

SECTION C
GENERAL SCHOOL ADMINISTRATION

CB	School Superintendent
CBA	Qualifications and Duties of the Superintendent
CBB	Recruitment and Appointment of Superintendent
CBC/CBD	Superintendent's Contract/Compensation and Benefits
CBC/CBD-E	Superintendent's Contract
CBG	Evaluation of the Superintendent
CBG-R	Evaluation of the Superintendent
CBG-E	Superintendent's Rating Scale
CBH	Superintendent's Termination of Employment
CBHA	Superintendent's Retirement
CC	Administrative Organization Plan
CC-E-1	Organizational Chart (Responsibilities)
CC-E-2	Organizational Flow Chart
CF	School Building Administration
CGC	State and Federal Programs Administration
CH	Policy Implementation
CJ	Records Retention
CL/CM	Administrative Reports/School District Annual Report
CL/CM-R	District Program and Service Evaluation

SCHOOL SUPERINTENDENT

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

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

Adopted: December 3, 1990

Legal Refs: §§ 168.191, .201, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

QUALIFICATIONS AND DUTIES OF THE SUPERINTENDENT

TITLE: Superintendent of Schools

QUALIFICATIONS: The Superintendent shall have completed, at least, the equivalent of the Specialist's Degree in Educational Administration. A Doctor's Degree in Educational Administration is preferred. Three years of prior administrative or supervisory experience is required and three years of teaching experience is preferred. He or she shall hold a valid superintendent's certificate issued by the Missouri Department of Elementary and Secondary Education.

REPORTS TO: Board of Education

SUPERVISES: Central office administrators and school principals; through them, all personnel of the district.

JOB GOAL: To provide for effective administration of all schools and departments, and provide educational leadership throughout the school system and community.

PERFORMANCE RESPONSIBILITIES:

1. Serve as the chief executive officer of the Board of Education.
 - A. Attend all meetings of the Board except executive sessions of those meetings which are concerned with the superintendent's employment.
 - B. Submit to the Board recommendations relative to all matters requiring Board action.
 - C. Advise the Board about the programs, practices, and problems of the schools.
 - D. Facilitate the development of policies for Board consideration, and develop such administrative rules and procedures as may be necessary to implement Board policies.
 - E. Recommend the number and types of positions required to provide proper personnel for the operation of the school district.
 - F. Recommend for employment all employees of the district and assign, transfer, and recommend for dismissal any employees of the district.
 - G. Communicate directly or through delegation all actions of the Board relating to personnel matters to all employees; and receive from employees all communications to be made to the Board.
 - H. Suspend any employee for just cause, and report such suspension to the Board at the next meeting thereafter for final action.
 - I. Coordinate and evaluate the work of administrative staff members.
 - J. Coordinate staff discussions with professional and classified personnel.
 - K. Represent the schools before the public, and maintain a program of community relations to keep the public informed of the schools.

- L. Administer a positive educational program designed to meet the needs of the community and to carry out the policies of the Board.
 - M. Assume responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submit it to the Board for review and approval.
 - N. Coordinate the district's long-range facility planning.
 - O. Participate at appropriate stages in the grievance procedure.
 - P. Recommend annual goals for the school district.
2. Provide overall direction for the district's instructional program.
- A. Work with other staff members and the community in developing the general philosophy and goals of the total school curriculum.
 - B. Assume responsibility and provide leadership for all phases of the instructional program.
 - C. Develop and implement a coordinated sequential program of instruction that provides for meaningful progression from grade to grade.
 - D. Evaluate the effectiveness of the instructional program.
 - E. Keep abreast of developments in curriculum and instruction, in order to determine appropriateness for inclusion in the district's educational program.
 - F. Monitor curriculum development procedures to insure implementation of the district instructional plan.
 - G. Interpret the present curriculum and propose curriculum changes to the Board, the administration, the staff, and the general public.
 - H. Provide leadership as required for all areas in meeting the State AAA and NCA requirements.
 - I. Recommend to the Board for its adoption all courses of study, curriculum guides and major changes in materials to be used in the schools.
3. Provide general direction for the daily operation of the school district.
- A. Supervise the implementation of all constitutional or statutory laws, state and charter regulations, and Board policies.
 - B. Maintain directly or through delegation such personnel records, pupil accounting records, business records, and other records which are required by law and Board policy.
 - C. Direct the district's management information system program.
 - D. Attend community and staff meetings.
 - E. Visit all school buildings in the district on a regular basis.

- F. Attend such conventions and conferences as necessary to keep abreast of current educational trends.
- G. Delegate at own discretion to other employees of the Board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the superintendent of final responsibility for the action taken under such delegation.
- H. Perform such other tasks as may from time to time be assigned by the Board.

TERMS OF EMPLOYMENT:

The superintendent of schools shall be appointed for a term not to exceed three years at a regular January meeting of the Board of Education. He or she shall be employed on a 12 month basis.

Adopted: April 5, 1982
Revised: June 16, 1986

Fort Zumwalt School District, O'Fallon, Missouri

RECRUITMENT AND APPOINTMENT OF SUPERINTENDENT

The Board of Education is solely responsible for the recruitment, selection and appointment of the superintendent of schools. The Board will conduct an active search to find the individual believed most capable of putting into action the policies of the Board while remaining cognizant of the aspirations of the community as well as the professional and support staff.

The Board may seek the advice and counsel of interested individuals or an advisory committee. A consultant may be employed to assist in the selection of a superintendent. However, after a thorough consideration of qualified applicants, final selection will rest with the Board.

A vote of the majority of the whole Board will be required for the appointment of the superintendent.

Adopted: April 5, 1982

Revised: December 3, 1990

Legal Refs: §§ 162.301, 168.191, .201, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

SUPERINTENDENT'S CONTRACT/COMPENSATION AND BENEFITS

The Board of Education may employ a superintendent of schools for a contract not to exceed three years. The superintendent shall be employed on a twelve-(12) month basis. He or she shall be appointed not later than the regular meeting of the Board in January of each year.

Employment will be secured through a written contract which will state the terms of the appointment, compensation, vacation time, benefits and other conditions of employment. The superintendent's contract shall be reviewed annually, and may be extended at the discretion of the Board.

Adopted: April 5, 1982

Revised: December 3, 1990

Cross Refs: CBG, Evaluation of the Superintendent

Legal Refs: 29 U.S.C. § 633a
§§ 168.191, .201, 432.080, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20 _____ by and between:

_____ (hereinafter sometimes for brevity referred to as "Superintendent"),
and Fort Zumwalt School District Board of Education (hereinafter sometimes for brevity referred to as "Board"), an agency under law of the State of Missouri, herein represented by _____, its President.

WITNESSETH:

WHEREAS, at a meeting held _____, the Board appointed _____ to serve as superintendent effective July 1, 20_____; and,

WHEREAS, the parties hereto desire to reduce to writing the terms, conditions, privileges and obligations of the employment of the superintendent.

NOW THEREFORE, for and in consideration for the mutual covenants for the parties hereinafter set forth, be it agreed that:

1. The superintendent is hereby employed by the Board to serve as Superintendent for a term commencing July 1, 20 _____ and ending June 30, 20 ____.
2. The superintendent shall maintain during the life of this CONTRACT a valid and appropriate certificate to serve as superintendent in the State of Missouri.
3. Superintendent accepts employment as defined in this CONTRACT and agrees to perform such services as are required under the law of Missouri and as directed by the Board and to devote his or her time, skill, labor, and attention to said employment during the term of this CONTRACT.
4. Superintendent shall be paid an annual salary for twelve months) of _____ Dollars (\$ _____), less legal contributions and deductions.
5. Superintendent shall receive twenty (20) days vacation leave, exclusive of legal holidays, the time for the taking of which shall be subject to the approval of the Board President. the Superintendent shall retain any unused vacation days which may have been cumulated to his/her credit as an employee of the school district prior to July 1, 20 _____. Upon termination of his/her employment, the Board shall pay the Superintendent for unused vacation days at his/her then daily salary, in accordance with Board policy.
6. Superintendent shall be entitled to twelve (12) days of sick leave annually, with unlimited accumulation.
7. Additionally, Superintendent shall be provided the following benefits:
 - (a) Three (3) days of bereavement leave per incident.
 - (b) Group health, life and dental insurance as provided for all certificated employees.
 - (c) Group administrator's life and salary protector insurance as provided for all district administrative employees.
 - (d) Graduate hour reimbursement as established annually by the Board for the professional staff.

- (e) Reimbursement of unused sick days at the rate established annually by the Board for the professional staff. The retiring Superintendent may incorporate accumulated sick leave, including those days earned in the final year of employment, into his/her salary during the final year of employment with adjustments to the final paycheck made to reflect any use of sick leave taken during the final year.
 - (f) An in-district travel allowance paid during the life of this CONTRACT at the rate of _____ Dollars (\$_____) per month.
 - (g) Having membership dues in one professional organization paid for by the school district.
 - (h) Early retirement benefits as established annually by the Board for the professional staff.
8. Board agrees and Superintendent recognizes that a part of his/her duties shall be to attend appropriate professional meetings and to participated in other activities at the local, state and national levels which would benefit the school district, subject to the prior approval of the Board President, utilizing such procedure as they shall mutually adopt. Expenses incurred by execution of this provision shall be borne by the Board.
9. Superintendent agrees to have a comprehensive medical examination once each year; that a statement certifying to the physical competency of the Superintendent shall be filed with the secretary of the Board and treated as confidential information by the Board, with cost of said medical examination to be borne by the Board.
10. Superintendent shall not voluntarily request military leave during the life of this CONTRACT.
11. Superintendent may be terminated during the life of this CONTRACT for cause in accordance with the laws of the State of Missouri.
12. Additionally, this employment CONTRACT may be terminated by:
- (a) Mutual agreement of the parties.
 - (b) Retirement of the Superintendent.
 - (c) Disability of the Superintendent.
- Provisions of such termination shall be the sole discretion of the parties, except that such provisions shall not be violation of Missouri Law.
13. Board shall annually, but no later than February 15, review with the Superintendent his/her performance, including but not limited to, his/her progress toward established goals and the working relationships between the Superintendent and the Board.
14. Board agrees to notify Superintendent in writing, on or before March 15, 20___, whether or not it intends to renew his/her CONTRACT for an additional term commencing July 1, 20___, and the terms and conditions which it proposes. If the Board timely notifies the Superintendent that it intends to renew his/her CONTRACT, the Superintendent shall advise the Board in writing, within ten (10) calendar days of his/her receipt of said notice, whether or not the terms and conditions are acceptable. When the parties hereto agree upon the terms and conditions a new written CONTRACT shall be executed as soon as possible thereafter. If the Board timely notified the Superintendent in writing that it does not intend to renew his/her CONTRACT, then this CONTRACT shall terminate at 12:00 midnight on June 30, 20_____. If the Board fails to timely notify the Superintendent of its intention on renewal of CONTRACT, such failure of the Board will automatically result in an extension of this CONTRACT for one year beyond the date of termination, with all existing provisions prevailing.

15. Wherein this CONTRACT conflicts with Missouri law the CONTRACT shall be deemed to be amended to conform to Missouri law and be thereby otherwise binding upon the parties.

THUS DONE AND SIGNED by the parties at O'Fallon, Missouri on the day, month and year first above written and attested by the Secretary of the Board, whose signatures as WITNESS is included herein.

Superintendent

FORT ZUMWALT SCHOOL DISTRICT
BOARD OF EDUCATION

BY: _____
President
Duly Authorized

ATTEST:

Secretary, Board of Education

Adopted: April 5, 1982
Revised: July 19, 1982
Revised: January 20, 1986
Revised: April 21, 1986

Fort Zumwalt School District, O'Fallon, Missouri

EVALUATION OF THE SUPERINTENDENT

The Board and the superintendent, on an annual basis, will mutually establish a set of specific performance goals and standards for the superintendent. These will become the primary criteria for the Board's evaluation of the superintendent.

In January of each year, or as soon thereafter as practicable, the Board will devote a personnel session to the evaluation of the superintendent's performance. The superintendent shall be evaluated on the attainment of the goals and objectives which have been previously determined. Following this evaluation, the Board may extend the superintendent's contract.

Adopted: April 5, 1982

Cross Refs: CBC/CBD, Superintendent's Contract/Compensation & Benefits
CBHA, Superintendent's Retirement

Legal Refs: 29 U.S.C. § 633A
§§ 168.201, 168, 410, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

FORT ZUMWALT SCHOOL DISTRICT
SUPERINTENDENT'S EVALUATION

CONFIDENTIAL

DATE _____

EVALUATOR _____

Administrator: _____

Title: _____

Building: _____

INSTRUCTIONS: Each Board member is asked to evaluate the superintendent's effectiveness in each of the categories listed. Board members are asked to place a check mark in one of the columns provided under the following codification system: UNSATISFACTORY, NEEDS IMPROVEMENT, ACCEPTABLE, GOOD, OUTSTANDING, NOT RATED.

A. ADMINISTRATIVE/LEADERSHIP SKILLS	Unsatis- factory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Shows creativity and imagination in leadership responsibilities.						
2. Interprets, as well as administers, the rules, regulations and administrative requests of the school system.						
3. Supports policy and works for constructive change.						
4. Is willing to accept responsibility for decisions.						
5. Is able to function effectively in stressful situations.						
6. Demonstrates deep-seated belief that the public schools are operated for the benefit of the children enrolled in them -- not for boards, administrators, teachers or parents.						
7. Is aggressive about upgrading the public school system.						

COMMENTS: _____

B. ORGANIZATIONAL SKILLS	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Has clearly defined goals and objectives.						
2. Assists in the development of policy and guidelines for the district.						
3. Resourceful in visualizing and developing new ideas and methods.						
4. Is productive -- as shown by work output, time and energy devoted and results obtained.						
5. Provides long-range preventative solutions for reoccurring problems of the school and district as a whole.						
6. Completes tasks in a timely manner with a realistic blend between quality and quantity.						

COMMENTS: _____

C. COOPERATION/WORKING RELATIONSHIPS	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Recognizes the importance of all employees to the system and deals understandingly with each employee.						
2. Is able to form effective relationships.						
3. Encourages cooperation between the administration, building administration and teachers in the system.						
4. Seeks and accepts constructive criticism of his work.						

COMMENTS: _____

D. RELATIONSHIPS/BOARD	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Remains impartial toward the board, treating all board members alike.						
2. Refrains from criticism of individual or group members of the board, in private or public.						
3. Keeps the board informed on issues, needs, and operations of the school district.						

COMMENTS: _____

E. MANAGEMENT/SUPERVISORY SKILLS	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Makes self available to department staff						
2. Provides positive and open atmosphere in which dialogue may occur.						
3. Inspires respect and instills confidence by accepting responsibilities and deals promptly, objectively and frankly with matters as they arise.						
4. Understands and inspires others to fully achieve their potential.						
5. Recognizes competencies of other professionals.						

COMMENTS: _____

F. PERSONNEL SERVICES	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Evaluates effectiveness of individual staff members in accordance with Board Policy.						
2. Provides leadership in staff development (in-service education, positive self-concept, explanation and interpretation of new programs, regular/special education, coordination, periodic professional meetings.)						
3. Encourages good staff morale and loyalty to the organization.						
4. Delegates authority to staff members appropriate to the position each holds.						
5. Recruits and assigns the best available personnel in terms of their competencies.						
6. Treats all personnel fairly, without favoritism or discrimination, insisting on performance of duties.						
7. Takes an active role in development of salary schedules for all personnel and recommends to the Board the level which, within budgetary limitations, will best serve the interests of the district.						
8. Meets and confers with leaders of the teachers' association representing to the best of his ability and understanding the interest and will of the board.						

COMMENTS: _____

G. PROBLEM SOLVING/DECISION MAKING ABILITIES	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Utilizes information, assessments and evaluation results in decision making.						
2. Is able to change decisions when data indicates problems.						
3. Judgments are well defined, timely and lead to successful and practical results.						

COMMENTS: _____

H. PERSONAL QUALITIES	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Is sensitive to the reactions of other people and deals with them understandingly.						
2. Shows emotional control, is calm, poised and mature in his/her actions.						
3. Possesses the health and vitality needed to meet the responsibilities of the job.						
4. Is a good listener.						
5. Stimulates good ideas in others.						
6. Is able to accept new ideas from others.						
7. Is able to disagree without being disagreeable.						
8. Is capable and willing to adjust to new conditions and assignments.						

COMMENTS: _____

I. COMMUNITY RELATIONS	Unsatisfactory	Needs Improvement	Acceptable	Good	Out- Standing	Not Rated
1. Gains the respect and support of the community on the conduct of the school operation.						
2. Solicits and gives attention to the problems and opinions of all groups and individuals.						
3. Participates actively in community life and affairs.						
4. Achieves status as a community leader in public education.						

COMMENTS: _____

EVALUATION OF THE SUPERINTENDENT

It is generally agreed that periodic evaluation of a district's superintendent will help accomplish these goals:

1. Clarify the superintendent's administrative leadership role as viewed by the Board.
2. Maintain a harmonious working relationship between the superintendent and the Board.
3. Assure the Board that its policies are being effectively administered by the superintendent.
4. Enhance the administrative leadership.
5. Encourage open lines of communication throughout the school district.

The Board of Education shall evaluate the superintendent's performance according to standards set forth herein:

1. The superintendent shall have a minimum of two evaluations and conferences during his or her first year of employment with the district and a minimum of one evaluation and conference each year thereafter.
2. Individual Board members should rate the superintendent on each item within each category of responsibility using the scale provided in the evaluation instrument. The evaluation instrument shall be completed during November and April of the superintendent's first year of employment. The instrument shall be completed in December during subsequent years. Board members shall submit their completed appraisal forms to the Board president or vice-president. The president shall then prepare a composite rating representing the Board members appraisal. The president of the Board will present signed copies of the composite rating to the superintendent of schools for review one week prior to the time the Board reviews the evaluation with the superintendent.
3. The entire Board will review the composite rating with the superintendent in an executive session of the Board of Education no later than the second regular January (May - first year only) Board meeting of each year.
4. The final Evaluation Report of the Superintendent must be signed by the president of the Board as the evaluator and by the superintendent of schools. The superintendent's signature acknowledges that an evaluation conference involving the total Board and the superintendent has been held for the purpose of discussing the superintendent's composite rating. The superintendent may respond in writing to his or her evaluation within two weeks from the time of the evaluation conference.
5. All evaluations, responses, and correspondence relating thereto will be maintained in a confidential personnel file for the superintendent for a period of not less than five years from the date of the evaluation.
6. The Board will establish the evaluation instruments needed for use during this evaluation.

Approved: April 5, 1982

Fort Zumwalt School District, O'Fallon, Missouri

SUPERINTENDENT'S TERMINATION OF EMPLOYMENT

The Board of Education believes that a school system thrives best when it is administered by professionals who have a sense of security in their positions. Written contracts are legally binding agreements between the two or more parties or persons involved. However, conditions sometime result in the termination of the superintendent's contractual status with the Board. This termination of contractual status may be:

- Voluntary -- At any time and under any conditions that both parties, the Board of Education and the superintendent mutually agree upon. These conditions shall be reduced to writing.
- Involuntary -- Non-renewal of contract by the Board or the superintendent's rejection of the Board's contractual offer upon the expiration of the terms of the incumbent's contract.

Adopted: April 5, 1982

Fort Zumwalt School District, O'Fallon, Missouri

SUPERINTENDENT'S RETIREMENT

The superintendent of schools shall be a participant in the Public School Retirement System of the State of Missouri and subject to the provisions thereof, including employee and Board contributions to the retirement system at the current rate.

Adopted: April 2, 1982
Revised: August 3, 1987
Revised: December 3, 1990

Cross Refs: CBC/CBD, Superintendent's Contract/Compensation and Benefits

Legal Refs: 29 U.S.C. § 633A
P.L. 99-592, Age Discrimination Act of 1967
§§ 169.010 - .140, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

ADMINISTRATIVE ORGANIZATION PLAN

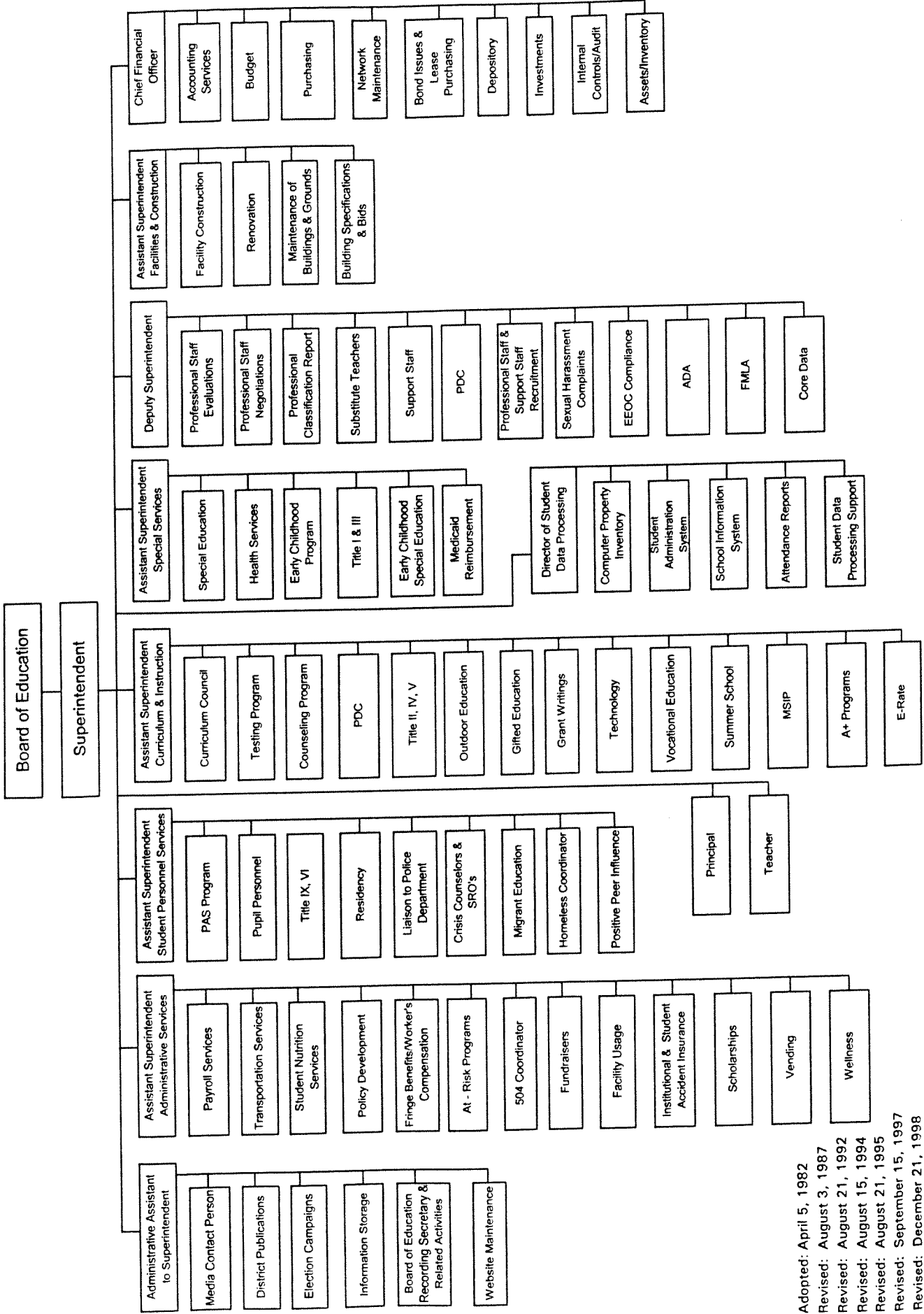
The administrative organizational plan for the district establishes the framework for administration and the lines of authority and responsibility. Nothing in the organizational plan is intended to interrupt the free and open flow of ideas and assistance among personnel at every level. The following principles will govern the interpretation and the administration of the organizational chart of the school system:

- . Each school is encouraged and free to develop the educational program most appropriate within the framework of district policies.
- . The superintendent will have specific responsibility for overseeing the pattern and sequence of educational experiences provided for children from kindergarten through grade 12.
- . Responsibility will flow simply and clearly from students, to teachers, to principals, to the superintendent, to the Board of Education and to the public.
- . Each member of the staff will be told to whom he or she is responsible and for what duties he or she will be held accountable.
- . Whenever possible, each member of the staff will be made responsible to only one immediate supervisor.
- . Each staff member will be informed of whom he or she can appeal in case of disagreement with his or her supervisor.

Adopted: April 5, 1982

Fort Zumwalt School District, O'Fallon, Missouri

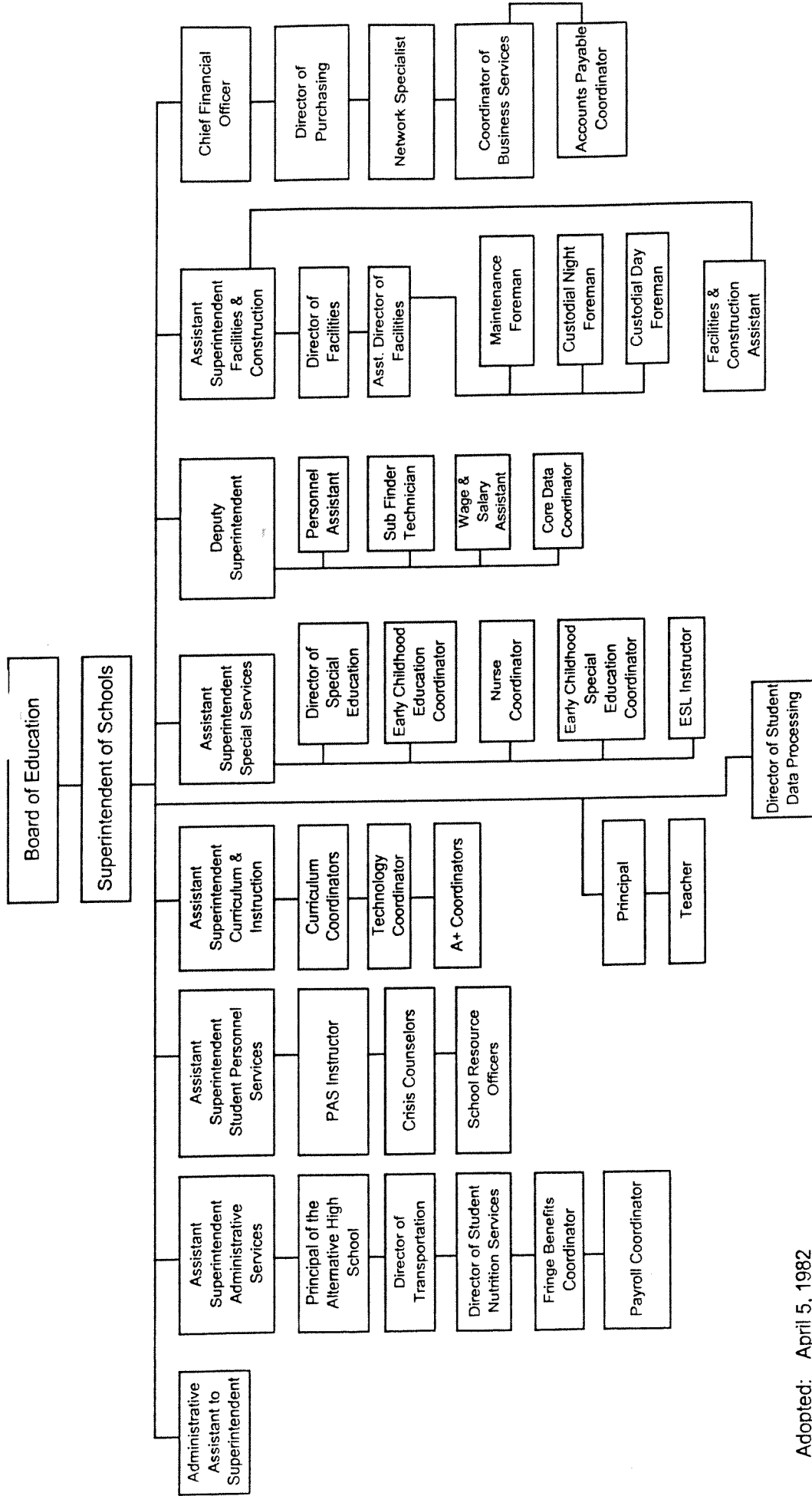
FORT ZUMWALT SCHOOL DISTRICT
RESPONSIBILITIES CHART



Adopted: April 5, 1982
 Revised: August 3, 1987
 Revised: August 21, 1992
 Revised: August 15, 1994
 Revised: August 21, 1995
 Revised: September 15, 1997
 Revised: December 21, 1998
 Revised: July 17, 2000
 Revised: July 21, 2003
 Revised: November 28, 2005
 Revised: July 2006

FORT ZUMWALT SCHOOL DISTRICT
ORGANIZATION FLOW CHART

FILE: CC-E-2



Adopted: April 5, 1982
 Revised: August 3, 1987
 Revised: August 21, 1989
 Revised: August 3, 1992
 Revised: August 15, 1994
 Revised: August 21, 1995
 Revised: December 21, 1998
 Revised: July 17, 2000
 Revised: July 21, 2003
 Revised: November 28, 2005
 Revised: July 17, 2006
 Fort Zumwalt School District, O'Fallon, Missouri

SCHOOL BUILDING ADMINISTRATION

The Board of Education affirms the rights and responsibilities of the building principals and directors for the administration of their various programs and buildings within the broad scope of the adopted Board policies, rules and regulations.

Acting with the approval of the superintendent, each principal or director will be the chief administrator of his or her school and shall be responsible for and have authority over the actions of students, professional and support staff, visitors, and persons hired to perform special tasks. Staff members who work in more than one school will be responsible to the principal or director of the school during the time in that building.

The principal or director is charged with the supervision and direction of the staff and the students assigned to the building, as well as with the care of the school facility and its equipment. The principal or director will ensure that the Board policies, rules, and regulations, as well as the directives of the superintendent and the guidelines for the instructional program are observed. Within the framework of Board policies and the general rules and regulations established by the superintendent, the principal or director may implement and enforce additional regulations as deemed advisable for efficient operation of the school.

Adopted: December 3, 1990

Legal Refs: § 169.201, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

STATE AND FEDERAL PROGRAMS ADMINISTRATION

The Fort Zumwalt School District, with the approval of the Board, may operate various specially funded programs which must be administered in accordance with particular federal and/or state laws, regulations and other conditions for use of such funds. The Board of Education, through its approval of such programs and acceptance of funds, is ultimately responsible for them even though many of the regulations governing the programs are established by other governmental agencies/departments.

The superintendent shall be the designated district official responsible for coordinating funded projects, administering programs and ensuring that the various departments operating these programs do so within the guidelines of the particular program. The Board requests that the administration keep accurate and separate records, as required by state and federal programs, to enable the district to verify program compliance and success.

In order to ensure that federal funds are used to provide services that are in addition to the regular services normally provided for children, the Board directs that the following fiscal requirements related to the expenditure of regular state and local funds be met for applicable federal programs:

- Current state and local spending will be maintained in those areas receiving federal programs funding.
- Services will be provided with state and local funds in areas receiving federal funding that are at least comparable to services provided in areas not receiving federal funding.
- Federal funding for applicable programs will be used to supplement the funds that would be made available from state and local sources and not to take the place of those funds.

Adopted: April 5, 1982
Revised: December 3, 1990
Revised: August 19, 1996
Revised: November 17, 1998

Cross Refs: DBD, Budget Planning

Legal Refs: Education Consolidation and Improvement Act (ECIA) as a part of P.L. 97-37, The Omnibus Budget Reconciliation Act of 1981

Fort Zumwalt School District, O'Fallon, Missouri

POLICY IMPLEMENTATION

The superintendent of schools is responsible for implementing and interpreting Board policies, rules and regulations. The policies adopted by the Board and the regulations and directives developed to implement policies are designed to achieve an effective and efficient school system. All Board employees and students are expected to abide by Board of Education policies, rules and regulations.

Administrators and supervisors are responsible for the implementation and interpretation of existing policies, rules and regulations to staff members under their supervision. Policies, officially adopted by the Board and other districtwide regulations the superintendent desires will be included in the manual entitled The Board of Education Policies and Regulations of the Fort Zumwalt School District. Staff, student and parent/guardian handbooks may also be used for disseminating policies and regulations to persons directly affected by them.

Adopted: December 3, 1990

Fort Zumwalt School District, O'Fallon, Missouri

RECORDS RETENTION

I. Introduction

Some records of the Fort Zumwalt School District, because of their enduring administrative, fiscal, legal or historical value, should be permanently retained. Examples of permanent records include year-end reports, minutes of Board of Education meetings, personnel files and property records, such as legal descriptions, deeds, abstracts and easements. However, most school district records do not have values that warrant their permanent preservations. Those records with short-term value should, upon reaching the end of the appropriate retention period, be destroyed.

II. Records Retention Schedules

The Missouri Local Records Board, which is chaired by the Secretary of State, was established in 1972 to approve retention schedules for records produced by local government entities, including school districts. For purposes of this policy, the term "records" includes records created, used and maintained in electronic form. The retention schedules for district records are normally found in the Public School Records Retention Schedule.

General correspondence is not part of the Public School Records Retention Schedule, but is referenced in a second document, also approved by the Local Records Board, known as the General Records Retention Schedule. General correspondence is to be retained by the district for a minimum of one year. Board of Education policies, considered Policy Correspondence in the General Records Retention Schedule, should be retained permanently.

District Officials are encouraged to consult with these schedules before destroying records. These schedules are available on the Secretary of State's website at <http://www.sos.mo.gov/archives/localrecs/schedules/general.asp>.

III. E-Mail Records

Only e-mail messages that relate to "official business" need to be retained by district employees; spam e-mails and/or personal emails may be deleted immediately. E-mail messages relating to official business are not included in the Public School Records Retention Schedule. Instead, they are considered "General Correspondence" as described in the General Records Retention Schedule. These records are to be retained by the district for a minimum of one year.

IV. Records Relating to Litigation and Threatened Litigation

Whenever district officials can reasonably anticipate litigation, they have a duty to ensure that all district records relating to the dispute are retained. This duty to preserve evidence may arise long before a formal complaint is filed. Accordingly, in such situations, district officials must not destroy any records or documents that may be relevant to the controversy. They should create a file that contains all relevant documents and other information. The obligation to preserve relevant evidence includes information that is found in the district's electronic data. Federal court discovery rules expressly require a party to a lawsuit to cooperate and provide requested information that is in an electronic format.

Hence, whenever there is a reasonable possibility of litigation, district officials should place a "litigation hold" on all potentially relevant evidence, whether in hard copy or electronic format. Electronic data may be found on servers, back-up tapes, voice-mail, employee workstations, CDs, floppy discs, employee home computers and/or laptops. The litigation hold should include notice to everyone with potentially relevant documents or electronic data in their possession to not destroy such evidence. The litigation hold should remain in place until district legal counsel advises otherwise. If suit is filed, an appropriate person from the Technology Department should be assigned as the liaison with legal counsel concerning electronically stored information pertinent to the case.

Adopted: June 30, 2008

Fort Zumwalt School District, O'Fallon, Missouri

ADMINISTRATIVE PROGRAM EVALUATION

Administrative District Reports

The Board of Education requires reports from the district administrative staff concerning the conditions, efficiency and needs of the Fort Zumwalt School District. In addition, a detailed report will be provided by the superintendent, annually, for the Board to evaluate the effectiveness with which individual schools are achieving the educational purposes of the school district.

Administrative Reports for the Missouri Department of Elementary and Secondary Education

School district officials shall submit to the Missouri Department of Elementary and Secondary Education all records and reports as required by law and/or by regulations of the Missouri State Board of Education. The Application for Classification and the Annual Report shall be completed and submitted in accord with department regulations.

The superintendent of schools shall be responsible for seeing that all records and reports are properly kept and submitted to the appropriate sources and shall be guided by all legal requirements pertaining thereto.

Adopted: April 5, 1982
Revised: December 3, 1990
Revised: May 21, 2001

Cross Refs: CB, School Superintendent
CBC, State and Federal Programs Administration
DBC, Budget Deadlines and Schedules
DIC, Financial Reports and Statements

Legal Refs: §165.111, RSMo.

Fort Zumwalt School District, O'Fallon, Missouri

DISTRICT PROGRAM AND SERVICES EVALUATION

The Superintendent shall require annual reports of all central office administrators related to the effectiveness and/or efficiency of all programs and services.

These annual reports will include the goals of the specific program/service, the evaluation criteria used to determine the effectiveness of the program and any recommendations for program/service improvement and/or continuation. Information will be gathered from a variety of sources to assist with program/service evaluation.

The Superintendent will present these reports to the Board of Education during the summer with identification of areas of strengths as well as recommendations for improvement. Recommendations for improvement will be incorporated into the district's Comprehensive School Improvement Plan (CSIP).

Adopted: May 21, 2001

Fort Zumwalt School District, O'Fallon, Missouri