being equitably

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enforced and, when necessary, make recommendations to the Board for policy changes, training or resources to further the district's goals for providing equitable education to all students.

Discipline for Off-Campus Misconduct

Students may be disciplined for misconduct that occurs off district grounds and outside a district activity when allowed by law including, but not limited to, the following situations:

1. The district's technology is used.
2. The student's conduct negatively impacts the education environment or there is a nexus to the education environment.
3. ~~The s~~Students who have ~~has~~ been charged ~~with~~, convicted ~~of~~, or pled guilty ~~to the commission of a felony~~ in a court of general jurisdiction ~~to the following types of felonies may be suspended~~(not a juvenile court). The Board may suspend such students after a hearing in accordance with law:
 - ~~a. Offenses involving the use of a weapon.~~
 - ~~b. Offenses involving the possession, distribution or being under the influence of drugs, except that for purposes of felony exclusion under this policy only, alcohol shall not be considered a drug.~~
 - ~~c. Offenses involving sexual misconduct.~~
 - ~~d. Offenses involving violence that, in the judgment of the administration and Board of Education, are sufficient to warrant suspension.~~
4. The student has been indicted on, charged with or convicted of one of the specific crimes listed in § 167.171, RSMo. (see in policy JEC) or a petition has been filed or adjudicated in juvenile court involving one of the specific crimes listed in § 167.171, RSMo. The district shall exclude such students from school or from the general education environment after appropriate due process.
5. The student transfers to the district during a suspension or expulsion from another public school or a private or parochial school, and the district determines that the conduct would have resulted in a suspension or expulsion in this district. The district may honor a student's suspension or expulsion in such cases after providing appropriate due process when necessary.

Nothing in this policy shall limit in any way the district's authority to:

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1. Provide consequences for any and all conduct that occurs on district property, on a school bus operated by or on behalf of the district, at school-sponsored activities on or away from district property, or at any other time or location that has a sufficient relationship to the district to warrant consequences.
2. Comply with the mandatory exclusion provisions of the Missouri Safe School Act, as such statute currently exists or may hereafter be amended.
3. Exclude students for felonies in addition to those identified above when, in the judgment of the administration and the Board of Education, such exclusion is necessary because the presence of the student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process.

Immediate Removal

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

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

Enforcement

Building principals are responsible for the development **and enforcement** of additional ~~regulations and procedures regarding student conduct~~ **rules** needed to maintain proper behavior in schools under their supervision. All such ~~regulations and procedures~~ **rules** shall be consistent with Board-adopted discipline policies **and regulations**.

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

All district staff enforcing student discipline should seek to minimize, as much as possible, the amount of instructional time the student loses.

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Training

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

* * * * *

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: 06/15/2011

Revised: 09/14/2011;

Cross Refs: AC, Prohibition Against Illegal Discrimination and Harassment
AH, Use of Tobacco Products and Imitation Tobacco Products
ECD, Traffic and Parking Controls
EGAAA, Reproduction of Copyrighted Materials
GBH, Staff/Student Relations
IGBD, At-Risk Students
IKFB, Graduation Exercises
ILA, Test Integrity and Security

MSIP Refs: I-8

Legal Refs: §§ 160.261–.263, 167.117, .161, .171, 171.011, RSMo.
~~Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101 - 7165~~
~~Beussink v. Woodland R-IV Sch. Dist., 30 F.Supp. 2d 1175 (E.D. Mo. 1998)~~

Fulton School District No. 58, Fulton, Missouri

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IMMUNIZATION OF STUDENTS

It is the policy of the Fulton School District No. 58 that all students attending the district schools shall be immunized in accordance with law.

The district will not allow a student to attend school until the district has satisfactory evidence on file demonstrating that the student has been immunized, that the immunization process has begun and satisfactory progress is being accomplished or that the student is exempted from obtaining immunizations in accordance with law.

Immunization Exceptions

A student is exempted from obtaining immunizations if the district has ~~on file the~~ completed, original forms **from the Missouri Department of Health and Senior Services (DHSS)** necessary to prove that the student will not be immunized for religious or medical reasons. An exemption for medical reasons requires certification by a licensed doctor of medicine or doctor of osteopathy that either the immunization would seriously endanger the child's health or life or that the child has documentation of laboratory evidence of immunity to the disease. An exemption for religious reasons requires written certification from one parent ~~or~~ guardian that immunization of the student violates his or her religious beliefs.

~~Homeless students, who cannot provide proof of immunization will be immediately enrolled, and the district's homeless coordinator will work with the students to obtain the necessary immunizations as soon as possible. Students who are in the custody of the Children's Division (CD) of the Department of Social Services and students in the household of an active duty member of the military and who do not have an exemption and cannot provide evidence of having received immunizations required under Missouri law shall be immediately enrolled and given 30 days to obtain the required immunizations or, if the immunization is a series, to begin the series provide satisfactory evidence that the student has completed all age-appropriate immunizations or has begun the process of immunization. If the student has begun the process of immunization, the student may continue to attend as long as the process is being accomplished according to the schedule recommended by DHSS.~~

Failure to Provide Evidence of Required Immunizations

The district will exclude from school all students who are not immunized or exempted as required by law. ~~When immunization is in progress, failure to meet the next scheduled appointment constitutes noncompliance with the immunization law, and the student should be excluded from school immediately.~~

The district must report to ~~the Department of Health and Senior Services (DHSS)~~ the names of any parents ~~or~~ guardians who neglects **to immunize their student** or refuses to permit **the immunization**

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of a nonexempted student to be immunized. The district will also report to the Children's Division (CD) of the Department of Social Services any instance of educational or medical neglect.

The superintendent or designee shall institute procedures for the maintenance of health records, which are to show the immunization status of every child enrolled or attending in the district, and for the completion of all necessary reports in accordance with guidelines prepared by DHSS. Pursuant to law, any contacts with parents/guardians regarding immunizations will also include information about influenza and influenza vaccines.

District-Sponsored Preschool, Daycare Centers and Nursery Schools

No child is permitted to enroll in or attend district-sponsored preschools, daycare centers or nursery schools until the district has satisfactory evidence demonstrating that the child has been immunized; unless:

1. There is satisfactory proof that immunizations are in progress or that the student has an immunization exemption as permitted by law and that the process is being accomplished in accordance with the schedule recommended by DHSS; or
2. The student is homeless or in the custody of the CD and cannot provide satisfactory evidence of required immunizations. Such students will be given 30 days to provide satisfactory evidence of completion or evidence that immunizations are in process.
3. A parental, medical or religious exemption is on file. Exemptions must be on original forms from DHSS.

Upon request from a parent/guardian of a student enrolled in or attending district-sponsored preschools, daycare centers or nursery schools, the district will inform the parent/guardian whether any student enrolled or currently attending the facility in which the district-sponsored preschool, daycare center or nursery school is located has an immunization exemption on file. The district will only verify only whether any student has an exemption on file. The district will not release any information that would identify a particular student with an exemption or a particular type of exemption.

The district will notify parents/guardians at the time of initial enrollment of their student in district-sponsored preschools, daycare centers or nursery schools that they may request notice from the district as to whether any students currently enrolled in or attending the facility have an immunization exemption on file with the district.

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Records

The superintendent or designee shall institute procedures for the maintenance of health records that show the immunization status of every child enrolled or attending in the district and for the completion of all necessary reports in accordance with guidelines prepared by DHSS.

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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: 06/15/2011

Revised: 04/13/2016;

Cross Refs: IGBCA, Programs for Homeless Students
IGBE, Students in Foster Care

Legal Refs: §§ 160.1990, 2000, 167.181 - .191, 210.003, RSMo.
19 C.S.R. 20-28.010, 20-28.040
~~No Child Left Behind Act of 2001~~ The Elementary and Secondary Education Act of
1965, 20 U.S.C. §§ 6301 - 7941

Fulton School District No. 58, Fulton, Missouri

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SEXUAL HARASSMENT UNDER TITLE IX

The Fulton School District No. 58 does not discriminate on the basis of sex in its education programs and activities, including employment and admissions, as required by Title IX of the Education Amendments of 1972 (Title IX). All forms of sex-based discrimination are prohibited in the district, but this policy focuses exclusively on sexual harassment as defined in Title IX that occurs within the education programs and activities of the district. However, the district will respond promptly to investigate and address any report or complaint of sexual harassment.

"Sexual harassment under Title IX" is conduct on the basis of sex within the scope of the district's education programs or activities (as defined in this policy) that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8) or "stalking" as defined in 34 U.S.C. 12291(a)(30).

See the "Definitions Applicable to this Policy" section at the end of this document for definitions of other terms applicable to this policy.

In creating this policy, the district does not relieve any person under the district's jurisdiction from the consequences for violations of other policies and rules of the district meant to establish an environment conducive to teaching, learning, support services, work and the social and emotional well-being and development of the students entrusted to the district.

If a student alleges sexual misconduct on the part of any district employee to any person employed by the district, that person will immediately report the allegation to the Children's Division (CD) of the Department of Social Services in accordance with state law and district policy. Moreover, nothing in the policy precludes the mandatory or voluntary reporting of any suspected criminal activity to the appropriate law enforcement agency at any time.

Reporting Sexual Harassment or Title IX Retaliation

Any person may report sexual harassment regardless of whether the person is the alleged victim (complainant). However, Board members and employees must immediately report to the Title IX

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coordinator any incident or behavior that could constitute sexual harassment or retaliation in accordance with this policy. Reports may be made at any time, including during nonbusiness hours, by using the telephone number, email address or office address listed below.

The Board authorizes the following individual(s) to serve as the Title IX coordinator(s) for the Fulton School District No. 58 and coordinate and implement the district's efforts to comply with the requirements of Title IX.

Assistant Superintendent
2 Hornet Drive
Fulton, MO 65251
Phone: 573-590-8000
asup@fulton58.org

In the event the Title IX coordinator is unavailable or is the respondent to a complaint, reports should instead be directed to the compliance officer or alternate compliance officer listed in policy AC.

Notice of the Policy against Discrimination on the Basis of Sex

The district will provide notice of the district's prohibition on discrimination on the basis of sex under district policy and Title IX to students, parents/guardians, employees, applicants for admission and employment, and all unions or professional associations holding collective bargaining or professional agreements with the district. The notice will:

1. Include the name or title, office address, email address and phone number of the Title IX coordinator;
2. Include information on the district's grievance procedures and grievance process;
3. State that the requirement not to discriminate extends to admission and employment; and
4. Direct inquiries to the Title IX coordinator or the assistant secretary for civil rights at the U.S. Department of Education.

The district's policy prohibiting discrimination on the basis of sex and the contact information of the Title IX coordinator(s) will be prominently displayed on the district's website and in each handbook or course catalog.

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Retaliation Prohibited

No person employed by or associated with the district will intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or because the individual has made a report or complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding or hearing under Title IX. While the law allows individuals to refuse to participate in a Title IX investigation, proceeding or hearing, district policy and the law require that employees immediately report to the Title IX coordinator any knowledge of an allegation of sexual harassment under Title IX, and employees can be reprimanded or disciplined for failing to do so.

Intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment under Title IX but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment under Title IX, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Complaints alleging retaliation must be filed with the Title IX coordinator.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of the grievance proceeding is not retaliation, with the understanding that a determination of responsibility for sexual harassment is not sufficient to conclude that a party made a materially false statement in bad faith.

Intake and Classification of Reports

The Title IX coordinator will receive and review all reports of sexual harassment even if a formal complaint has not been filed. The context of behavior can make a difference between conduct falling within the technical definition of sexual harassment under Title IX and conduct of a sexual nature that is offensive or hostile in itself, but which does not constitute harassment within that definition. District policies prohibit both but, for purposes of its Title IX obligations, the district must specially address cases within the definition under this special, limited-scope policy.

If the Title IX coordinator determines that the report concerns conduct that does NOT involve sexual harassment under Title IX as that term is defined in this policy or did not occur in the district's education program or activity, the Title IX coordinator will use the grievance process in policy AC or forward the complaint to the individual responsible for implementing policy AC.

Procedures Prior to or without a Formal Complaint

When the Title IX coordinator has actual knowledge of an allegation of sexual harassment under Title IX in an education program or activity of the district, the Title IX coordinator will promptly contact the complainant and:

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1. Provide information about the supportive measures available to the complainant and inform the complainant that he or she may receive supportive measures without filing a formal complaint.
2. Consider the complainant's wishes with respect to supportive measures and implement appropriate supportive measures.
3. Explain to the complainant the process for filing a formal complaint.

Parties Enrolled in Special Education

In the case of all reports of sexual harassment, if the complainant or respondent has an individualized education program (IEP) in place, the Title IX coordinator will consult with the appropriate special education administrator(s) for assistance in determining the appropriate supportive measures based on the special needs of the student.

If the district determines that a student's specific circumstances, including disabilities, prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein, the district will pursue such measures as are available under district policy and law. Such measures will be designed to restore or preserve the student's equal access to the district's education programs or activities.

The Formal Complaint Process

Nothing in this process will interfere with any legal right of a parent/guardian to act on behalf of a complainant, respondent or party including, but not limited to, filing a formal complaint. If a student who is not an eligible student pursuant to the Federal Education Rights and Privacy Act (FERPA) files a formal complaint, the parent/guardian will be notified.

The complainant may file a formal complaint or choose not to file a formal complaint and simply receive the supportive measures.

If the complainant does not file a formal complaint, the Title IX coordinator may sign a formal complaint initiating the grievance process. The Title IX coordinator will do so only if initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances.

If no formal complaint is filed by the complainant or signed by the Title IX coordinator, no disciplinary action will be taken against the respondent on the grounds of sexual harassment under Title IX.

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Title IX Grievance Process upon Filing of a Formal Complaint

The district's grievance process will provide a prompt and equitable resolution of complaints and will:

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent;
2. Comply with Title IX regulations before imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent;
3. Require a decision-maker to objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and not make credibility determinations based on a person's status as a complainant, respondent or witness;
4. Require that all Title IX coordinators, investigators, those responsible for facilitating informal resolution processes and decision-makers not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
5. Presume that the respondent is not responsible for the conduct until a determination of responsibility is made at the conclusion of the grievance process;
6. Follow stated timelines unless the district temporarily delays the grievance process for good cause (including, but not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of a disability) and notify the parties in writing of the reason for a delay, if any; and
7. Not require, allow, rely upon or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.

Notice to the Parties

When the complainant files a formal complaint, written notice will be provided to all known parties and will include:

1. Notice of the grievance process, including any informal resolution process that is available and the timeline for such process.

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2. Notice of the allegations of sexual harassment under Title IX made by the complainant with sufficient details known at the time and with sufficient time to allow the respondent to prepare before the initial interview. At a minimum, the details will include the identities of the parties involved in the incident, if known, the conduct and the date and location of the alleged incident if known.
3. A statement that the respondent is presumed not responsible for the conduct and that a determination of responsibility will be made at the conclusion of the grievance process.
4. A statement that parties may have an advisor of their choice, who may be an attorney.
5. A statement that the parties and their advisors will have an equal opportunity to inspect and review any evidence that is directly related to the allegations raised in the formal complaint, including evidence upon which the district does not intend to rely, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
6. Notice of any provision in the district's discipline code that prohibits knowingly making a false statement or providing false information during the grievance process.

If in the course of the investigation of sexual harassment under Title IX the district decides to investigate allegations about the complainant or respondent that were not in the initial notice, notice of the additional allegations will be provided to all known parties.

Range of Possible Disciplinary Sanctions and Remedies

The discipline of employees is addressed in Board policies, which are available on the district's website, and in Missouri law regarding public employees under contract. An appropriate disciplinary response for an employee found responsible for sexual harassment in this grievance process may include any suitable response available for the discipline of employees for any other violation of Board policy.

The discipline of students is addressed in the policies, regulations and procedures that establish the district's comprehensive code of student conduct, which is posted on the district's website.

Remedies may include the imposition upon a responsible respondent of any additional nondisciplinary measures appropriate to effecting a remedy for sexual harassment and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's education programs and activities.

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Interim Action

Emergency Removal

The district may remove the respondent from the district's education programs and activities prior to the start or completion of the grievance procedure on an emergency basis provided that the district:

1. Performs an individualized safety and risk analysis;
2. Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
3. Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision may not be construed to modify any rights under federal disability laws.

Administrative Leave

The district may place an employee respondent on administrative leave during the pendency of the grievance process in accordance with Board policy and law. This provision may not be construed to modify any rights under federal disability laws.

Investigating a Formal Complaint

Consolidation

Formal complaints may be consolidated as to allegations of sexual harassment under Title IX against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigation Process and Scope

After the formal complaint is filed, the investigator will provide an investigative report to the decision-maker. The investigation may be conducted by someone other than the Title IX coordinator. The investigator will gather evidence sufficient to reach a determination of responsibility or nonresponsibility and may not require the parties to do so.

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During the investigation and the grievance process, the district will:

1. Provide equal opportunity to present witnesses, including fact and expert witnesses, and all evidence, including inculpatory and exculpatory evidence.
2. Not restrict the parties from discussing the allegations under investigation or gathering and presenting relevant evidence.
3. Provide the same opportunity for parties to have others, including an advisor of their choice, present during any grievance proceedings and related meetings, though the district may restrict the extent to which advisors may participate as long as the rules apply to both parties.
4. Provide written notice to parties who are invited or expected to participate of the date, time, location, participants and purpose of all hearings, investigative interviews or other meetings with sufficient time for the parties to prepare to participate.
5. Obtain written, voluntary consent before accessing records, such as medical records or counseling notes, that a physician, psychiatrist, psychologist or other recognized professional or paraprofessional made or maintained in connection with the provision of treatment to the party. If the party is at least 18 years old or is enrolled in postsecondary education, the party can sign on his or her own behalf. Otherwise, a parent/guardian must sign on the party's behalf.
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. This includes evidence upon which the district does not intend to rely in reaching a determination of responsibility and inculpatory or exculpatory evidence, whether obtained from a party or other source.
7. Send to each party and the party's advisor, if any, the evidence subject to inspection and review prior to completion of the investigative report and within 20 business days of the parties receiving notice of the formal complaint. The evidence may be sent in an electronic format or hard copy. The parties will be given at least ten business days, as required by law, to submit a written response, which the investigator will consider prior to the completion of the report.
8. Create an investigative report that fairly summarizes relevant evidence and send it in an electronic or hard copy format to each party and their advisors, if any, for their review and written response. The investigative report must be sent no later than ten business days prior to the time of determination of responsibility by the decision-maker, as required by law.

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Dismissal of the Formal Complaint

If the district determines that the allegations, even if proved, would not constitute sexual harassment under Title IX as defined in this policy, did not occur in the district's education program or activity, or were not committed against a person in the United States, the formal complaint will be dismissed. The dismissal does not mean that a complaint cannot be made under another district policy or that any misbehavior will not be addressed under another policy or the district's code of conduct.

The district may dismiss a formal complaint or any allegations in a formal complaint at any time if:

1. The complainant notifies the Title IX coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations in the formal complaint;
2. The respondent is no longer enrolled in or employed by the district; or
3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination of responsibility based on the merits of the formal complaint or allegations therein.

If the formal complaint is dismissed, the district will notify the parties simultaneously. A party may appeal the dismissal of a formal complaint by submitting a written notification of appeal to the Title IX coordinator within five business days of receiving the notice that the complaint was dismissed. If the Title IX coordinator or the investigator dismissed the complaint, the dismissal will be heard by the decision-maker. If the decision-maker dismissed the complaint, the dismissal will be heard by the appellate decision-maker. The appeal is limited to the following bases:

1. There was a procedural irregularity that affected the outcome.
2. There is new evidence that was not reasonably available at the time the dismissal was made that could affect the outcome of the matter.
3. The Title IX coordinator, investigator or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome of the matter.

Time Consumed by the Investigation

It serves all parties when investigations proceed diligently and conclude within a reasonable time, which may vary case by case. Not more frequently than every other week, any party may request the Title IX coordinator to obtain and provide the parties with a basic status report on the investigator's progress toward completion.

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Submission for a Determination of Responsibility and the Related Findings and Conclusions

The Title IX coordinator will designate someone to serve as the decision-maker to determine whether the respondent is responsible for sexual harassment under Title IX. The designated person may be a district administrator, an attorney or another appropriate adult. The person designated cannot have been part of the investigation.

Procedures of the Decision-Maker and Party Questions and Answers

After the parties receive the final investigative report, each party may submit to the decision-maker any written, relevant questions that the party wants asked of any party or witness. Each party will receive the answers to the questions and will be allowed time to submit limited follow-up questions. The decision-maker:

1. Will permit questions and evidence about the complainant's sexual predisposition or prior sexual behavior only if such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
2. May exclude a question that is not relevant. The party who submitted the question will receive an explanation as to why the question was judged not relevant.

Preponderance of the Evidence Standard

The decision-maker may find the respondent is responsible for the alleged sexual harassment under Title IX only when the evidence provided more clearly and more probably favors the complainant's claim (preponderance of the evidence).

Decision-Maker's Findings and Resulting Remedies

Within 20 business days after the closing of the questions period, including follow-up questions, the decision-maker will provide a written Title IX decision that includes:

1. The allegations potentially constituting sexual harassment under Title IX;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits and other methods used to gather other evidence and hearings held;
3. Findings of fact supporting the determination;

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4. Conclusions regarding the application of the facts to the district's code of conduct and, if the student code of conduct is implicated, a referral of a student respondent to district officials charged generally with the discipline of students pursuant to Missouri law;
5. A statement of and rationale for the result as to each allegation, including a determination of responsibility, any disciplinary actions recommended to the district to be imposed on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided to the complainant; and
6. The procedures and permissible bases for the complainant and respondent to appeal.

The written Title IX decision will be provided to the parties simultaneously, and a copy will be provided to the Title IX coordinator.

Finality of the Title IX Decision

If an appeal is filed, the Title IX decision becomes final on the date that the district provides the parties with the written determination of the result of the appeal. If an appeal is not filed, the Title IX decision becomes final on the date on which an appeal would no longer be considered timely.

Disciplinary Matters and Implementation of Discipline and Remedies

The Title IX coordinator is responsible for effective implementation of any remedies, including coordination with the district's disciplinary authorities. The complainant is not a party to the disciplinary procedures concerning a respondent. The administrator(s) responsible for discipline will base that discipline on the final Title IX decision, recommendations made by the decision-maker and any changes made as a result of an appeal.

Appeals of the Determinations of Responsibility in the Title IX Decision

Initiating an Appeal of a Title IX Decision—Time, Contents and Assignment

Either party may appeal the determination(s) of responsibility, the dismissal of a formal complaint or any allegation in a formal complaint by notifying the Title IX coordinator in writing within five business days of the parties receiving the written Title IX decision from the decision-maker. Appeals must be based on one or more of the following:

1. A procedural irregularity that affected the outcome of the matter.
2. New evidence that was not reasonably available at the time of the determination and that could affect the outcome of the matter.

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3. The Title IX coordinator, investigator(s) or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome of the matter.

The party who files the appeal will state the basis or bases for the appeal in writing. If there are multiple determinations of responsibility, the appeal should specify which ones are affected by the appeal. Appeals filed for any reason other than those listed above will not be heard.

If an appeal is filed, the Title IX coordinator will:

1. Assign the appeal to an appellate decision-maker who is not the same person as the initial decision-maker, the investigator or the Title IX coordinator.
2. Notify other parties in writing.
3. Implement the appeals process equally to all parties.
4. Give all parties the opportunity to submit a written statement in support of or challenging the outcome within five business days of receiving the notice of appeal.

Written statements and other written documents pertaining to the appeal will be shared with all parties.

Conduct of the Appeal

The appellate decision-maker will review the findings of the initial decision-maker and review the written statements filed by the parties supporting or opposing the appeal. Within ten business days of the close of the period for parties to file their written statements supporting or opposing the appeal, the appellate decision-maker will issue a written decision describing the result of the appeal and the rationale for the result to all parties simultaneously. The appellate decision-maker may refer an appealed issue back to a prior point in the grievance process for correction.

Process for Informal Resolution of Formal Complaints

After a formal complaint has been filed and at any time prior to reaching a determination of responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. If a party requests the use of an informal resolution process, the district will provide the parties a written notice that:

1. Discloses the allegations and the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

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2. Discloses that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
3. Discloses any consequences resulting from participating in the informal resolution process, including the records that, with voluntary written consent from the parties, will be maintained or could be shared; and
4. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process may not be used to resolve allegations that an employee sexually harassed a student.

If the informal resolution process does not resolve the formal complaint within 30 business days after both parties consented to use the process, the Title IX coordinator will resume the grievance process unless both parties again consent to continue using the informal resolution process.

Training

Title IX coordinators, investigators, decision-makers and any person designated to facilitate an informal resolution process, should the district offer one, will receive training on the following:

1. The definition of sexual harassment under Title IX as used in this policy.
2. The scope of the district's education programs and activities.
3. How to conduct the investigation and grievance process, including determination of responsibility for sexual harassment, appeals, and informal resolution processes, as applicable.
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
5. Issues of relevance necessary to create an investigative report that fairly summarizes the relevant evidence.
6. Issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

The district will not use training materials that rely on sex stereotypes. All training materials used by the district will promote impartial investigations and adjudications of formal complaints of sexual harassment under Title IX. These training materials must be publicly available on the district's

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website or, if the district does not maintain a website, the materials must be available upon request for inspection by members of the public.

Records

The district will maintain the following records for seven years:

1. Records of each investigation of sexual harassment under Title IX, including any determination of responsibility, any disciplinary sanctions imposed on the respondent and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom;
4. All materials used to train Title IX coordinators, investigators, decision-makers and any person who facilitates an informal resolution process;
5. Documentation if the district did not provide a complainant with supportive measures and the reasons why such a response was not clearly unreasonable in light of the known circumstances; and
6. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment under Title IX. These records must document the basis for the conclusion and that the district's response was not deliberately indifferent.

The district may add documentation of additional steps taken by the district that were not initially provided in conjunction with the initial complaint filed.

Confidentiality

Except as required by law, as permitted by the FERPA statute or regulations or to carry out the purposes of Title IX, including the conduct of any investigation, hearing or judicial proceeding arising thereunder, the district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including:

1. Any individual who has made a report or filed a formal complaint of sexual harassment under Title IX;
2. Any complainant;

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3. Any individual who has been reported to be the perpetrator of sex discrimination;
4. Any respondent; and
5. Any witness.

The district must maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

Definitions Applicable to this Policy

The following definitions are intended for use only for the purposes of this policy.

Actual Knowledge – Notice of sexual harassment under Title IX or notice of allegations of sexual harassment under Title IX to the district's Title IX coordinator or to any district official who has the authority to institute corrective measures on behalf of the district or to any employee of the district, except where the only district official or employee with actual knowledge is also the respondent.

Business Days – Days on which the district's business offices are open.

Complainant – An individual who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX coordinator who signs a formal complaint is not considered a complainant.

Dating Violence – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Determination of Responsibility – A formal finding of a decision-maker on each allegation of sexual harassment contained in a formal complaint that the respondent did or did not engage in conduct constituting sexual harassment under Title IX based on a preponderance of the evidence.

Domestic Violence – Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim by a person with whom the victim shares a child in common; by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under the domestic or family

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violence laws of Missouri; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Missouri.

Education Program or Activity – Any part of the district-sponsored instruction or employment in the district, including locations, events or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurred.

Formal Complaint – A document or electronic submission filed by the complainant or signed by the Title IX coordinator alleging sexual harassment under Title IX against a respondent and requesting that the district investigate the allegations. When a complainant files a formal complaint, the document or electronic submission must have the complainant's physical or digital signature or otherwise indicate the complainant's identity. A formal complaint may be filed only by a complainant participating in or attempting to participate in the district's education programs or activities.

Informal Resolution Process – Alternative dispute resolution methods designed to resolve allegations of sexual harassment without completing the formal complaint process. The purpose of the process is to restore or preserve equal access to the district's education programs or activities for all parties. Such a process may be offered by the Title IX coordinator after a formal complaint has been filed and after consultation with the district's attorney as to whether an informal resolution process will be sufficient to meet the district's Title IX obligations.

Investigative Report – The report of the investigator of a formal complaint.

Party/Parties – Complainant(s) and respondent(s).

Remedies – Upon a final determination of responsibility, remedies are actions taken to restore or preserve equal access to the district's education programs or activities. These may include continued or new supportive measures but may also include imposition of more burdensome requirements, limitations and conditions upon the respondent, as well as disciplinary referral of the respondent, including suspension, termination or expulsion.

Report – Information provided by a complainant or any other person to the Title IX coordinator when that information indicates, suggests or alleges misconduct. This includes the intake information obtained by the Title IX coordinator prior to the filing of a formal complaint.

Respondent – An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

Sexual Assault – This includes all behaviors constituting forcible or nonforcible sexual offenses within the scope of the Federal Bureau of Investigation's national uniform criminal incident reporting system. At present these classifications include any sexual act directed against another

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person without the consent of the victim, including instances where the victim is incapable of consent. Sexual assault specifically includes:

1. *Rape* (Except Statutory Rape) – The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
2. *Sodomy* – Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
3. *Sexual Assault with an Object* – To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
4. *Fondling* – The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental or physical incapacity.
5. *Incest* – Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Missouri law.
6. *Statutory Rape* – Nonforcible sexual intercourse with a person who is under the statutory age of consent pursuant to Missouri law.

Stalking – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Supportive Measures – Nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, safety escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

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Title IX Decision – The comprehensive decisional document of the independent decision-maker concluding the Grievance Process, as may be amended or affected by the results of an appeal.

Voluntary Consent – Consent given freely and without coercion.

* * * * *

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: GBCB, Staff Conduct
GBCC, Staff Use of Communication Devices
GBH, Staff/Student Relations
GBL, Personnel Records
GBLB, References
GCPD, Suspension of Professional Staff Members
GCPE, Termination of Professional Staff Members
GDPD, Suspension of Support Staff Members
GDPE, Nonrenewal and Termination of Support Staff Members
IGD, District-Sponsored Extracurricular Activities and Groups
IICC, School Volunteers
JFCF, Bullying
JFCG, Hazing
JG, Student Discipline
JHG, Reporting and Investigating Child Abuse and Neglect
KL, Public Concerns and Complaints
KLA, Concerns and Complaints Regarding Federal Programs

Legal Refs: §§ 105.255, 160.261, 162.068, 167.161, .171, 213.010 - .137, 290.400 - .450, RSMo.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
34 C.F.R. Part 106
Bostock v. Clayton County, Georgia, 590 U.S. ___, 140 S.Ct. 1731 (2020)
Obergefell v. Hodges, 576 U.S. 644 (2015)
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999)
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
Burlington Indust. v. Ellerth, 524 U.S. 742 (1998)
Gebser v. Lago Vista Ind. Sch. Dist., 524 U.S. 274 (1998)
Oncale v. Sundowner Offshore Serv., 523 U.S. 75 (1998)

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Harris v. Forklift Syst., Inc., 510 U.S. 17 (1993)

Fulton School District No. 58, Fulton, Missouri

Reference 8.4
September 9, 2020

Curriculum Update

Background:

Dr. Hubbuch will review ongoing curriculum items.

- Virtual learning update
- Readiness for blended and distance learning
- MSIP Update
 - There is limited information due to pandemic response and assessment waivers from 2019-20. The U.S. Department of Education has indicated that waivers will not be issued for the 2020-21 academic year.
 - DESE has indicated that assessments are on schedule for 2020-21 and has shared a guide to the Missouri Assessment Program with assessment windows (see link below)
<https://dese.mo.gov/sites/default/files/asmt-guide-to-missouri-assessment-program-2021.pdf>
 - Information has not been shared about the 2020 Annual Performance Report (APR) from DESE. Multiple data points are unavailable due to the pandemic. Information about the APR will be shared as it becomes available.
- Sexual Abuse Prevention Training Update
 - FPS staff are developing a plan to implement training for students in grades 6-12 in accordance with §170.045, RSMo and policy IGAEB.
 - FPS will use the training materials developed by DESE.

Recommendation:

Information only. No action required.

Chris Hubbuch, Ed.D
Assistant Superintendent

Reference 8.5
September 9, 2020

FY 21 Budget Amendment

Background:

Due to the tax levy adjustment, operating revenue will increase slightly and debt service revenue will decrease slightly. Operating expenses have been increased by costs associated with the coronavirus including but not limited to increased virtual education costs, personal protective equipment for students and staff, technology, cleaning supplies and additional custodial staff. Debt service expenditures are being reduced from the original budget, as the repayment schedules including our new 2020 issue have been received. Please note, we have applied for all available grants from DESE and Callaway County to reimburse for some of the coronavirus costs.

Recommendation:

The Administration recommends the Board adopt the proposed September 9, 2020 budget amendment as presented.

Ty A. Crain, Ed.D
Superintendent

FULTON SCHOOL DISTRICT 58

BUDGET AMENDMENT 9-9-2020

	OPERATING FUND	DEBT SERVICE FUND
Approved FY 21 Budgeted Revenue	\$ 23,822,237	\$ 1,988,421
Assessed Valuation Change to Current & Delinquent Tax	\$ 29,643	\$ (38,212)
Amended FY 21 Budgeted Revenue	\$ 23,851,880	\$ 1,950,209
 Approved FY 21 Budgeted Expenses	 \$ 24,776,751	 \$ 1,363,200
Virtual Instruction (Full Year w/ 304 Students Enrolled)	\$ 1,106,100	
Staff & Student Hotspot Access	\$ 103,500	
COVID related cleaning and PPE supplies	\$ 250,000	
Chromebooks for 1:1 K-12	\$ 167,000	
Additional Custodial Staff (2 Full Time)	\$ 65,500	
Adjustment for Bond Schedules Received (2020 Series)		\$ (859,444)
Amended FY 21 Budgeted Expenses	\$ 26,468,851	\$ 503,756

7-1-2020 Fund Balance (Preliminary ASBR)	\$ 10,030,881	\$ 985,432
Amendment FY 21 Budget (Revenue - Expenses)	\$ (2,616,971)	\$ 1,446,453
6-30-2021 Estimated Fund Balance with Amendment	\$ 7,413,910	\$ 2,431,885
(Operating Fund Balance/Total Operating Expenditures)	28.01%	

Fulton Public Schools
FY 21 Expected Operating Balances

	Expenses				Revenues				Monthly Results	Operating Balance Expected	% Operating Balance/Operating Budgeted Expenses
	FY 20 Actual Exp.	12 Yr. Ave.	Projected	Actual	FY 20 Actual Rev.	12 Yr. Ave.	Projected	Actual			
Beginning Balance										\$ 10,030,881	40.49%
July 2020	\$ 587,925	2.38%	\$589,854	\$ 566,510	\$ 961,414	4.83%	\$1,151,242	\$ 747,424	\$ 180,914	\$ 10,211,795	41.22%
August 2020	\$ 893,300	4.03%	\$998,314	\$ 1,117,721	\$ 1,131,664	5.44%	\$1,296,480	\$ 1,161,877	\$ 44,156	\$ 10,255,950	41.39%
September 2020	\$ 1,875,401	8.58%	\$2,126,150		\$ 1,179,635	5.34%	\$1,270,997		\$ -		
October 2020	\$ 2,132,566	8.82%	\$2,185,749		\$ 1,293,134	5.49%	\$1,308,063		\$ -		
November 2020	\$ 1,885,225	8.98%	\$2,223,925		\$ 1,181,400	5.63%	\$1,340,580		\$ -		
December 2020	\$ 2,116,817	9.33%	\$2,312,695		\$ 2,103,646	9.93%	\$2,364,395		\$ -		
January 2021	\$ 1,776,796	7.68%	\$1,902,022		\$ 8,020,907	27.74%	\$6,608,142		\$ -		
February 2021	\$ 1,786,965	8.17%	\$2,025,449		\$ 2,416,084	9.67%	\$2,303,571		\$ -		
March 2021	\$ 1,838,821	8.03%	\$1,990,195		\$ 1,926,017	6.42%	\$1,528,315		\$ -		
April 2021	\$ 1,699,590	8.00%	\$1,980,906		\$ 1,234,250	6.35%	\$1,513,531		\$ -		
May 2021	\$ 1,780,632	8.60%	\$2,131,296		\$ 1,072,140	5.95%	\$1,417,701		\$ -		
June 2021	\$ 4,350,799	17.40%	\$4,310,196		\$ 1,931,233	7.22%	\$1,719,221		\$ -		
Transfers to Capital									\$ -		
Ending Balance											
	100.00%		\$24,776,751		100.00%		\$23,822,237				
		YTD Proj.	YTD Actual			YTD Proj.	YTD Actual				
		\$1,588,168	\$1,684,231			\$2,447,722	\$1,909,301				
		Difference over (under)	\$ 96,063			Difference over (under)	\$ (538,422)				

Reference 8.6
September 9, 2020

Board of Education Committees

Background:

The following information reviews Board of Education Committees according to Board policy.

Required Committee

- Audit/Policy Committee - Policy DA

Representation by the Board

- Wellness - Policy ADF
- MSBA Delegate and Alternate - Policy BCCA
- Counseling Advisory Council Elem/Second - Policy JHD

Currently Established

- Superintendent Evaluation
- Facilities

All other committees would fall under Policy BCE and could be created as ad hoc or standing committees with the following 4 items identified:

- 1) Purpose to be served
- 2) Length of time each member is being asked to serve
- 3) Resources the Board will provide
- 4) Date a report should be made to the Board or superintendent

Recommendation:

The Board President will discuss the Board of Education Committees.

Andy Bonderer
Board President