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# 6052 PURCHASING GUIDELINES

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 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 that may exceed $10,000 must have prior Board approval unless this policy's emergency provisions are applicable.~~ The Board annually adopts the budget for the district. The adopted budget shall be the guide for the Superintendent/designee to follow in making purchases. The Superintendent/designee shall have supervision of purchasing, and shall be authorized to issue purchase orders not to exceed budget limitations. Bids may also be required on purchases where, in the opinion of the Superintendent/designee, the welfare of the schools will be served.

In making purchases the District shall give preference to and encourage the purchase of all commodities manufactured, mined, produced, or grown within the State, and to all firms, corporations, or individuals doing business in the boundaries of the District and Missouri firms, corporations, or individuals, when quality and price are approximately the same. It is further the policy of the District to encourage the purchase of products manufactured, assembled, or produced in the United States.

Contracts

Contracts/agreements with a value less than $10,000 and a term of one year or less may be approved and signed by the Superintendent/designee. The Board shall have the sole authority to enter into a contract/agreement that has a total contract value of $10,000 or greater. Board approval of a contract authorizes the issuance of purchase orders per the terms and conditions of the contract. A request to purchase any item or service requiring the appropriation of funds for more than a twelve (12) month period (i.e., lease purchase, multi-year agreements) shall be submitted to the Board for approval prior to awarding the order.

PETTY CASH ACCOUNTS

The Board authorizes a petty cash fund in each school and in the Central office to facilitate minor purchases when necessary. Petty cash funds will not be used to circumvent established purchasing procedures, but will be used as a convenience for immediate purchases of low-cost goods and services. The building principal or designee will be responsible for petty cash accounts in his or her school, and the superintendent or designee will be responsible for the petty cash account in the central office.

The superintendent or designee will develop administrative procedures on reporting, documentation, safekeeping and the appropriate expenditures of these funds

EXPENSE REIMBURSEMENTS

Board members and district employees are required to use the district's regular purchasing procedures to ensure that the:

1. District pays for products and services directly.

2. Expense is clearly authorized and within the district's budget.

3. Expense is appropriately documented and coded.

4. District receives the benefit of its tax-exempt status.

In unique or emergency situations, Board members and district staff might incur expenses when carrying out their authorized duties. When this occurs, the district will reimburse the Board member or employee if the expense was authorized, is properly documented and is eligible for reimbursement pursuant to district policies and procedures.

The superintendent or designee is directed to create reasonable procedures to implement this policy.

Payment Procedures

The district will only pay for goods or services that are purchased in accordance with district policies and procedures, that are authorized by the appropriate district staff and for which district employees have verified that the district received the goods as ordered or that the services were provided as directed.

The Board will give final approval to all bills paid during at least one Board meeting each month. The following bills or invoices may be paid prior to Board approval and may be processed for payment on check requests in lieu of purchase orders.

1). Utility and bills for ongoing service where necessary to avoid termination or penalties.

2). Payments authorized by agreements, contracts, or MOU’s previously approved by the Board.

3). Payments to frequently used vendors paid through batch payments approved annually by the Board.

4). Payments expressly authorized by the Board.

5). Payments as required by law to be made prior to the time Board approval would take place, including taxes, licenses, permits and other government fees.

6). Payroll and benefits payments at rates previously approved by the Board, including withholdings.

7). Election deposits and other such payments or deposits for matters approved by the Board.

8). Bond/lease payments of principal and interest and related fees.

9). Payments made from Student Activity accounts.

10). Athletic officials and athletic travel for contests, etc.

11). Postage

12). Reimbursement of petty cash fund.

13). Registration fees and certain other payments subject to the advance approval of the Chief Financial Officer.

14). Reimbursement to employees for local travel or travel outside the district to attend training, professional development, or attendance at district related meetings for approved reasons related to their positions with the district.

15). Payments to Community collaborative partners.

16). Payments approved by the Chief Financial Officer as required due to an emergency situation. An emergency situation shall be defined as one in which failure to act immediately shall cause appreciable damage to physical facilities or the educational program, or endanger the life or health of members of the community or impede the educational mission of the district.

17). Electronic payments to vendors and payments to banks or other financial institutions issuing purchasing cards or electronic payments made pursuant to plans approved by the Board.

On an annual basis, procurement card and e payable plans should be submitted to the Board for approval. The procurement card plan should list each position approved to use procurement cards along with the maximum limit and any restrictions for use during certain times of the year. The Superintendent/designee may approve temporary increases in the limit and may add or remove positions from the plan throughout the year on a limited basis. In such instances, a separate record will be maintained to identify these changes. The procurement card shall supplement, not replace, purchases made through purchase orders. The electronic payment (e payable) plan should identify what payments are authorized to be made electronically and any conditions related to such payments.

If a cash discount or the avoidance of a financial penalty can be realized, the Chief Financial Officer is authorized to issue a check prior to the approval by the Board. All expenditures shall have been previously budgeted and shall be reported to the Board on the next regular check listing.

The Superintendent or designee will prepare and present to the Board each month a list of bills for approval of a warrant authorizing payment from district funds. Such lists will be supported by appropriate documentation as determined by district policy or procedure (such as invoices, approved purchase orders and reimbursement forms) or shall be in accordance with salaries and salary schedules approved by the Board.

Checks will be signed by the treasurer and president of the Board pursuant to approval by the Board of Education. A majority of the Board must vote to approve a bill or issue a warrant. Each check shall show the legal identification of the district by name and address and include the depository or investment account upon which the check is drawn. It shall also specify the amount to be paid; to whom, from what funds and for what purpose payment is made; the date of the payment; and the number of the check.

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. By an affirmative vote of not less than two-thirds of all the members, the Board may select, authorize, and direct the purchase of additional ground needed for school purposes.

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.

A copy of this policy, certified by the signature of the President of the Board shall be kept on file in the District's business office and provided to any vendor upon request.

Revised 03/15, 3/21

# 6053 COMPETITIVE BIDDING

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 $3,000. Purchases of $3,000 or more will be competitively bid, and sealed bids will be required for purchases that may exceed $10,000.

The district will select the lowest or best bid. 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.

When the purchasing officer determines that the purchase requires competitive negotiations, products or services may be purchased by competitive proposals. 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.

~~For construction projects with an estimated cost exceeding $250,000 the District may enter into a union-only project labor agreement if the District is utilizing no more than fifty (50) percent of state funds on the construction project, conducts an impact analysis, publishes the results of that analysis and the reason for requiring such an agreement, and holds a public hearing as required by law. The District will publish its determination on whether to require a union-only project labor agreement within 30 days of the public hearing.~~

**Emergency Situations**

Unless otherwise required by law, the superintendent may waive the requirement for competitive bids or proposals when he or she has determined that there exists a threat to life, property, public health or public safety or when immediate expenditure is necessary in order to protect against further loss of or damage to property, or to prevent or minimize a serious disruption in services. Emergency purchases shall be made with as much competition as is practical under the circumstances and will only be utilized for purchases that are 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 unless the superintendent authorizes the transaction and provides the Board with written justification. 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 negotiations beneficial to the district or as required by law. All contract negotiations and related documents are considered closed until a contract is approved by the Board or all proposals are rejected.

Revised 3/21

# 6054 COOPERATIVE ORDERING

~~The District shall estimate periodically the need for standard items or classes of items and whenever possible make quantity purchases in cooperation with the Association of St. Louis County School Business Officials and the State Procurement Division.~~

The district shall endeavor to participate in cooperative purchasing programs such as the Education Plus, St. Louis County Government Center, State of Missouri, and the Missouri School Boards Association to the extent that the items purchased meet the district's specifications and needs. The bids taken by these cooperative organizations shall satisfy the district's bidding requirements for the period of time the cooperative bid is accepted.  
  
If the Chief Financial Officer believes a better cost can be obtained, the district shall take its own bids for comparative purposes. Such purchases will not require pre-approval by the Board.

Revised 3/21

# 6055 PURCHASE ORDERS AND PURCHASING CARDS

Purchase orders for budgeted items shall originate from District personnel authorized by the Superintendent to recommend purchases. The purchase order shall contain the name of the vendor, the quantity and cost of the item being ordered and the account number to which the cost is to be charged. All purchases recommended by staff members shall be signed by the Superintendent or designated representative assigned the review and approval responsibility.

~~Authorized district employees may use purchasing cards~~ ~~issued to the district to make purchases for the district or to pay for authorized travel expenses (registrations/hotel/airline) when performing job duties.~~  An Administrator with approving authority and who is responsible for the budget from with the P-Card purchases are made may grant access to district employees to purchase goods and services not obtainable through the regular purchase order process. The purchasing card is to be used in accordance with the guidelines established within the procedures. Employees 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 will have access to a district credit card, and the Board will set the amounts that may be charged to those cards.

The purchasing officer will approve the issuance of all 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/departments 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 Superintendent will annually approve all modifications prior to implementation.

Any employee using a district purchasing card shall sign a card holder agreement and will receive training on applicable procedures for card use. District employees must receive authorization prior to using the card and provide documentation, such as a purchasing card requisition and applicable budget codes, justifying expenditures. Once the purchase has been placed, an original receipt must be attached to the requisition and submitted for pay. 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 using a district purchasing 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 must be reported to the superintendent immediately. No person may use the card unless they have approval by the Principal/Supervisor and have agreed to the guidelines by signing the card holder agreement. Departments/schools will surrender all cards upon demand by the district.

Revised 03/15, 3/21

# 1091 TEACHER AND COUNSELOR EVALUATIONS --EFFECTIVE DATE 07/01/2021

**Reference Collective Bargaining Agreement Article 8 Section 4 and Article 10)**

**(Educational Support Employees – ref. Collective Bargaining Agreement Article 13 Section 7)**

Revised 09/18

**Performance-Based Developmental Teacher and Counselor Evaluation Procedures**

The following is an explanation of the procedures for Performance-Based Developmental Teacher and Counselor Evaluation. The process begins with orientation for administrators and professional staff, continues with the Developmental Phase, and culminates in the Summative Evaluation. This evaluation process is intended to be continuous and constructive. Probationary teachers and counselors are in a one-year evaluation cycle. Permanent teachers and counselors are in a three ~~four~~-year evaluation cycle. Performance-Based Teacher and Counselor Evaluation requires the active participation of both the teacher or counselor and the evaluating administrator.

**I. Orientation**

**A. Evaluating Administrators**

Each evaluating administrator will receive annual inservice training. Annual inservice sessions will be facilitated by the District to improve the consistency and quality of supervisory skills. Building-level administrators are responsible for evaluation of teachers and counselors at school sites. Directors are responsible for evaluating teachers and counselors not assigned to school sites. Teachers and counselors assigned to more than one site will be evaluated by their evaluating administrators according to an annual written agreement that details the division of evaluative duties. This agreement should reflect time assigned to each location. A copy of this agreement will be given to the teacher or counselor. In the event that a teacher or counselor is absent, evaluating administrators shall wait until the teacher or counselor returns to conference with the teacher or counselor concerning documented data on the Observation Form.

**B. Teachers and Counselors**

New teachers and counselors shall receive orientation about Performance-Based Developmental Teacher and Counselor Evaluation at the beginning of their employment. Annual inservice for all teachers and counselors will also occur. These sessions will be conducted to provide information on the evaluation process and procedures, and promote an understanding of the roles of the teacher and/or counselor and the evaluating administrator in the evaluative process.

Observations of teachers and counselors assigned to school sites conducted by anyone other than a respective building-level evaluating administrator will not be used for evaluative purposes (see policy 1091.1).

**II. Developmental Phase**

The Developmental Phase is critical to the success of performance-based evaluation and the improvement of instruction for students. This phase is an ongoing process of data collection, documentation, conferencing, and designing Professional Development Plans.

Following are the essential components of the Developmental Phase:

**A. Data Collection**

Effective supervision includes the collection and sharing of information about teacher or counselor performance. The data may be planned or unplanned.

Each type may include observed data, non-observed data, and artifact data. The following is an explanation of each type of data:

**1. Planned Data**

Planned data is information gathered purposefully through observations and artifacts. Observations may include classroom and non-classroom data.

**a. Observation Data (Planned)**

Observations provide focused comprehensive information. Probationary teachers will receive a minimum of six observations each year. Permanent teachers will receive a minimum of three (3) observations each year.

One of the observations for all teachers will be a scheduled observation. Teachers or counselors, and evaluating administrators may also request unscheduled or scheduled observations.

Each unscheduled observation should last at least ten (10) minutes.

The Observation Form should only reflect performance areas and indicators observed during the observation time frame. It should be noted that all selected indicators might not be observed during a single observation. Assumptions should not be made which would negatively impact the observation.

An observation will not be used for evaluation purposes unless notes were taken during the observation, transferred or attached to the Observation Form, and discussed in a post-observation conference. All data must be current, documented on the Observation Form, and discussed with the teacher within three (3) days when the evaluating administrator and teacher are at school.

Scheduled observations provide focused and comprehensive information. A minimum of one scheduled observation will occur each year for both probationary and permanent teachers.

Prior to a scheduled observation, the teacher or counselor will establish the time and date of the observation with the evaluating administrator. The teacher or counselor and evaluating administrator will discuss the lesson/activity to be observed in a pre-observation conference. For a scheduled classroom observation, the teacher or counselor will participate in a discussion with their evaluating administrator ~~using the Pre-Observation Form~~. The evaluating administrator will take notes during the observation and transfer or attach them to the Observation Form. The duration of a scheduled observation will be an entire lesson, activity, or class period. The evaluating administrator and teacher or counselor will discuss the data in a post-observation conference.

An observation will not be used for evaluation purposes unless notes were taken during the observation, transferred or attached to the Observation Form, and discussed in a post-observation conference. Unexpected events may necessitate a change in the scheduled observation time. If so, the teacher or counselor and evaluating administrator will work together

to identify an appropriate time for another observation and determine the need for another Pre-Observation ~~Form and discussion~~ conference. All data must be current, documented on the Observation Form, and discussed with the teacher or counselor within three (3) days when the evaluating administrator and teacher or counselor are at school.

**b. Artifact Data (Planned)**

Planned artifact data should enhance the evaluating administrator’s understanding of the skill of the teacher or counselor for specific indicators. Artifact data is typically identified at the beginning of the evaluative cycle and is collected during the Developmental Phase. The teacher or counselor will attempt to obtain the data requested by the evaluating administrator and may provide additional data about performance. Examples of planned artifact data include input from other supervisors, student performance information, teaching or counseling materials, such as curricula or a lesson plan, management records, and information from other sources that relate to the developmental process. All data must be current, documented on the Observation Form, and discussed with the individual at a mutually agreeable time.

1. **Unplanned Data**

Unplanned data is information which comes to the attention of the evaluating administrator without purposeful intent to collect this data. Unplanned data may be observed by the evaluating administrator or by others and may include artifacts not purposefully collected. The following is an explanation of each type of unplanned data appropriate to the evaluative process:

**a. Observed Data (Unplanned)**

Teachers, counselors, and their evaluating administrators typically work in the same school. This frequent contact provides the opportunity for the evaluating administrator to observe the teacher’s or counselor’s performance at times when the evaluating administrator was not purposefully collecting data for the evaluation process. When the evaluating administrator notes performance which is significant, either of a positive or negative nature, the evaluating administrator may choose to document that performance on a Developmental Data Form. The evaluator should then reference the Developmental Data Form on the Observation Form by adding the following: “Please see the Developmental Data Form date MM-DD-YYYY” in the comment section of the appropriate indicator. The evaluator may include the information as part of the teacher’s or counselor’s evaluation process. “Significant” shall be construed to mean sufficiently great or important to be worthy of attention. Whenever information is included in this manner, the teacher or counselor and evaluating administrator will discuss the information and the teacher or counselor will receive a copy of the Developmental Data Form and the Observation Form. All data must be current, documented on the Developmental Data Form and the Observation Form, and discussed with the teacher or counselor within three (3) days when the evaluating administrator and teacher or counselor are at school.

**b. Non-Observed Data (Unplanned)**

Unplanned non-observed data is unsolicited information brought to the attention of the evaluating administrator by others in written or oral form. Examples include telephone calls, personal discussions, letters, and memos. When non-observed data is shared with the evaluating administrator, the responsibility of the evaluating administrator is to determine its significance, discuss the issue with the teacher or counselor within three (3) days when the evaluating administrator and teacher or counselor are at school, and, if determined significant, document on a Developmental Data Form. The evaluator should then reference the Developmental Data Form on the Observation Form by adding the following: “Please see Developmental Data Form dated MM-DD-YYYY” in the comment section of the appropriate indicator. “Significant” shall be construed to mean sufficiently great or important to be worthy of attention. The teacher or counselor will receive a copy of the Developmental Data Form and the Observation Form.

**B. Data Documentation**

Concerns involving job performance shall first be shared either verbally or in writing with the employee. If the concern is deemed significant, it may be referenced on the Observation Form. “Significant” shall be construed to mean sufficiently great or important to be worthy of attention.

The Observation Form provides the format for documenting all data collected in the evaluative process. The role of the evaluating administrator is to record pertinent data. The data becomes the basis for discussions between the teacher or counselor and evaluating administrator about job performance. ~~The teacher or counselor and evaluating administrator retain a copy of the Observation Form.~~  A copy of the Observation form will be available in the employee’s electronic file.

At least once during the developmental phase, the evaluating administrator and teacher or counselor will discuss each selected indicator. Other pertinent indicators may also be discussed.

**C. Conferencing**

After recording data on the Observation Form, the teacher or counselor and evaluating administrator will privately discuss the data. For observed data, this conference shall occur within three school days. If more than three (3) days when the evaluating administrator and teacher or counselor are at school transpire between the observation and the conference, either party has the option to request another observation. Teachers and counselors shall not be asked to backdate Observation Forms.

Upon documentation of non-observed data on the Developmental Data Form, a conference will be held with the teacher or counselor within three (3) days when the evaluating administrator and teacher or counselor are at school. Planned artifact data will be discussed at a mutually agreeable time.

The teacher or counselor and evaluating administrator sign the Observation Form, indicating the information has been discussed. Either party will have the opportunity to make written comments. Any additional written comments by either party must be shared within then (10) working days, appended to the Observation Form, and discussed at a mutually agreeable time. Observations that were not documented on an Observation Form, signed by the teacher or counselor, and on file will not be included in the Summative Evaluation Report. During the conference, if the teacher/counselor refuses to sign the Observation Form, “refused to sign” with the date will be noted in lieu of the teacher or counselor’s signature. ~~A copy of the Observation Form complete with note and date shall be given to the teacher or counselor prior to the conclusion of the conference.~~ A copy of the Observation form will be available in the employee’s electronic file.

**D. Administrative Conferencing**

In the event of significant data requiring a conference with the Assistant Superintendent of Human Resource Services, teachers or counselors and their Association representatives will meet with the Assistant Superintendent of Human Resource Services at a mutually agreeable time.

**E. Professional Development Plans (PDPs)**

Professional Development Plans are used to strengthen performance on specific indicators. A well-written Professional Development Plan includes an identifiable, precise objective, strategies for achieving that objective, and the means for determining when that objective has been completed. The Professional Development Plan will be created using the Professional Development Plan tools available.

All teachers and counselors will develop or extend a Professional Development Plan based on a selected indicator annually. The teacher or counselor will work to accomplish the plan and discuss progress and results as appropriate. These plans may be developed collaboratively or individually, at the teacher’s or counselor’s discretion.

**F. Student Learning Objectives (SLOs)**

Each permanent and probationary teacher will complete two Student Learning Objectives every year. Student Performance Measures will be a significant contributing component of the teacher’s summative evaluation. These SLOs may be developed collaboratively or individually.

**G.**  **Student Growth**

~~Student growth data (Student Learning Objectives-SLOs) will be utilized in teacher evaluations.~~

Student growth data will be utilized as a significant contributing component of the teacher’s summative evaluation. Measures of growth in student learning will include multiple years of comparable student data and may include when available: district benchmark assessments; student learning objectives; as well as state assessments.

Teachers

50% observation data

20% PDP/Student Surveys (when available)

30% combined student growth data

Counselors and Librarians

50% observation data

50% PDP/Student Surveys (when available)

**H. Student Surveys ~~(optional)~~**

Probationary and tenured teachers with students in grade (4) or higher ~~may~~ will give the survey each year. ~~Tenured teachers with students in grade (4) or higher may will give the survey~~ **~~once~~** ~~during their summative evaluation year~~ **~~cycle.~~** Survey results ~~(if administered)~~ will be discussed during evaluation conferences and will be included in the Summative Evaluation Report.

1. **~~Professional School Counselor, Instructional Support Leader, and Library Media Specialist Evaluation~~**

~~Each probationary and permanent counselor, ISL, and librarian will complete the Evaluation Organizer every year. These Evaluation Organizers may be developed collaboratively or individually, at the counselor’s, ISL’s, or librarian’s discretion.~~

**I. ~~J.~~ Professional Improvement Plans**

If the evaluating administrator believes a teacher’s or counselor’s performance on one or more indicators is consistently below expectations, and after specific supports have been offered and documented, the evaluating administrator will work with the teacher or counselor to develop and implement a separate Professional Improvement Plan on each indicator identified as below expectations. The plans should be written as soon as the evaluating administrator documents the need for improvement on the Observation Form. All evaluating administrators must inform the Assistant Superintendent of Human Resource Services and the appropriate Area Superintendent prior to the creation of any Professional Improvement Plan. All evaluating administrators must also inform the Central Office Administrator in charge of the mentoring program prior to the creation of any Professional Improvement Plan for any teacher or counselor participating in the mentoring program. This section will not apply to policy and legal violations.

If multiple indicators are identified, multiple plans for improvement must be written. The appropriate Central Office Administrator will work with the evaluating administrator and teacher or counselor to prioritize objectives associated with indicators identified as below expectations.

Prior to a teacher or counselor being marked as not recommended for re-employment on the Summative Report, the teacher or counselor must at a minimum be placed on a Professional Improvement Plan, with the time and supports necessary for improvement. A probationary teacher not meeting the performance expectations of the Professional Improvement Plan may be non-renewed effective the end of the school year. However, the inability to resolve concerns through a Professional Improvement Plan could result in an Assistance Plan as outlined in Section V.

Professional Improvement Plans will include short-term and/or long-term goals. The teacher’s or counselor’s evaluating administrator will work to assist the teacher or counselor in the accomplishment of plans. Plans and related goals may be revised as appropriate during the evaluation cycle.

Once a Professional Improvement Plan has been initiated, subject area coordinators, directors, professional associations, and others may be asked to provide assistance to the teacher or counselor. Participation in activities that occur outside of or during the school day may need to be facilitated by the evaluating administrator.

**III. Summative Phase**

The Summative Phase is the review and synthesis of developmental data pertaining to teacher or counselor performance. It includes the teacher’s or counselor’s summative report and a summative conference about performance and job recommendation. Observations or Developmental Data Forms that were not documented on an Observation Form, electronically signed by the teacher or counselor, and ~~on~~ available in the employee’s electronic file will not be included in the Summative Evaluation Report. During the conference, if the teacher/counselor refuses to sign the Observation Form, “refused to sign” with the date will be noted in lieu of the teacher or counselor’s signature. ~~A copy of the Observation Form complete with note and date shall be given to the teacher or counselor prior to the conclusion of the conference.~~ A copy of the Observation form will be available in the employee’s electronic file.

**A. Summative Report**

The Summative Report represents the evaluating administrator’s judgment about the teacher’s or counselor’s performance during the evaluation cycle. The document is a summary of all information pertinent to the teacher’s or counselor’s performance including documented data, artifacts, and Professional Plans. It also includes the evaluating administrator’s recommendation to the Superintendent and Board of Education about continued employment.

**B. Summative Conference**

After completing the Summative Report, the evaluating administrator will conduct a conference with the teacher or counselor to review the report. The Summative Report and the conference will be completed prior to March 1 for probationary teachers and counselors, and by May 15 during the final year of the ~~four~~ threeyearevaluative cycle for permanent teachers and counselors and shall be dated on the conference day. Teachers and counselors shall not be asked to backdate summative evaluations. Input provided to the evaluating administrator by other evaluating administrators shall be clarified during the conference.

The teacher or counselor and evaluating administrator will electronically sign the Summative Report, indicating the document has been read and discussed. Either party will have the opportunity to attach written comments on the report at that time. Additional written comments by either party must be shared within ten (10) working days and will be appended to the original copy of the Summative Report. Electronic Copies of the report will be ~~retained by the teacher or counselor, the evaluating administrator, and the District Human Resources Office.~~ available in the employee’s electronic file.

**IV. Evaluation Cycle**

**A. Scheduling for Permanent Teachers and Counselors**

A Summative Report will be completed at least once everythree~~four~~ years for permanent teachers and counselors. The Summative Report will be completed during the final year of the three ~~four~~ year cycle. This report shall be completed prior to May 15. Additional Summative Reports may occur as deemed necessary by the evaluating administrator or as requested by the teacher or counselor. If a Summative Report of a permanent teacher or counselor is going to occur more frequently than once every three ~~four~~ years, the teacher or counselor will be notified.

**B. Scheduling for Probationary Teachers and Counselors**

A Summative Report will be completed for probationary teachers and counselors for each year of probationary status. This report shall be completed prior to March 1.

**V. The Formal Assistance Plan**

If a teacher or counselor fails to meet the expectations for performance as outlined by the Professional Improvement Plan, a Formal Assistance Plan may be initiated. The Formal Assistance Plan consists of:

1. A statement of deficiencies.

2. A program, containing suggested corrective measures, to be followed.

3. Sources of assistance for the teacher or counselor.

4. A monitoring system for the program.

5. A timeline for improvement.

6. A definition of success and how it will be measured.

In discussing, organizing, and implementing the Formal Assistance Plan, the evaluating administrator shall work with the appropriate Assistant Superintendent and make available all appropriate District resources to the teacher or counselor, such as peer teachers, in-service, clinics, District support staff, professional associations, medical assistance, etc. The teacher or counselor and evaluating administrator may seek additional support in this plan from a mutually agreed upon observer and/or observation team of peer representatives and supervisory staff.

In the event a teacher or counselor is in need of a medical treatment during the formal assistance plan, the plan will be placed on hold to resume when teacher/counselor returns to work. If a medical professional deems the medical condition of the teacher or counselor to be a significant contributing factor to the need for the plan and determines the condition to be managed, the plan shall remain on hold for 30 calendar days upon return of the teacher or counselor. While the plan is on hold, any non-evaluative supports may continue. At the end of the 30 days, a review of the appropriateness of the plan to continue will occur.

Once the Formal Assistance Plan is initiated, success of the plan is based upon the teacher’s or counselor’s performance on the objectives of the Formal Assistance Plan.

The Formal Assistance Plan must precede an employment recommendation made by the Superintendent to the Board for non-renewal or termination of a permanent teacher’s or permanent counselor’s contract due to performance except as specified by state law (168.114 and 168.126).

**VI. Appeal**

A teacher or counselor who is dissatisfied with the Summative Report should be directed to have a second conference with the evaluating administrator to discuss the disagreements.

If the disagreement cannot be resolved by the evaluating administrator, the teacher or counselor should have a conference with the administrator’s immediate supervisor.

Should such a conference fail to produce satisfactory results, the teacher’s or counselor’s next step is to arrange a meeting with the Chief Human Resources Officer.

If that meeting does not end the dissatisfaction, the teacher or counselor may take the disputed matter to the Superintendent.

The teacher’s or counselor’s final recourse is an audience with the Board of Education.

**VII. System Review**

The Superintendent will cause an annual review of the evaluation system to promote the maintenance of an effective, fair, and efficient system that is comprehensive and performance-based. This review will be made by a District Evaluation Committee composed of seven teachers designated by the president of the recognized Teachers’ Association and six administrators designated by the Superintendent.

# 1109 EXTRA PAY POSITIONS

Individuals who are assigned sponsorship of extra class activities shall be eligible for extra compensation if sponsorship activities require more than 60 hours per year. Whenever possible, only one such sponsorship per year will be assigned to a given individual. All extra pay positions are classified according to seven levels of responsibility and compensation upon approval of the Board of Education. Changes to the Extra Pay Position List should be recommended to the Administration by the Extra Pay Committee and then approved by the Board of Education. A schedule of extra class assignments, including payments, shall be recommended by the Superintendent and approved by the Board of Education. Department chairs and teachers in charge shall be compensated for these additional duties at the same rate of increase as other extra pay positions. All extra pay compensation will increase by 2%. Amendments to such schedule shall be recommended by the Superintendent and approved by the Board. When an individual is assigned extra student activities by the Superintendent, the individual shall receive an extra duty and/or extended time contract. This contract ~~or notification of employment~~ shall be issued prior to the employee assuming sponsorship. The employee shall not be held responsible for any responsibilities related to the position until a contract has been issued and accepted by the employee. These documents shall specify the extra student responsibility and the amount of extracompensation**.** An annual extra pay salary schedule can be found on the FergusonFlorissant website under salary schedule information. Extra duty and/or extended time contracts are in effect only during the school year of issuance (July 1-June 30). If an individual is relieved of an extra student activity, extra compensation shall terminate. When this occurs during the school year, an equitable pro rata arrangement shall be made. In the event that positions that are listed on the extra-pay positions list will not be filled, the extra pay committee will be notified by the May 1st meeting, and each employee who will not receive a contract will be notified by Human Resources prior to the start of the extra pay responsibility. Revised 04/04, 04/05, 04/10, 04/11, 04/14, 03/15, 03/16, 03/17, 3/21

# 2039 PREPARING REPORTS AS REQUIRED BY STATE LAW, LOCAL POLICY, OR ADMINISTRATIVE REGULATION

~~It is the responsibility of the teacher to keep such reports and records as may be required by the Superintendent or principal. Records may include pupil permanent record cards, cumulative test records, attendance records, and health records. Reports may be of various types and may be required periodically throughout the school year.~~

~~All teachers are required to keep a grade book/computer generated grade reports of definite and permanent records for each class in all grades. Records must be labeled for each class—subject, hour (if high school), grade and date semester begins and ends. Teachers using computer generated grade reports shall print a hard copy of student grades/attendance and permanently attach this data in the official grade book. Quarter and semester grades must be recorded. Teacher grade books are collected at the end of the year and filed for five years. Refer to Appendix L - Missouri Public School Records Manual. Revised 05/99, April 04/19~~

# Appendix L

Please refer to the following webpage to view the Missouri Public School Records Retention Schedule: : ~~http://sos.mo.gov/archives/localrecs/schedules/school.pdf~~ [*https://s1.sos.mo.gov/CMSImages/LocalRecords/PublicSchool.pdf*](https://s1.sos.mo.gov/CMSImages/LocalRecords/PublicSchool.pdf)

# Policy 3045: STUDENT SUSPENSION, EXPULSION, REMOVAL, AND RE-ADMISSION OF STUDENTS

Note: The following procedures apply to all students except those who are legally defined as disabled. Procedures applicable to disabled student are described in Board Policy 3044.

The Board of Education believes that the right of a child to attend free public schools carries with it the responsibility of the child to attend school regularly and to comply with the lawful policies, rules and regulations of the school district. This observance of school policies, rules and regulations is essential for permitting others to learn at school.

Administrative prerogative to exclude a student from school is permitted for the following reasons:

1. violation of school rules and regulations,
2. conduct which materially or substantially disrupts the rights of others to an education,
3. conduct which endangers the student, other students or the property of the school.
4. prior conduct, suspension and/or expulsion from another school district.

The term "suspension" refers to an exclusion from school that will not exceed a specific period of time. The term "expulsion" refers to permanent exclusion from any school within the Ferguson-Florissant School District. Procedures that should be followed to suspend a student differ from those that are required to expel a student.

**Suspensions**

A principal or designee may suspend a student for up to ten (10) school days. The superintendent may suspend a student for up to 180 school days. Procedures for suspending a student are outlined below.

1. Before suspending a student, a principal or designee must (a) tell the student, either orally or in writing, what misconduct he or she is accused of; (b) if the student denies the accusation, explain, either orally or in writing, the facts that form the basis for the proposed suspension; and (c) give the student an opportunity to present his or her version of the incident.
2. If the principal or superintendent concludes that the student has engaged in misconduct punishable by suspension, the procedures described below apply unless the student is disabled. (If the student is disabled, the procedures described in Board Policy 3044 apply.)
3. The principal or designee should determine whether the student should be suspended or whether alternative measures would be appropriate.
4. If suspension is imposed, an attempt will be made to promptly notify the student's parents or guardians of the suspension and the reasons for the action.
5. The superintendent may revoke a suspension, either in part or full, at any time.
6. If a student is suspended for more than ten (10) days, the following rules apply:
7. The student or his or her parents or guardians have a right to appeal the superintendent's decision to a committee of the Board appointed by the Board president.
8. If the student gives notice that he or she wishes to appeal the suspension to the Board, the suspension shall continue until the Board renders its decision.
9. All notices of appeal shall be transmitted, in writing, by the appealing party to the office of the superintendent.
10. The superintendent, when notified of an appeal, shall promptly transmit to a committee of the Board a full written report of the facts relating to the suspension, the action taken by the superintendent, and the reasons for said action.
11. Upon receipt of a notice of appeal, the Board will schedule a hearing and within a reasonable time in advance of the scheduled date, will notify by certified mail the appealing party of the date, time and place of the hearing and of the right to counsel, to call witnesses, and to present evidence at the hearing.
12. Hearings of appealed suspensions will be conducted as described in the policy dealing with student disciplinary hearings.
13. Prior to the re-admission or enrollment of a student in accordance with this policy, a conference must be held to review the student’s conduct that resulted in the suspension and any remedial actions needed to prevent future occurrences of such conduct or related conduct. This information will be recorded on the Intervention Plans for Readmission (Appendix Y) and copies will be given to all parties involved in direct contact with the student. The conference shall include the appropriate school officials including any teacher directly involved with the conduct that resulted in the suspension, the student, and the parent or guardian of the student or any agency having legal jurisdiction, care, custody or control of the student. The administrator of the Student Support Center or designee shall notify, in writing, the parents or guardians and all other parties of the time, place, and agenda of any such conference.

Failure of any party to attend this conference shall not preclude the District from holding the conference.

**Expulsions**

Only the Board may expel a student. The applicable procedures are outlined below.

1. The procedures for the suspension of a student in excess of ten days will be followed.
2. If the superintendent concludes that the student has engaged in misconduct and should be expelled, the procedures described below apply unless the student is disabled. (In the case of a disabled student, the procedures described in Board Policy 3044 shall apply.)
3. The superintendent will recommend to the Board that the student be expelled. The superintendent may also suspend the student for up to 180 days, if he or she believes that the student's presence would pose a continuing danger to persons or property, or an ongoing threat of disrupting the academic process.
4. Upon receipt of the superintendent's recommendation, the board will follow the procedures described in the policy dealing with student disciplinary hearings. The Expulsion Hearing will be closed. After meeting with the Superintendent or designee, the parent or legal guardian may waive, in writing, the right to an expulsion hearing.
5. If the student is expelled, he or she may later apply to the Board for re-admission. Only the Board can readmit an expelled student. Prior to the re-admission or enrollment of any student who has been expelled in accordance with this policy, a conference must be held to review the student's conduct that resulted in the expulsion and any remedial actions needed to prevent future occurrences of such conduct or related conduct. This information will be recorded on the Intervention Plan for Readmission (Appendix Y) and copies will be given to all parties involved in direct contact with the student. The conference shall include the appropriate school officials including any teacher directly involved with the conduct that resulted in the expulsion, the student, and the parent or guardian of the student or any agency having legal jurisdiction, care, custody or control of the student. The Board of Education or designee shall notify, in writing, the parents or guardians and all other parties of the time, place, and agenda of any such conference. Failure of any party to attend this conference shall not preclude the District from holding the conference.

**See Appendix C, Ferguson-Florissant School District Title IX Grievance Procedures, for specific information for sexual discrimination or sexual harassment formal complaints.**

Adopted 11/92, Revised 12/96, 04/10, 04/13, 03/21

# Policy 1060: HARASSMENT-FREE ENVIRONMENT

All employees and students of the Ferguson-Florissant School District, in accordance with Board policy and federal and state statutes, have the right to an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive. The prohibitive conduct includes all forms of harassment or discriminatory conduct because of age, race, sex, religion, gender, disability, national origin, or as to any other conduct which creates an intimidating, hostile or offensive environment by any employee, affiliated staff, student, or any other persons visiting the District.

**Definitions:**

* **"Harassment" --** Whenever the term "harassment" is used in the policy or these guidelines it shall mean any unwelcome or inappropriate communication or conduct (verbal, written, electronic or physical) toward another because of that individual's race, color, religion, sex, national origin or disability which has the direct or indirect purpose or effect of unreasonably interfering with an individual's work, academic performance, extracurricular performance or use of school district facilities, or conduct which has the effect of creating an intimidating hostile or offensive work or learning environment.
* **"Environment" --** Whenever the term "Environment" is used in the policy or these guidelines, it shall mean any curricular or extra-curricular activity sponsored in whole or in part by the school district wherever located. It also includes off campus actions which may impact or be related to school relationships.
* **"Severe, Pervasive or Persistent" --** Whenever the term "severe, pervasive or persistent" is used in the policy or these guidelines, it shall mean conduct which generally consists of sustained and non-trivial conduct which constitutes more than casual or isolated incidents which are severe or harmful to the employee, student or individual. Generally, the severity of the incidents which are needed to establish a hostile environment vary inversely with their pervasiveness or persistence.

It is illegal and against District policy for any person to harass another person by:

1. knowingly making unwelcome sexual advances or requests for sexual favors, or by making other verbal or physical gestures or conduct which are not welcome, personally offensive, or otherwise undermines the integrity of the work environment;
2. making submission to or rejection of conduct as a basis for making employment decisions affecting another employee; or
3. c. exhibiting conduct that has a purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive environment.

Employees/students who are victims of harassment or who witness harassment should document and report the matter immediately to their direct supervisor/teacher unless the alleged harasser is the direct supervisor/teacher, in which case the employee/student should bypass the supervisor/teacher and take the complaint to an administrator or report the same to the Assistant Superintendent of Human Resources. The supervisor/teacher or administrator receiving the complaint shall investigate promptly. If the matter is not resolved satisfactorily at the supervisory level, the employee should report the matter to the Assistant Superintendent of Human Resources. A student should report the matter to the building principal, to the administrator of the Student Support Center at 839-5959, or to the Assistant Superintendent of Secondary Education at 506-9085.

Upon receiving a complaint of harassment, the Assistant Superintendent of Human Resources will cause a prompt investigation to be made. Information regarding complaints of harassment will be handled in a confidential manner, and the information gathered will only be revealed to those directly involved with the investigation and/or as needed to resolve the complaint, or as required by law.

Appropriate action will be taken by the District against any person found after appropriate investigation to have engaged in prohibitive conduct or to have falsely accused another of harassment. Appropriate disciplinary action of employees, up to and including termination consistent with applicable District policies and guidelines, will be taken. In the event the person involved is not an employee, other appropriate action will be taken to prohibit a reoccurrence or to bar the person from the premises. Students who harass others shall be subject to disciplinary action consistent with the District's Student Code of Conduct.

Any person bringing a complaint of harassment or who assists in the investigation by giving testimony of such a complaint will not be retaliated against nor adversely affected provided they have not presented false testimony or accusations.

It is the responsibility of all staff/students to report, in a timely manner, all forms of harassment or conduct which violate this policy. (Refer to Policies 8014 and Appendix O)

**See Appendix C, Ferguson-Florissant School District Title IX Grievance Procedures, for specific information for sexual discrimination or sexual harassment formal complaints.**

Revised 04/01, 03/21

# APPENDIX C- Title IX Definitions and Grievance Procedures

In compliance with Title IX and its regulations, the District outlines the following procedures for Title IX Reports and Complaints.

Definitions

"Sexual harassment" means conduct on the basis of sex that involves:

• A District employee conditioning district aid, benefits, or services on an individual's participation in unwelcome sexual conduct;

• 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 recipient's education program or activity; or

• Sexual assault, dating violence, domestic violence, or stalking as defined by the statutes cited in 34 C.F.R. §106.30.

"Education program or activity" means locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Supportive measures" mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment.

The range of supportive measures available to complainants and respondents may include:

• counseling

• extensions of deadlines or other course-related adjustments

• modifications of work or class schedules

• campus 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

• other similar measures as deemed appropriate by the Title IX Coordinator after considering the wishes of complainant and the facts and circumstances of the complaint.

"Formal complaint" means any document filed by a person alleging to be victim of conduct that could constitute sexual harassment ("complainant") or signed by the Title IX Coordinator. It does not need to be filed in paper form. It does not need to be signed by the complainant, but it must indicate that the complainant is the person filing the complaint.

Filing a Report

Any person may report sex discrimination, including sexual harassment, to the Title IX Coordinator. A report may be made whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment.

In response to any report of sex discrimination or sex harassment received by the Title IX coordinator, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, as defined above. Supportive measures are available with or without filing a formal complaint. The Title IX Coordinator will also consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Disciplinary sanctions cannot be imposed against a respondent unless a formal complaint is filed, and the grievance procedure described below is completed.

The Title IX Coordinator will keep confidential the identity of any individual who has made a report or complaint of sexual harassment, any individual who has been reported for sexual harassment, any respondent, and any witness, except as necessary to carry out this grievance procedure and to satisfy the District's duties under the Family Educational Rights and Privacy Act (FERPA) or any other applicable law.

Response to Formal Complaints of Sexual Harassment

Within five (5) calendar days after receiving of a formal complaint, the Title IX Coordinator will provide a written Notice of Allegations to the parties who are known. Formal Complaints can be resolved in the following ways: through an investigation and determination of responsibility, administrative dismissal, or informal resolution. These processes are described below.

Investigation

The Title IX Coordinator, Superintendent/Designee will perform the investigation. The parties will be allowed an equal opportunity to provide additional evidence to the investigator or refer the investigator to additional witnesses. The Title IX Coordinator will not prohibit the parties from discussing the allegations of the formal complaint or gathering and presenting additional evidence to the investigator.

Either party is entitled to the presence of the FFNEA Employee Rights Chair or an advisor—who may or may not be an attorney—during any investigative interview or other grievance proceeding for which the party's attendance is invited or required. The party, FFNEA Employee Rights Chair and their advisor will be provided written notice of the date, time, and location of any such proceeding and reasonable time to prepare to participate.

The Title IX Coordinator will allow each party an opportunity to submit written, relevant questions that a party wants asked of any party or witness; provide each party with the answers; and allow for additional, limited follow-up questions from each party.

Unless additional time for a full and fair investigation is deemed necessary by the Title IX Coordinator or granted to a party upon a showing of good cause, the Title IX Coordinator or the Superintendent/Designee

will strive to complete its investigation within twenty (20) calendar days after receiving of a formal complaint.

At the conclusion of the investigation, the Title IX Coordinator will provide both parties and their advisors a copy of all evidence gathered by the District that is directly related to the allegations in the formal complaint for inspection and review. Both parties will be allowed ten (10) calendar days to submit a written response to the evidence gathered. After considering any written responses, the Title IX Coordinator will provide the parties and their advisors with a written Investigative Report that fairly summarizes the relevant evidence. The parties will be allowed an additional ten (10) calendar days to submit a written response to the Title IX Coordinator prior to any determination of responsibility.

A written request for a delay or extension of such deadlines may be submitted to the Title IX Coordinator by either party prior to the lapse of the applicable deadline. Whether to grant an extension of time is a discretionary decision of the Title IX Coordinator and is not a basis for appeal.

Determination of Responsibility

The respondent to a formal complaint of sexual harassment is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The standard of proof for determining responsibility will be a preponderance of the evidence. This standard will apply whether the respondent is a student or an employee.

The Title IX Coordinator, Superintendent/Designee will review the Investigative Report as well as any written responses, questions, and answers submitted with regard to the Investigative Report.

The Title IX Coordinator, or the Superintendent/Designee will issue a reasonably prompt written determination of responsibility regarding the allegations listed in the Notice of Allegations, which will include all information required by law.

This determination will be based on the Investigative Report and any responses, questions, and answers submitted, within the (10) days. The written determination will be provided simultaneously to both parties. The Title IX Coordinator or the Superintendent/Designee will be responsible for implementation of any remedies imposed by the decision-maker.

Appeal

Either party may appeal a determination regarding responsibility or the administrative dismissal of a formal complaint by filing a written request for appeal with the Title IX Coordinator within 7 (seven) calendar days after receiving notice of the determination or dismissal. The request must state the basis for the appeal, which must be one of the following grounds:

• Procedural irregularity that affected the outcome of the matter;

• New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;

• The Title IX Coordinator, or the Superintendent/Designee had a conflict of interest or bias that affected the outcome of the matter.

An appeal that is not based on one of the foregoing grounds or is untimely without good cause will be administratively dismissed. The Title IX Coordinator or the Superintendent/Designee will notify the other party, and the FFNEA Employee Rights Chair, or their advisor in writing that an appeal has been filed and will designate an appellate decision-maker to decide the appeal. Both parties will be

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allowed ten (10) calendar days following the notice of appeal to submit a written statement to the appellate decision-maker supporting or opposing the outcome below. The Title IX Coordinator or the Superintendent/Designee ~~appellate decision-maker~~ will consider these statements as well as the Investigative Report, and any questions, and answers submitted to the initial decision-maker.

Administrative Dismissal

The Title IX Coordinator or the Superintendent/Designee will dismiss a formal complaint if, at any time following the receipt of a formal complaint, it is determined that:

• the conduct alleged would not constitute "sexual harassment" as defined by this policy even if proved,

• the conduct alleged did not occur in the District's educational program or activity, • the complainant notifies Title IX Coordinator or the Superintendent/Designee in writing of desire to withdraw formal complaint,

• the respondent is no longer enrolled or employed by the District, or • specific circumstances prevent the District from gathering evidence sufficient to reach a determination.

The Title IX Coordinator or the Superintendent/Designee will promptly notify the parties of an administrative dismissal and the reason for the dismissal.

Informal Resolution

If the parties agree to participate in an informal resolution process, the Title IX Coordinator or the Superintendent/Designee will work with the parties, FFNEA Employee Rights Chair and their advisor to reach a mutually agreeable resolution without completing the full Title IX grievance procedure. Any informal resolution process is a voluntary process and may be attempted at any stage of this procedure prior to the issuance of a determination of responsibility.

A party will not be punished or disadvantaged in any way for declining to participate in an informal resolution process. The manner in which the informal resolution process will be determined is on a fact specific, case-by-case basis determined and analyzed by the Title IX Coordinator, or the Superintendent/Designee who will consider the suggestions of the parties. The informal resolution process may include but is not limited to a conference with the Title IX coordinator, or the Superintendent/Designee, FFNEA Employee Rights Chair, or advisor.

Before an informal resolution process is commenced, the Title IX Coordinator or the Superintendent/Designee will provide a written notice disclosing the manner of the informal resolution process, the effects of the process on the formal grievance procedure, and the rights of the parties to withdraw from the informal resolution process. The parties must then consent to the informal resolution process in writing.

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.

Informal resolution is not available for formal complaints alleging an employee sexually harassed a student. Additionally, the Title IX Coordinator, or the Superintendent/Designee will not facilitate an informal resolution between a complainant and respondent unless a formal complaint has been filed.

Retaliation Prohibited

Intimidating, threatening, coercing, discriminating, or otherwise retaliating against any individual because they have made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under this policy is prohibited. The Title IX Coordinator will appropriately investigate and respond to any allegations of retaliatory conduct consistent with this Procedure.

Relationship to Other District Policies and Regulations

Should this Title IX Grievance Procedure conflict with other District policies or procedures, this Grievance Procedure will apply to all formal complaints of sexual harassment made to the Title IX Coordinator that meet the definitions described in this Policy.

# Agreement regarding Title IX training

The FFNEA is requesting an agreement with the Ferguson-Florissant Administration Team to have the FFNEA Employee Rights Chair, FFNEA President, and designee receive Title IX training by the Ferguson-Florissant Title IX Coordinator.

# Transportation Handbook Agreement

FFSD and the FFNEA are entering into a mutual agreement that language will be added to the Collective Bargaining Agreement in Article 13 during the Negotiations process for 23-24. This language will state that any changes to the Transportation Handbook shall be mutually agreed upon by an FFSD and FFNEA combined subcommittee.

# Administration/Ferguson-Florissant NEA Committee Agreement

Article 9 Section 4- Teachers Participating in School/District Events

FFSD and the FFNEA have a mutual interest in clarifying the language currently in Article 9 Section 4 by communicating the language below to all staff.

Another goal will also be to bring this language forward to Article 9 Section 4 of the Collective Bargaining Agreement during Negotiations. Also, to consider what impact, if any, Article 9 Section 4 has on Article 13 Section 10 to determine if this language needs amending to fit practice.

**Communication for clarity of Collective Bargaining Agreement Article 9 Section 4**

Teachers may be required to participate in up to 9 events per year. **Of the 9 events, no more than 5 events shall be denoted as mandatory for all certified staff in the building.** During O-Week, a **school** calendar of events shall be presented to certified staff **that includes all mandatory events for the school year. Certified staff shall have an opportunity to sign up for non-mandatory events. The total of mandatory and teacher-selected non-mandatory events shall not exceed 9, except on a voluntary basis. Building administration may ask that some non-mandatory events have representation from grade levels, teams or departments with advance notice.**