

**Vision:** The Mountain View-Birch Tree School District is two communities working as one to develop caring and responsible citizens.



**Mission:** Our mission is to empower and inspire all students to be successful before and after graduation. We strive to improve the quality of life through rigor, relevance, and relationships.

## Mountain View-Birch Tree R-III School District

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**To:** Board of Education Members  
**From:** Superintendent, Lanna Tharp  
**Re:** Board Meeting Materials  
**Date:** October 13, 2023

Enclosed please find the following Board of Education packet information:

1. School Board Meeting Agenda
2. Explanation of School Board Meeting Agenda Items
3. Minutes of Previous Meeting
4. Copy of Monthly Bills
5. Monthly Financial Report
6. Administrative Reports
7. Drafts of MSBA policies
8. Contract (Lease Agreement) for the Herb Henry Baseball Field.

502 N. Elm, Mountain View, MO 65548 Phone: 417-934-5408

website: <https://home.liberty.mvbt.k12.mo.us/>

Superintendent: Mrs. Lanna Tharp email: [ltharp@liberty.mvbt.k12.mo.us](mailto:ltharp@liberty.mvbt.k12.mo.us)

Assistant Superintendent: Mr. Ryan Chowning email: [rchowning@liberty.mvbt.k12.mo.us](mailto:rchowning@liberty.mvbt.k12.mo.us)

Marsha Webb: Secretary to the Superintendent

Rhonda Henry: Bookkeeper

Tressa Henry: Accountant

**MOUNTAIN VIEW-BIRCH TREE R-III SCHOOL DISTRICT  
REGULAR SCHOOL BOARD MEETING  
Thursday, October 19, 2023, 6:00 P.M.  
Mountain View Elementary School Media Center**

- I. Determination of Quorum/Call Meeting to Order**
- II. Pledge of Allegiance:** Mrs. Jester
- III. Public Comment:** The Board will listen to the statement of any person speaking his/her opinion on any given agenda item.
  
- IV. Approval of Consent Agenda Items**
  - A. Minutes of Previous Meeting: Approval of last month's board meeting minutes
  - B. Approval of Payment of Monthly Bills.
  - C. Monthly Administrative/Principal Reports
- V. Adoption of Agenda**
- VI. Student Time**
  - A. Mountain View Elementary Student Time
- VII. Committee Reports**
  - A. MSBA Delegate Report/Training and Meetings - - MSBA Board Delegate
- VIII. Monthly Program Report/Review**
  - A. Nursing
- IX. Old Business**
  - A. School bus bid approval
- X. New Business**
  - A. Items extracted from consent agenda
  - B. Exceptions to monthly bills: Payment related to individuals related to Board members
  - C. Monthly Financial Report
  - D. State and district assessment overview
  - E. CSIP Update
  - F. Approve updated board policies
  - G. CEP Discussion
  - H. Approve agreement to lease Herb Henry Baseball field
  - I. Approve bid for wood chips
  - J. Grow Your Own Grant Presentation
- XI. Other Business**
  - A. None
- XII. Administrators' Reports**
  - A. Principals report on each of their buildings
- XIII. Move To Closed Session, Closed Vote, Closed Record**
  - 1. The Board hereby gives notice to meeting in Closed Session to consider the following
  - 2. items pursuant to RSMo 610.021 (3) (13) (14)
- XIV. Return to regular session**
- XV. Adjourn**

**MOUNTAIN VIEW-BIRCH TREE R-III BOARD OF EDUCATION MEETING**  
**Explanation of Agenda Items**  
**REGULAR SESSION**  
**Thursday, October 19, 2023**  
**6:00 P.M.**  
**Mountain View Elementary School Media Center**

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*The information found on the following pages is provided for the Board Members to have advanced preparation to assist in making decisions and voting on issues relating to the publicly posted School Board Agenda. Information regarding state law and board policy have been included, as applicable, as well as an explanation of agenda items and the superintendent's recommendation for the agenda items.*

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**I. Determination of Quorum/Call Meeting To Order**

(i)

**II. Pledge of Allegiance**

- a. Mrs. Jester will lead the pledge

**III. Public Comment**

*According to Board policy BDDH: "A specifically designated time will be set aside for public comments at regular meetings of the Board of Education. The following rules will be applied to the public comment portion of the meeting:*

- The Board will establish a time limit for the public comment period.*
- No individual will be permitted to speak more than once during this period.*
- The individual must reside in the district or be a landowner of the district.*
- The Board will establish a uniform time limit for each speaker.*
- Only items from the posted agenda may be discussed."*

**IV. Approval of Consent Agenda Items**

*"The consent agenda allows members to vote on a group of items (en bloc) without discussion. This is a good way to dispose of business that is noncontroversial. "The presentation of the consent agenda is established by a special rule of order and should be taken up before committee reports. If the consent agenda includes the approval of the minutes, then it should be taken up before any business is transacted."*

Consent Agenda Items include:

Minutes of previous meeting  
Monthly bills- - Identify and remove bills that must be approved individually  
Monthly Administrative/Principal Reports

**V. Adoption of Agenda**

*"The agenda shouldn't tie the hands of the assembly, prevent members from bringing up business, or enable a small group to railroad through their pet projects." "Agendas should have flexibility to provide for unseen things that may come up in a meeting."*

**VI. Student Time**

- a. Mountain View Elementary Student Time

**VII. Committee Reports**

*"If a committee report includes a recommendation of action that it wants the organization to take, its report should include a motion at the end of the report by the committee chairperson." "A motion from a committee of more than one does not need a second....."*

- a. MSBA delegate report regarding meetings or issues related to MSBA

**VIII. Monthly Program Report/Review**

Reports from the nursing program will be given tonight:

- a. Nursing
  - I. Andrea Wright—High School
  - II. Mandy Thompson—Middle School
  - III. Kristi Christensen—BTE
  - IV. Chelsea Abbey - MVE

**IX. Old Business**

*Discuss items tabled from previous school board meetings or issues ongoing from meeting to meeting.*

- a. Bus bid sale approval

We need to approve bids for the sale of surplus buses. To date, we have only been notified of one bid that will be dropped off at central office. Any bids received will be brought to the board meeting.

**Recommendation:** Approve the high bidder for sale of surplus buses.

**X. New Business**

- a. Items extracted from consent agenda

*Exceptions to monthly bills and any other item that was extracted from the consent agenda*

- b. Exceptions to monthly bills

*This is where bill payment is approved for individuals related to board members. Additionally, any bill paid to an entity where a board member or a board member's relative is at least a part-owner should be paid here.*

- c. Monthly Financial Report

The board packet also includes a new financial report statement showing fund balances at the end of September which reflect our current balances. It is summarized as follows:

Month ending September 2023

Balances:	Incidental Fund (Fund 1): \$6,859,839.00
	Teacher's Fund (Fund 2): \$200,981.87
	Debt Service Fund (Fund 3): \$0
	Capital Projects Fund (Fund 4): \$1,606,129.07

Total (All Funds):	\$8,666,949.94
Previous Year's Total (All Funds):	\$7,023,037.86

We are nearing the end of our big ESSER capital project expenses. Tressa made the last payment request from ESSER funds this past week for \$634,398.41. That will bring our Fund 4 up to \$2,240,527.48. We anticipate \$693,000 in additional payments to McKinstry, which will take our Fund 4 down to approximately \$1,547,000. We will have some additional expenses to cover for the bus barn and safety projects, along with other necessary projects that we were unable to plan ahead for. In April we will have our annual loan payment of \$518,000. In the meantime, we will be receiving tax revenue. With extra caution, we should still end the year with \$1,500,000-\$1,800,000 in Fund 4, which is the healthy balance we aim for at the end of each school year.

**d. District MAP Scores**

As a district, we have used testing results to show us where we need to concentrate our educational and curricular energies to promote new programs and strive to find and utilize effectively all of the instructional time available to us.

Mrs. Heiney will give the board an overview of the MAP, EOC, and district assessment results from the district. We are making significant progress in "catching up" our students academically, but many of our students are still a year or more behind academically in some areas.

**e. CSIP Update**

Mrs. Tharp will give the board an update regarding the progress of our Continuous School Improvement Plan.

**f. Updated Board Policy Approval**

We have several MSBA policies and procedures that are in draft form. Some of these policies may have been board approved during the past several years, without communicating the approval to MSBA. (Policies remain in draft form until approval has been communicated to MSBA.) I don't want to overwhelm anyone with too many policies to review, so I feel it's best to look at the following policies this month and to approve the remainder of the policies and procedures in November. MSBA is working on additional policies that will need to be approved throughout the year. The changes to the policies listed in this agenda have been made by MSBA and are driven by state and federal regulations. I have provided the summaries of the changes for each policy listed in this agenda.

**Policy AC: PROHIBITION AGAINST ILLEGAL DISCRIMINATION, HARASSMENT AND RETALIATION**

MSBA has updated this policy to align the nondiscrimination statement with what is now required by the U.S. Department of Agriculture for participation in the federal free and reduced-price lunch program and other federal school nutrition programs. Please note that MSBA has worked with state compliance auditors on this language to ensure that your district will meet the expectations of those who oversee the program. In addition to aligning its policies and procedures, the district is also required to include the full, approved nondiscrimination statement on all print and nonprint materials about the district's nutrition program including, but not limited to, print, audio, video, websites, brochures and newsletters. If the size of the material is too small to include the full statement, the material must, at a minimum, include: "This institution is an equal

opportunity provider." The district is required to update the federal "And Justice for All" poster and include this nondiscrimination language in other media the district distributes, including documents and the district's website. Sample notices in several languages and posters can be found at <https://www.usda.gov/oascr/and-justice-all>. Note: MSBA has discovered that some districts may have received a copy of policy AC that included language that should have been removed. It is difficult to identify why only some districts were impacted. We suspect a glitch in Word's Track Changes function. Regardless of the cause, MSBA has already implemented steps that will help ensure this does not happen again. If your copy of AC includes the language below as the last lines of the "General" section, the language should be removed as shown in this Reference copy of AC because there are potential legal ramifications if the language is retained going forward. We are sorry for any inconvenience this may have caused. Remove: "In accordance with this policy and as allowed by law, the district will investigate and address discrimination, harassment and retaliation that negatively impact the school environment, including instances that occur off district property or are unrelated to the district's activities."

#### Policy BBBA-1: Board Member Qualifications

Section 162.291, RSMo., now requires school board candidates to have lived in the district for at least one year immediately preceding their election. The Missouri Constitution still requires all elected officials to have lived in Missouri for one year immediately preceding their election. This change does not apply to districts classified as urban or metropolitan.

#### Policy BBF: School Board Member Ethics

MSBA has updated this policy to comply with the Missouri School Improvement Program (MSIP): MSIP 6, L2: "The local board and administration conduct school system business in an ethical, legal, and transparent manner." MSIP 6, B to L2: "The local board adopts and adheres to its policy on legal and professional ethics for school board members." A list of core principles for office holders will always fall short. Instead, remembering the duties of care, loyalty and trust is simpler to keep in mind and explain. These overarching principles should drive decisions in a manner consistent with the aspirations of the MSIP 6 program. If all members employ these principles when acting and voting, the interests of the district, as opposed to the individual, will prevail.

#### Policy BBFA: Board Member Conflict of Interest and Financial Disclosure

The Missouri Ethics Commission (MEC) requires districts to readopt a portion of BBFA every other year to avoid filling out the long form when running for election as a board member. By our records, the district has not done this since 2020. Instructions for submitting BBFA to the Missouri Ethics Commission Copy policy BBFA with the newly readopted date and the Board minutes that show the readoption. Place the district seal on the copy of policy BBFA. Have the Board President sign the copy of the Board minutes. Attach the policy to the minutes and mail to: Missouri Ethics Commission PO Box 1370 Jefferson City, MO 65102 Questions may be directed to the commission at 573-751-2020 or 800-392-8660.

#### Policy BDDB-2: Agendas

MSIP 6, L2D, states that "The superintendent/chief executive officer ensures that individual requests from local board members are considered by the whole board." MSBA has modified this policy to ensure that individual board members are allowed to place items on the meeting agenda. It has always been MSBA's position that board members' requests for agenda items be honored, with the understanding that a majority of the members present at a meeting could remove the item, postpone the item indefinitely or move it to a different meeting. MSBA has also removed the language allowing the board not to respond to agenda items added at the request of patrons. If a topic of discussion is placed on the agenda in a timely manner, the board should be prepared to discuss and take action on the item. Keep in mind that the action taken does not have to be a yes/no

vote. The board action might be to refer the item to a committee, postpone action until another meeting or allow the administrative decision to stand. MSBA has also included the requirement to allow organizations that promote human tissue, eye and organ donation to be given at least 30 minutes to present to the board. Section 170.311, RSMo., also requires the board to decide whether the information should be presented to students and parents/guardians, and the manner in which the information should be presented. As to the manner in which the material is presented, the board should rely heavily on input from the administrative team. Finally, the law allows students to opt out of instruction on eye, tissue and organ donation based on "a sincerely held religious or emotional belief which is contrary to such instruction."

#### Policy BDDF-1: Voting Method

MSBA has modified this policy based on questions from our member districts about changing a vote, recording abstentions and how many votes are necessary for a motion to pass.

#### Policy BDDH-1: Public Participation at Board Meetings

MSBA has modified this policy in accordance with Senate Bill 681 (2022). The changes to the Agenda Items section are part of the community engagement policy the board must create with input from the community. MSBA has included the required statutory language, but the district must still seek input from the community. Section 162.058, RSMo., requires the community engagement policy to include a process by which district residents can place items on board meeting agendas. The following components are required: 1. Agenda items must be directly related to the governance or operation of the district. 2. Residents may be required to meet with the superintendent before the item will be placed on the agenda. 3. The board may establish rules, such as limiting the number of speakers or the time allotted for presentation and discussion. The board may refuse or delay adding an agenda item if the same or a substantially similar item was on the agenda in the previous three months; if the person requesting the agenda item has previously violated district rules regarding conduct at meetings or on district property; or there are more than three resident-initiated items already on the agenda. The Agenda Items section of this policy states that residents must submit a request to add an agenda item "at least five days prior to the meeting." This timeframe is set by statute. The district is free to reduce the number of days' notice, but not increase it. Public Comment Given the new legislative mandate to allow residents to request agenda items, MSBA encourages districts to reconsider policies that allow for public comments by residents or patrons who do not use the agenda item process. Public comment is usually a time for meeting attendees to speak on items without advance notice to the board or the administration. It is best practice to first have the administrative staff hear, investigate and address concerns prior to those items being brought before the board. This version of the policy includes this type of public comment. MSBA has taken the liberty of revising this section of the policy as well. If your district decides to continue to use this practice in addition to the agenda item requirement, please review the language carefully to ensure it reflects the district's practices. If you would like to consider the policy without public comment, contact your policy editor.

#### Policy BDDL: Release of Information

MSBA has clarified that the focus of this policy is district records. MSBA has moved the details of complying with a records request to an administrative procedure. The district's staff responds to records requests, and most of this language is simply a recitation of the law. This policy has been revised to clarify that the district's custodian of records will answer these requests as required by law. MSBA has added an optional section addressing school board member access to district records. MSBA commonly receives

questions about board member access to district records, so we have taken the opportunity to clarify the issue.

Policy DBB: Fiscal Year

Districts should RESCIND this policy. MSBA has integrated the language of this policy into policy DB, Budget, which is also included in this update.

Policy IND: Ceremonies and Observances

This policy was updated to comply with Senate Bill 681 (2022), which designated the second week of April as "Holocaust Education Week." Districts are required to provide a week of age-appropriate instruction to students in sixth through twelfth grades. The week of instruction is not required to be in April and can be determined by the district. The instruction will be based on a curriculum framework provided by DESE. Pilot districts have adopted the curriculum this year. All districts must participate by the 2025–26 school year. Each participating school district must provide a plan of professional development for teachers.

Policy JFGA: Interviews with or Removal of Students

MSBA has revised this policy to clarify that the policy's purpose is to protect students in situations where outside entities seek to interview students at school.

Policy JHG: Reporting and Investigating Child Abuse and Neglect

Senate Bill 681 made several changes to the statutes pertaining to school district investigations of child abuse. Now all allegations of child abuse must go through the Children's Division (CD), including allegations of use of corporal punishment. Previously, school districts could investigate corporal punishment complaints. Previously, districts were required to make an immediate report to the CD if a student reported sexual misconduct by a district employee, even if reasonable cause to suspect abuse did not exist. Now the district will instead apply the same standard to all allegations of abuse and report the student's allegation of sexual misconduct by an employee in the same manner as other allegations of abuse. If there is reasonable cause to suspect child abuse of any kind, the district must immediately report the abuse. In most cases, if a student reports abuse there IS reasonable cause to suspect it, and it must be reported. Remember that the district does not need to be certain that abuse occurred. Child abuse investigations should be conducted by the professionally trained staff at the CD. The term "sexual misconduct" is still not defined in state statute. MSBA has defined the term in this policy and policy GBLB and has decided to add a reference to the crime of sexual contact with a student under § 566.086, RSMo.

**Recommendation:** Approve the changes made by MSBA to the board policies above.

**g.** CEP Discussion

Tressa Henry is gathering financial data and will have it ready for me to present at the meeting, regarding the Community Eligibility Provision (CEP). This year all buildings are participating in CEP. We will look at financial data and discuss the pros and cons of CEP for our district.

**h.** Contract Approval for Ground Lease Agreement (Herb Henry Baseball Field) between the City of Mountain View and the Mountain View-Birch Tree R-III School District.

Summary: The district has been working with the City of Mountain View regarding the use of the Herb Henry Baseball Field and regarding maintenance of the field. The proposed agreement is referred to as a "Lease". The term of the lease is 20 years, ending December 31, 2043. The public will be allowed to use the field with prior written



permission. Public use will not include use of the structures, buildings, supplies, signage, or equipment. The district will pay the City of Mountain View one dollar (\$1.00) as rent for the field. The district will be responsible for paying real estate taxes, as described in the agreement. The district will have the right to alter, remodel, or reconstruct any building and other improvements need on the field, as described in Article 5 of the agreement. We will be responsible for keeping the field in good order and in good condition, including mowing the field and areas between the field and any public streets. The district will also cover insurance for the property and facilities. We will also be responsible for all utility charges.

**Recommendation:** Approve agreement with the City of Mountain View to lease the Herb Henry Baseball Field.

i. Wood Chip Bid Approval

We need to approve bids for the purchase of wood chips to heat the high school building. Notices requesting bids were provided to the individuals who have typically bid and an ad was put in the paper. We will bring the bids to the board meeting where they will be opened and approved. To date, we have only been notified of one bid that we will receive prior to the meeting.

**Recommendation:** Approve the low bidder for wood chips.

j. Grow Your Own Grant Presentation

We were recently awarded a Grow Your Own Grant for the 2023-2024 school year. Mrs. Field completed the application for this competitive grant. She will be here to present the GYO program we will be implementing with the grant funds.

XI. Other Business

a. None

XII. Administrators' Reports

Administrators' Reports are enclosed in board packet. Additions or questions regarding Administrators' Reports should be discussed at this time

a. Each administrator will report on things occurring at their school.

XIII. Move To Closed Session, Closed Vote, Closed Record

"I make a motion to go into closed session for the purpose of consideration of agenda items as authorized in RSMo Section 610-021 (3) (13) (14) RSMo 610.021.

Recommendation - - Move to go into Closed Session, Closed Record, Closed Vote pursuant to RSMo 610.021 (1), (3), (13), (14).

XIV. Return to regular session

XV. Adjourn



# Mountain View – Birch Tree R-III School District

1054 Old Hwy 60  
Mountain View, MO 65548  
Phone (417) 934-5408 Fax (417) 934-5404

## MINUTES OF BOARD MEETING

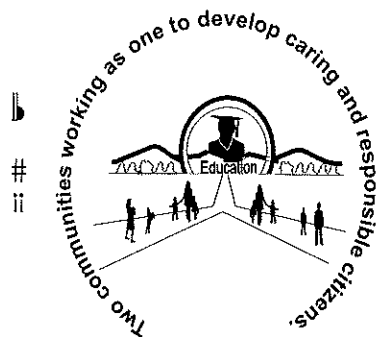
Meeting Place: Birch Tree Elementary School Media Center

Type of Meeting: Regular Meeting

Time and Date: 6:00 p.m. September 21, 2023

Present	Members	Absent
Jennifer Foster, Presiding Board President		
Eric Wells Board Vice-President		
Shelly Mantel (6:01 p.m.) Delegate		
	Beverly Denton	
Mikael Orchard		
Josh Roberts		
John Thompson		
Lanna Tharp Superintendent of Schools		
Rhonda Henry Board Secretary/Treasurer		

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## **Mountain View – Birch Tree R-III School District**

**1054 Old Hwy 60**

**Mountain View, MO 65548**

**Phone (417) 934-5408 Fax (417) 934-5404**

### **Continuation of regular district board meeting held on September 21, 2023**

#### **I. Determination of Quorum**

The Mountain View-Birch Tree R-III Board of Education met in regular session at 6:00 p.m. on September 21, 2023, in the Birch Tree Elementary School Media Center. A quorum was present with Jennifer Foster, Shelly Mantel (6:01 p.m.), Mikael Orchard, Josh Roberts, John Thompson and Eric Wells in attendance. Beverly Denton was absent.

#### **II. Pledge of Allegiance**

Mrs. Renshaw led the Pledge of Allegiance.

#### **III. Public Comment**

There were no requests for public comment.

#### **IV. Consent Agenda**

Mikael Orchard made a motion, seconded by John Thompson, to approve the following items on the consent agenda. The motion passed unanimously.

- A. Minutes of the August 17 Tax Rate Hearing and Regular Board meeting
- B. Payment of bills in the amount of \$1,545,440.31
- C. Monthly Administrative/Principal Reports

#### **V. Adoption of Agenda**

Mikael Orchard made a motion, seconded by Eric Wells, to approve the Adoption of Agenda as presented. The motion passed unanimously.

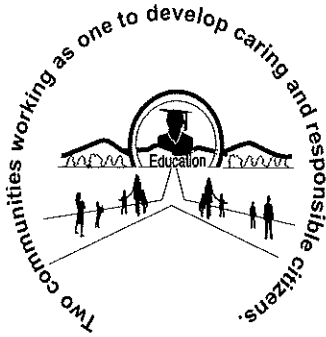
Shelly Mantel entered the meeting at 6:01 p.m.

#### **VI. Student Time**

- A. Mrs. Renshaw gave an interesting program and had several students present.

#### **VII. Committee Reports**

- A. Shelly Mantel gave a MSBA Delegate report.



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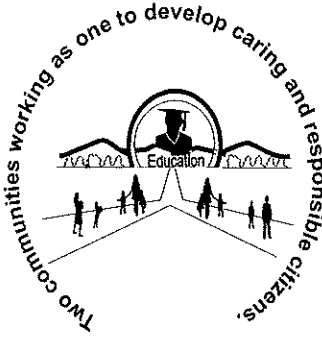
### **Continuation of regular district board meeting held on September 21, 2023**

#### **VIII. Old Business**

- A. None

#### **IX. New Business**

- A. There were no items extracted from the consent agenda.
- B. Josh Roberts made a motion, seconded by John Thompson, to approve payment of \$200 to Ryan Chowning for a mentor stipend and \$669.38 to Brown's Farm & Garden for supply. The motion passed with five members in favor. Mikael Orchard abstained.
- Eric Wells made a motion, seconded by Josh Roberts, to approve payment of \$265 to Foster's Small Engines for supply. The motion passed with five members in favor. Jennifer Foster abstained.
- Eric Wells made a motion, seconded by John Thompson, to approve payment of \$75.45 to Mark Stephens for a PSRS refund. The motion passed with four members in favor. Mikael Orchard and Josh Roberts abstained.
- C. Mrs. Tharp presented the August 2023 financial report. The balance in all funds for August 2023 was \$10,060,039.07.
- D. Shelly Mantel made a motion, seconded by Mikael Orchard, to approve the Pupil Transportation Routes as presented for 2023-2024. The motion passed unanimously.
- E. Tammy Heiney discussed the Professional Development program. Josh Roberts made a motion, seconded by John Thompson, to approve the Professional Development Manual as presented. The motion passed unanimously.
- F. Mikael Orchard made a motion, seconded by Josh Roberts, to approve the Professional Development Budget as presented for 2023-2024. The motion passed unanimously.
- G. Mrs. Tharp discussed the MSBA On-line Refresher training from MSBA.
- H. Mikael Orchard made a motion, seconded by John Thompson, to approve the FFA trip as presented. The motion passed unanimously.
- I. Josh Roberts made a motion, seconded by Shelly Mantel, to approve the Cyber Incident Response Plan as presented. The motion passed unanimously.



## Mountain View – Birch Tree R-III School District

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### Continuation of regular district board meeting held on September 21, 2023

- J. There were no bids to present for the school buses that have been declared as surplus property.
- K. John Thompson made a motion, seconded by Josh Roberts, to approve the School Resource Officer Memorandum of Understanding as presented. The motion passed unanimously.
- L. Josh Roberts made a motion, seconded by Mikael Orchard, to approve the annual contract with Shield Solutions. The motion passed unanimously.
- M. Mrs. Tharp gave an update regarding CSIP.
- N. Josh Roberts made a motion, seconded by John Thompson, to approve the removal of Dr. Don Christensen from all banking records and adding Superintendent, Lanna Tharp, The motion passed unanimously.
- X. Other Business
  - A. None
- XI. Monthly Program Report/Review
  - A. Tammy Heiney gave a Professional Development report earlier in the meeting.
- XII. Administrators' Report
  - A. Mr. Daniels, Mrs. Renshaw, Mrs. Heiney, Mrs. Medina, Mrs. Jester, Mr. Chowning and Mrs. Tharp gave administrative reports.

#### Adjournment to Closed Session

Josh Roberts made a motion at approximately 7:23 p.m., seconded by Shelly Mantel, to go into closed session for the purpose of consideration of agenda items as authorized in RSMo Section 610.021, subsection (3), (13), (14) and (18). The motion passed as follows:

Jennifer-yea	Shelly-yea	Josh-yea	Eric-yea
	Mikael-yea	John-yea	



**Mountain View – Birch Tree R-III  
School District**  
1054 Old Hwy 60  
Mountain View, MO 65548  
Phone (417) 934-5408 Fax (417) 934-5404

**Continuation of regular district board meeting held on September 21, 2023**

**CLOSED SESSION**

Eric Wells made a motion, seconded by John Thompson, to accept the resignations from Sadie Cornman, SE Para effective September 22, 2023 and Ashley Lockhart, Custodian effective September 4, 2023. The motion passed as follows:

Jennifer-yea	Shelly-yea Mikael-yea	Josh-yea John-yea	Eric-yea
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Mikael Orchard made a motion, seconded by Eric Wells, to accept the retirement letters from Shebra Kelts, PT Driver effective August 18, 2023 and Carol Wright, PT Driver effective October 12, 2023. The motion passed as follows:

Jennifer-yea	Shelly-yea Mikael-yea	Josh-yea John-yea	Eric-yea
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Eric Wells made a motion, seconded by Mikael Orchard, to approve the termination of Joseph Castillo, Custodian effective August 24, 2023. The motion passed as follows:

Jennifer-yea	Shelly-yea Mikael-yea	Josh-yea John-yea	Eric-yea
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Eric Wells made a motion, seconded by Josh Roberts, to add Haley Chilton and Shelby Acklin to the certified substitute list. The motion passed as follows:

Jennifer-yea	Shelly-yea Mikael-yea	Josh-yea John-yea	Eric-yea
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Eric Wells made a motion, seconded by John Thompson, to add Lucas Frazier to the certified substitute list. The motion passed as follows:

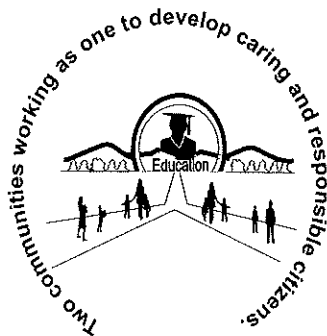
Jennifer-yea	Shelly-yea Mikael-abstain	Josh-abstain John-yea	Eric-yea
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Josh Roberts made a motion, seconded by Eric Wells, to add Shawnda Smith, PT Driver, Shelley Enloe, Custodian and Caitlyn Nicholson, Custodian to the non-certified substitute list. The motion passed as follows:

Jennifer-yea	Shelly-yea Mikael-yea	Josh-yea John-yea	Eric-yea
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Eric Wells made a motion, seconded by John Thompson, to employ Melissa Renshaw, SE Para, Shawnda Smith, PT Driver, Shelley Enloe, Custodian and Jessin Adams, Parents as Teachers Educator. The motion passed as follows:

Jennifer-yea	Shelly-yea Mikael-yea	Josh-yea John-yea	Eric-yea
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## Mountain View – Birch Tree R-III School District

1054 Old Hwy 60

Mountain View, MO 65548

Phone (417) 934-5408 Fax (417) 934-5404

**Continuation of regular district board meeting held on September 21, 2023**

### **CLOSED SESSION**

Eric Wells made a motion, seconded by Mikael Orchard, to add Jeremy Wood (pending drug test) and Terry Allen Tharp to the Volunteer List. The motion passed as follows:

Jennifer-yea	Shelly-yea	Josh-yea	Eric-yea
	Mikael-yea	John-yea	

Mikael Orchard made a motion, seconded by Josh Roberts, to return to regular session. The motion passed as follows:

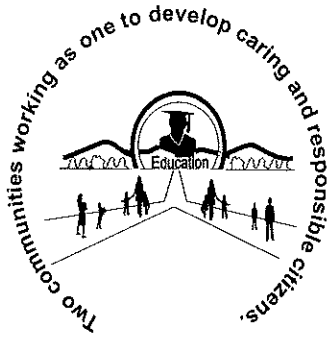
Jennifer-yea	Shelly-yea	Josh-yea	Eric-yea
	Mikael-yea	John-yea	

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Jennifer Foster, Board President

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Rhonda Henry, Board Secretary



## Mountain View – Birch Tree R-III School District

1054 Old Hwy 60

Mountain View, MO 65548

Phone (417) 934-5408 Fax (417) 934-5404

### Continuation of regular district board meeting held on September 21, 2023

Eric Wells made a motion at approximately 8:55 p.m., seconded by Josh Roberts, to adjourn the meeting. The motion passed as follows:

Jennifer-yea

Shelly-yea  
Mikael-yea

Josh-yea  
John-yea

Eric-yea

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Jennifer Foster, Board President

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Rhonda Henry, Board Secretary



Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Selection Criteria : Check # = 157944 |

Check #	Vendor Name	Invoice Description	Check Amount
0000157944	ANGEL GARDEN	BE PLANT	45.00
Grand Total			45.00

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Selection Criteria : Check # Range From 157945 To 157946 |

Check #	Vendor Name	Invoice Description	Check Amount
0000157945	BROWNS FARM & GARDEN	GREENHOUSE MUMS	134.63
		OM SUPPLY	134.63
0000157946	CHOWNING RYAN	PD ADMIN TRAVEL	131.20
		EA TRAVEL	131.20
Grand Total			531.56

Board Monthly Report

Selection Criteria : Check # Range From 157884 To 157943 | Check # Range From 157811 To 157828 |

Check #	Vendor Name	Invoice Description	Check Amount
0000157811	MERIDIAN STUDENT PLANNERS	DISTRICT STUDENT PLANNERS	5,938.00
0000157812	TNT WFI	ATH COMPLEX WFI	100.00
0000157813	ROCHESTER JANTZ FLAT FOUNDATIONS	PT CONCRETE WORK	12,753.00
		EA FOLDER/FILES	383.97
0000157814	QUILL CORPORATION	MS SUPPLY	383.97
		MS TELEVISION	4,530.76
		MS CONCESSIONS	4,530.76
		HS CLASSROOM SUPPLY	4,530.76
		TV MOUNT/ SUPPLY	4,530.76
0000157815	WALMART	BACK TO SCH FAIR SUPPLY	4,530.76

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157815	WALMART	BACK TO SCH FAIR SUPPLY	4,530.76
		EA SUPPLY	4,530.76
		BL HS SUPPLY	4,530.76
		MS CONCESSIONS	4,530.76
		GU HS SUPPLY	4,530.76
0000157816	ZORO	OM SUPPLY	489.50

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157817	SIMMONS BANK CARD	BUS 106 REPAIR	17,379.02
		BUS 107 REPAIR	17,379.02
	K&K INSURANCE GROUP INC	SPORTS INSURANCE HOMELESS GRANT	17,379.02
		SPORT INSURANCE HOMELESS GRANT	17,379.02
	SIMMONS BANK CARD	QIM POSTAGE	17,379.02
		QIM SUPPLY	17,379.02
	WAL MART	EA SUPPLY	17,379.02
	MO CASE	SP CONF	17,379.02
	WALMART	PD SUPPLY	17,379.02
	SIMMONS BANK CARD	BE CONF	17,379.02
	WALMART	PD SUPPLY	17,379.02
		PD MV TRAVEL	17,379.02
	SIMMONS BANK CARD	PD ADMIN TRAVEL	17,379.02
	SONIC	MS STUDENT AWARDS	17,379.02
	ACADEMY SPORTS	333.61	17,379.02
	9SQUAREINTHEAIR.COM	BT SUPPLY	17,379.02
	SIMMONS BANK CARD	FB COACH TESTS	17,379.02
	NASCO	VO HEALTH SUPPLY	17,379.02
	SIMMONS BANK CARD	TEACH RETENTION GRANT SUPPLY	17,379.02

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157817	SIMMONS BANK CARD	TEACH RETENTION GRANT SUPPLY	17,379.02
		ETSY BANNERS	17,379.02
	ZANER BLOSER	MV 4TH SUPPLY	17,379.02
	SIMMONS BANK CARD	PAR INV SUPPLY	17,379.02
0000157818	US CELLULAR	CELL PHONE	24,814.43
	COMMERCE BANK	MSW/BANNERS	24,814.43
	WALMART	MV KINDERGARTEN SUPPLY	24,814.43
		MV SUPPLY	24,814.43
0000157818	AMAZON	MV 2ND GR SUPPLY	24,814.43
		MV 4TH GR SUPPLY	24,814.43

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	AMAZON	MV 4TH GR SUPPLY	24,814.43
		MV 2ND GR SUPPLY	24,814.43
		MV PK SUPPLY	24,814.43
		MV LAM FILM	24,814.43
	WALMART	MV PK SUPPLY	24,814.43
		BT KINDERGARTEN SUPPLY	24,814.43
		BT SUPPLY	24,814.43
	AMAZON	BT KINDERGARTEN SUPPLY	24,814.43

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	AMAZON	BT ART SUPPLY	24,814.43
	COMMERCE BANK	BT/EA CORK BAR	24,814.43
		MSMW/ BANNERS	24,814.43
	AMAZON	MS SUPPLY	24,814.43
	RICOH USA INC	COPIER USAGE	24,814.43
	WALMART	SEHS SUPPLY	24,814.43



Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	WALMART	SE HS SUPPLY	24,814.43
	AMAZON	SE BT SUPPLY	24,814.43
	RICOH USA INC	COPIER USAGE	24,814.43
	AMAZON	EC SE MV SUPPLY	24,814.43
	WALMART	HS SCIENCE SUPPLY	24,814.43
		HS SUPPLY	24,814.43
		HS SCIENCE SUPPLY	24,814.43
		HS SUPPLY	24,814.43
	AMAZON	HS SS SUPPLY	24,814.43
	SAMS CLUB	BACK TO SCH FAIR SUPPLY	24,814.43
	OMNI CHEER	HS FB CHEER SHOESGEAR	24,814.43

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	OMNI CHEER	HSFB CHEER SHOES/GEAR	24,814.43
		HSVO BUS GRANT SUPPLY	24,814.43
		FACS SUPPLY	24,814.43
	WALMART	FACS GRANT SUPPLY	24,814.43

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	GRIZZLY INDUSTRIAL	VO AG GRANT SUPPLY	24,814.43
	AMAZON	HS STEM SUPPLY	24,814.43
		BT SUPPLY	24,814.43
		MS CONCESS SUPPLY	24,814.43
	COMMERCE BANK	PD ADMIN TRAVEL	24,814.43
	AMAZON	SL BT SUPPLY	24,814.43
		SL MV SUPPLY	24,814.43

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	AMAZON	SL MV SUPPLY	24,814.43
	COMMERCE BANK	EAACROPRO RENEWAL	24,814.43
	RICOH USA INC	COPIER USAGE	24,814.43
		BT/EA CORK BAR	24,814.43
	AMAZON	BL MS SUPPLY	24,814.43
	ORIENTAL TRADING COMPANY	BL BT SUPPLY	24,814.43
	SUPREME SCHOOL SUPPLY	BL BT SUPPLY	24,814.43
	COMMERCE BANK	OM WHITEBOARDS/ BULLETIN BOARDS	24,814.43
	AMAZON	OM SUPPLY	24,814.43
	COMMERCE BANK	OM CHAIRS REFUND	24,814.43
	BRIGHTSPEED	OM SUPPLY	24,814.43
	US CELLULAR	OM TELEPHONE	24,814.43
		CELL PHONE	24,814.43
	SIMMONS BANK CARD	PT/TECH SUPPLY	24,814.43
	AMAZON	PT AIR COMPRESSOR	24,814.43
	RICOH USA INC	COPIER USAGE	24,814.43
	HOWELL OREGON ELECTRIC	OM ELECTRIC	24,814.43

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157818	HOWELL OREGON ELECTRIC	OM ELECTRIC	24,814.43
	US CELLULAR	CELL PHONE	24,814.43
0000157819	BIG RIVER COMMUNICATIONS	OM TELEPHONE	390.04
0000157820	BRIGHTSPEED	OMIPT TELEPHONE	852.31
0000157821	CITY OF BIRCH TREE	BT W/STRASH	658.44
0000157822	CITY OF MOUNTAIN VIEW	PT/MV W/STRASH	7,760.19
0000157823	CUSTOM METAL FINISHERS RENTAL	PT ELEC W/STRASH	571.68
		TECH SERVICES	18,647.81
		SECURLY FILTERS	18,647.81
0000157824	HEARTLAND BUSINESS SYSTEMS	TECH SERVICES	18,647.81
0000157825	MCI	OM TELEPHONE	91.57
0000157826	RICOH USA INC	COPIER USAGE	1,358.71
0000157827	SHO-ME TECHNOLOGIES LLC	PT/EATECH SVC	150.00
0000157828	SPECTRUM RESEARCH INC	BE TIMECLOCK SVC	118.40
0000157884	ALL PEST & TERMITE	OM PEST CONTROL	400.00
0000157885	ALLEN CHARLOTTE	SPL MS TRAVEL	179.20
		PD SUPPLY	1,108.01
		FD DISTRICT COFFEE	1,108.01
		OM BT CUPS	1,108.01
0000157886	APPLE MARKET	MS CONCESSIONS	1,108.01

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157886	APPLE MARKET	MS CONCESSIONS	1,108.01
		FFALOGGERS DAY SUPPLY	1,108.01
		FFAMEETING SUPPLY	1,108.01
0000157887	BARNES STACEY	SR CONCESSIONS	1,108.01
		FACSSUPPLY	1,108.01
		HSFCCLATRAVEL	21.19
0000157888	BEST LIME MANUFACTURING	FCCLACLUBTRAVEL	21.19
		HSFCCLATRAVEL	21.19
		PT BASE ROCK	1,811.68
0000157889	BSN SPORTS LLC	HSVB CLUB SUPPLY	7,365.22
		MS FB SUPPLY	7,365.22
		MS VB JERSEYS	7,365.22
0000157890	BSN SPORTS LLC	MSVB NET ANTENNAS	7,365.22
		HSG BB SUPPLY	7,365.22
		HSG GOLF BAGS	7,365.22
0000157891	BSN SPORTS LLC	MS B B NETS	7,365.22

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157889	BSN SPORTS LLC	MS B BB SCOREBOOKS	7,365.22
		MS G BB PRACTICE JERSEYS	7,365.22
		HS B BB CLUB SUPPLY	7,365.22
		HS B BB HOLIDAY TOURN	200.00
0000157891	CDWG	TECH SUPPLY	2,248.43
0000157892	CENTRAL IRRIGATION SUP	OM SUPPLY	127.38
0000157893	CENTRAL STATES BUS	PT PARTS/ SERVICE	9,780.91
0000157894	COUNTRYSIDE PROPANE	OM CYLINDERS	48.00
0000157895	COUNTY FUELS LLC	OM GAS/PT DIESEL/POSTS	17,876.57
0000157896	CPI	CPI MEMBERSHIP	200.00
0000157897	DANIELS JOHN	BL HSVBFB TRAVEL	377.89
		BL HSVBFB TRAVEL	377.89
		BL HSVBFB TRAVEL	377.89
		BL HSVBFB TRAVEL	377.89
0000157898	DAY BRANDON	MSTA REFUND	20.91

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157899	DENNIS COULTER HEATING	OM AC/HEAT REPAIR	1,910.00
0000157900	DEPPE DONNA	GOLF MEET FUEL	15.28
0000157901	DUDLEY LYNDESEY	GULBT TRAVEL	52.80
0000157902	ERNST ELIAH	MSA REFUND	23.00
0000157903	FRANCIS SHAINAJ	MSA REFUND	20.91
0000157904	GAME TIME CMC NEPTUNE	GAME TIME MEDIA PLAYER	2,775.00
		GAMETIME UPGRADE LEVEL 2	2,775.00
		GAME TIME MEDIA PLAYER	2,775.00
		HS PIZZA	251.88
		SR CONCESSION PIZZA	251.88
		SR PIZZA CONCESSION	251.88
0000157905	GODFATHERS PIZZA EXPRESS	SEMS READING PARTY PIZZA	251.88
0000157906	GOODYEAR TIRE & RUBBER	PT TIRES	1,057.00
0000157907	GOPHER SPORTS	MS PE SUPPLY	20.68
		MS PE SUPPLY REFUND	20.68
0000157908	GRENNAN COMMUNICATIONS	OM INTERCOM REPAIR	915.00
0000157909	HADDOCK CORPORATION	HS ACTIVE PANELS	3,886.00
0000157910	HEINEY TAMMY	MSA REFUND	23.00
0000157911	HIRSCH FEED & FARM SUP	OM SUPPLY	62.97
0000157912	HOAGLAND, JACKIE C	BL HS/FB TRAVEL	318.00
0000157913	HOWELL COUNTY NEWS	BE ADV HELP WANTED	110.30
		BE ADVERTISING SPED MEETING	110.30
0000157914	J.W. PEPPER & SON INC	HS BAND SUPPLY	888.62
		HS MUSIC SUPPLY	888.62



Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157914	J.W. PEPPER & SON INC	HS MUSIC SUPPLY	888.62
0000157915	JESTER ANGELIA	HS FB TRAVEL	132.80
0000157916	JIM RIDDLE TRUCKING LLC	PT PARK LOT	720.00
0000157917	LOOKAT THAT ENGRAVING	HS VB PLAQUES	62.75
0000157918	MAHIN LAUREN	BT TRAVEL	19.20
0000157919	MARTIN CANDRAN	BT TRAVEL	76.80
0000157920	MC MATERIALS LLC	BUS BARN LOT	15,139.16
0000157921	MCGRAW HILL LLC	HS TEXT SCIENCE	2,379.93
0000157922	METAL WELD INC	PTMO AG TANK RENT	323.05
		VO AG SUPPLY	323.05
		PTMO AG TANK RENT	323.05
0000157923	MISSOURI STATE UNIVERSIT	PD HS CONF	80.00
0000157924	MSBA	MEDICAD	486.27
0000157925	MTN VIEW OIL & PROPANE	HS LP GAS	895.58
0000157926	MV-BT/PETTY CASH	HOMELESS STUDENT TRIP	25.69
0000157927	ORCHARD TERRI	PAT TRAINING REIMBURSEMENT	1,825.00
0000157928	PACE MARA	PD BT TRAVEL	139.63
0000157929	PITNEY BOWES GLOBAL FINANCIAL SERV	OM POSTAGE MACHINE	437.37
0000157930	SCHOLASTIC INC MAGAZINES	MV 4TH GR SUPPLY	527.12
0000157931	SCHWALM LINDSEY M	SL MV TRAVEL	86.00
0000157932	SMITH SHAWNDAL	PT BACKGROUND REIMB	41.75
0000157933	SOUTH CENTRAL ASSOCIATION	SCA MEMBERSHIP DUES	643.00
0000157934	SPRINGFIELD JANITOR SUP	OM SUPPLY	1,870.80
0000157935	SUMMERSVILLE BEACON	BE ADV/HEL PWANTED/ BUS BID	71.90
0000157936	TAHER INC - BIN #135092	FD CONTR SVC	86,186.97
0000157937	THE STEEL YARD	VO AG TUBING	230.86
0000157938	TROTTER MERRI BETH	OT SEPT SERVICES	7,824.00

Mountain View-Birch Tree R-III  
1054 Old Highway 60  
Mountain View, MO 65548

Board Monthly Report

Check #	Vendor Name	Invoice Description	Check Amount
0000157938	TROTTER MERRI BETH	OT SEPT SERVICES	7,824.00
0000157939	VARSITY SPIRIT FASHIONS	HSVBCHEER	5,588.55
0000157940	WEST PLAINS MUSIC STORE	MV MUSIC SUPPLY	1,925.00
0000157941	WILLIAM V MACGILL & CO	NU HS SUPPLY	97.00
0000157942	WOOD LOIS	HS PEPP CLUB SHIRTS	420.00
0000157943	YOUNGS HARDWARE LLC	OM SUPPLY	130.95
Grand Total			\$279,260.79

# MOUNTAIN VIEW-BIRCH TREE R-III SCHOOL DISTRICT

## MONTHLY FINANCIAL REPORT

MONTH ENDING SEPTEMBER 2023

FUND	OPENING BALANCE	RECEIPTS	TRANSFER RECEIPTS	EXPENDITURES	TRANSFER EXPENDITURES	CLOSING BALANCE
INCIDENTAL	\$ 7,125,647.95	\$ 353,242.38		\$ (619,051.33)		\$ 6,859,839.00
TEACHERS	\$ 818,510.44	\$ 536,137.42		\$ (1,153,665.99)		\$ 200,981.87
DEBT SERVICE						
CAPITAL PROJ	\$ 2,115,880.68	\$ 552,542.83		\$ (1,062,294.44)		\$ 1,606,129.07
<b>TOTAL</b>	<b>\$ 10,060,039.07</b>	<b>\$ 1,441,922.63</b>		<b>\$ (2,835,011.76)</b>		<b>\$ 8,666,949.94</b>

PREVIOUS YEAR	\$ 8,178,330.22	\$ 923,971.51	\$ (2,079,263.87)	\$ 7,023,037.86
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## DEPOSITS

SIMMONS BANK OF MV	\$ 5,298,693.41
ALTON BANK	\$ 3,610,232.38
ALTON BANK SENIOR	\$ 93,608.65
<b>TOTAL</b>	<b>\$ 9,002,534.44</b>
PREVIOUS YEAR	\$ 7,328,703.77

## RECONCILIATION

BANK BALANCE	\$ 9,002,534.44
OUTSTANDING CHECKS	\$ (335,584.50)
OUTSTANDING DEPOSITS	\$ -
<b>ENDING BALANCE</b>	<b>\$ 8,666,949.94</b>

**Vision:** The Mountain View-Birch Tree School District is two communities working as one to develop caring and responsible citizens.



**Mission:** Our mission is to empower and inspire all students to be successful before and after graduation. We strive to improve the quality of life through rigor, relevance, and relationships.

## Mountain View-Birch Tree R-III School District

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### October 2023 Assistant Superintendent Report

My duties are a little different than most of the admin team, so I thought this might be an easier format to give info and updates to you all

#### Projects:

- The fencing at the bus barn is near completion, hopefully it will be completed by BOE meeting.
- Propane tank is supposed to be moved and installed on 10/13
- Current Inc. is coming (hopefully) next week (week of 10/16) to run the gas line from the building to the propane tank
- Fuel island is done minus the installation of the pumps and plumbing to the tanks, which have not been moved yet either. That should be happening sooner than later.
- We accepted a bid to fence the BTE playground and funding will be provided by the first round of safety grant funds.
- We accepted a bid to install playground equipment at BTE, which will be done by the end of the calendar year.
- MVE's playground will be installed over Thanksgiving week.
- Waiting on a bid from Grennan to install an intercom system in the HS Ag building. I was under the impression that it had been done since it was on the first round of safety grant, but it wasn't, so I got right on it and am going to see it through ASAP.
- The lease agreement in your board packet has been updated (as mentioned in the email I sent you all) and once we approve it at this month's meeting, we'll begin formulating a plan to accomplish as much as we can financially bear as soon as possible.
- Working with Raptor Technologies to get a MVBT app for all employees to help increase communication in the event of any emergency.
- Waiting to hear from McKinstry about the NE corner of LHS. They came and looked at it and are getting me some recommendations.
- Searching for safety screen products for MVE playground fence.

502 N. Elm, Mountain View, MO 65548 Phone: 417-934-5408

website: <https://home.liberty.mvbt.k12.mo.us/>

Superintendent: Mrs. Lanna Tharp email: [ltharp@liberty.mvbt.k12.mo.us](mailto:ltharp@liberty.mvbt.k12.mo.us)

Assistant Superintendent: Mr. Ryan Chowning email: [rchowning@liberty.mvbt.k12.mo.us](mailto:rchowning@liberty.mvbt.k12.mo.us)

**Vision:** The Mountain View-Birch Tree School District is two communities working as one to develop caring and responsible citizens.



**Mission:** Our mission is to empower and inspire all students to be successful before and after graduation. We strive to improve the quality of life through rigor, relevance, and relationships.

Goings on:

- Attended a MUSIC Law Seminar on 10/10 in Poplar Bluff. One of the best I've been to.
- Smoking 35-40 lbs of pork butt for the JV Volleyball Tournament that we're hosting on 10/14
- Quarterly Shield Solutions Training on 10/16 with our SRO
- MARE Conference on 10/18-10/19
- School Operations Academy event on 10/25
- Currently driving a lot of bus routes, so if you see me and I look sleepy, give me some grace! 😊
- MSBA Conference in early November in Kansas City

Overall, I am staying very busy and enjoying my role. I have a great deal to learn, but so far it's all been good and I've had great people around me.

502 N. Elm, Mountain View, MO 65548 Phone: 417-934-5408

website: <https://home.liberty.mvbt.k12.mo.us/>

Superintendent: Mrs. Lanna Tharp email: [ltharp@liberty.mvbt.k12.mo.us](mailto:ltharp@liberty.mvbt.k12.mo.us)

Assistant Superintendent: Mr. Ryan Chowning email: [rchowning@liberty.mvbt.k12.mo.us](mailto:rchowning@liberty.mvbt.k12.mo.us)

# OCTOBER BOARD REPORT

ADMINISTRATOR: Renshaw

**K-5 CURRENT ENROLLMENT: 171**

## **Focusing on Leadership (CSIP Goal 1)**

- *The Ten-Minute Inservice*
- *Building Thinking Classrooms in Mathematics*
- *A Principal's Primer for Raising Reading Achievement*

## **Focusing on Effective Teaching and Learning (CSIP Goal 2)**

- Talk2Read grant, continues
- LETRS training

## **Focusing on Collaborative Climate and Culture (CSIP Goal 3)**

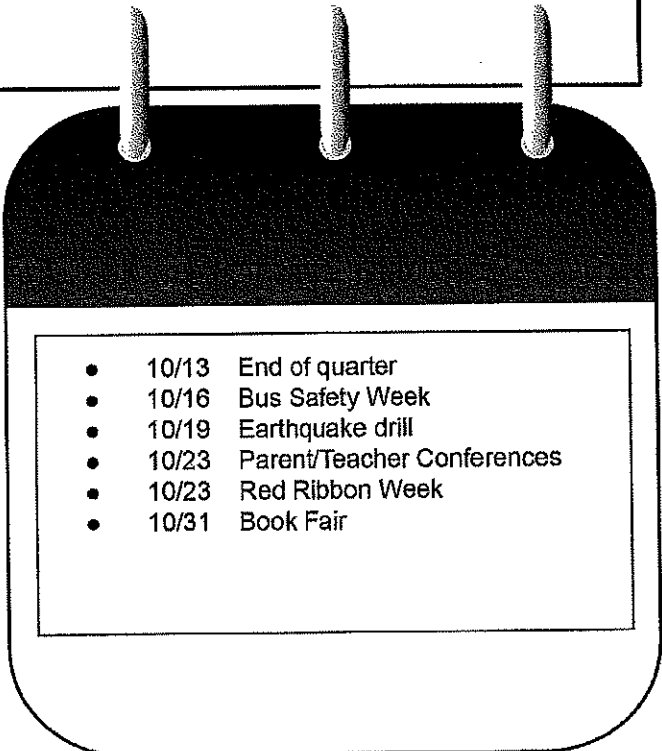
- Continual work on creating a positive teacher climate
- Continuing to work on attendance issues

## **Focusing on Alignment of Standards, Curriculum, and Assessment (CSIP Goal 4)**

- Growth Monitoring

## **Focusing on Equity and Access (CSIP Goal 5)**

\*LIFE360  
\*Reading Success Plans  
\*Food backpacks  
Care To Learn

- 
- 10/13 End of quarter
  - 10/16 Bus Safety Week
  - 10/19 Earthquake drill
  - 10/23 Parent/Teacher Conferences
  - 10/23 Red Ribbon Week
  - 10/31 Book Fair

# **MVE OCTOBER SCHOOL BOARD REPORT**

*ADMINISTRATOR(S): Jester/Marriott*

**CURRENT ENROLLMENT: 446**  
**Attendance % for September:**  
**94.48%**

## **Focusing on Leadership (CSIP Goal 1)**

- Continuing to focus on how we can be better leaders.
- Providing support to the teachers by removing behavior students
- SCA principal's meeting the 18th

## **Focusing on Effective Teaching and Learning (CSIP Goal 2)**

- Reading Success Plans.
- Frequent classroom visits.
- Unit Plans
- Team Meetings/Task Team meetings.

## **Focusing on Collaborative Climate and Culture (CSIP Goal 3)**

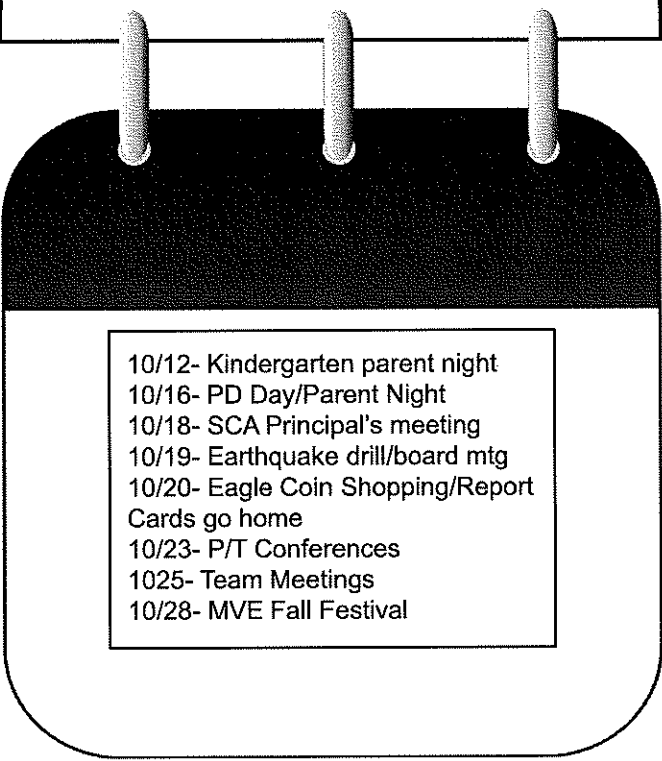
- Our Lift Crew provides snacks and encouragement often.
- Constantly checking in to see if the teachers need anything.

## **Focusing on Alignment of Standards, Curriculum, and Assessment (CSIP Goal 4)**

- Teachers doing LETRS training
- Admin doing LETRS training
- Frequent Pacing guide check ins
- iReady time

## **Focusing on Equity and Access (CSIP Goal 5)**

- SOAR Matrix- reminders on behaviors
- Eagle Coins/Bucks
- Behavior/behavior/behavior!!!
- HIGH EXPECTATIONS!!!!
- Eagle Coin Shopping next week!



10/12- Kindergarten parent night  
10/16- PD Day/Parent Night  
10/18- SCA Principal's meeting  
10/19- Earthquake drill/board mtg  
10/20- Eagle Coin Shopping/Report  
Cards go home  
10/23- P/T Conferences  
10/25- Team Meetings  
10/28- MVE Fall Festival

# OCTOBER BOARD REPORT

ADMINISTRATOR(S): Tammy Heiney and Elijah Ernst

**CURRENT ENROLLMENT: 285**  
**Attendance: 94.95%**

## **Focusing on Leadership (CSIP Goal 1)**

- Our Middle School Leadership Team has been defining what a grade means in our classrooms and the purpose of homework. It has been interesting to gather the different perspectives on both.
- Our building task teams are doing amazing things! The Beautification Team is focusing on honoring Mrs. Moore and Mrs. Mast, two of our original LMS teachers who passed away. There was a donation in the memory of Mrs. Moore when she passed, and the team's first task was to honor her.

## **Focusing on Effective Teaching and Learning (CSIP Goal 2)**

- We are continuing our "Building Thinking Classrooms in Mathematics" book study led by Mrs. Rutledge. Mrs. Wilbanks, our 8th grade math teacher, has created a thinking classroom. Our math curriculum, Classroom Math by iReady, aligns with the practices introduced in the book. As an administrator, walking into Mrs. Wilbanks' classroom is an inviting atmosphere where the teacher questions and the students think. It is productive struggle and math rigor at its best!

## **Focusing on Collaborative Climate and Culture (CSIP Goal 3)**

- Our staff has been completing positive office referrals. Positive referrals boost self-esteem and motivation, enhance student-teacher relationships, and more! Each week, teachers write at least one, but many write more. Mrs. Heiney adds to the referral, and mails them home. We are so proud of our students and want parents to know how awesome their children are!
- Our 1st Parent Involvement Night was a huge success. Parents and students enjoyed fun and projects. Our math department is already planning the next night.

## **Focusing on Alignment of Standards, Curriculum, and Assessment (CSIP Goal 4)**

- As with the other teachers in the district, our core teachers are writing the units of study. The units focus on student objectives, essential questions, academic and content vocabulary, and critical activities. These units will carry through any curriculum the district implements.

## **Focusing on Equity and Access (CSIP Goal 5)**

- Our Mindful and Motivational Mondays are going well! We provide one-to-one math and reading tutoring, make-up hours, and fun and interactive activities. We want to give a big shout-out to the staff coming in on Mondays to assist our students.
- Mrs. Davis has implemented a Counselor Referral Form placed on student Google Classrooms for easy access. It has allowed students to contact Mrs. Davis quickly and easily. It also provides an easy way to document and track student needs and concerns for all students.
- Mrs. Davis created a "See Something, Say Something" presentation for our students. It focused on safety issues.

## **CALENDAR**

**October 13:** We held our Citizenship Incentive. We held a dodgeball tournament and had popcorn and drinks. Students receiving the incentive had good citizenship (based on our expectation matrix and citizenship card) and had not been in ISS.

**October 18:** Any student with 95% or better attendance will receive a float during lunch. Floats are sponsored by Connolly Insurance. Students with 100% attendance will receive an extra surprise!

**October 28:** Mother/Child Fall Dance 1-3 LMS (STUCO event)

**November 6:** "Get in the Game" PD Event sponsored by Pruett's Powerwashing



# **SPECIAL EDUCATION**

## **OCTOBER BOARD REPORT**

*ADMINISTRATOR:* Barbara Medina

### **CURRENT ENROLLMENT: 211**

- ECSE: 23
- K-12: 188
- MSB: 1
- Transfer In: 19
- Drops: 19
- Referrals: 18

### **SECTION 504:**

- Current: 21
- Referrals: 3

### **Focusing on Alignment of Standards, Curriculum, and Assessment (CSIP Goal 4)**

- Analyzing iReady Data
- Teacher Growth Plans Completed: Focus Standard to align IEP goals with Curriculum, share progress for each student with parents in a one-on-one setting.

### **Focusing on Leadership (CSIP Goal 1)**

- MO CASE Law Conference 9/24-9/26/2023
- DESE SPED Finance: 10/3/2023 (ECSE FER, HNF, and PPF)
- DESE Compliance Training: Making Quality Eligibility Determinations: 10/5/2023
- Local Administrators Special Education Meeting 10/13/2023
- Special Education Staffing Meetings week of 9/18/23, 10/2/23

### **Focusing on Equity and Access (CSIP Goal 5)**

- High Expectations for All Students
- Job Olympics Steering Committee
- Attendance Follow-ups: After 2 consecutive absences or 5 absences a quarter.

### **Focusing on Effective Teaching and Learning (CSIP Goal 2)**

- iReady: Individual Student Paths
- Teacher Growth Plans Completed: Standards focused on Effective Teaching Strategies.

### **Focusing on Collaborative Climate and Culture (CSIP Goal 3)**

- MVE: Special Education Staff Hosting Family Fun Night for Special Education Students and Families

## **CALENDAR**

- High Need Fund Application Submitted 10/11/2023
- Family Fun Night 10/13/2023
- Parent Teacher Conferences 10/23/2023
- ECSE Final Expenditure Report Due 10/31/2023



## Athletics Board Report:

Game time radio has netted us over 7,000.00 in advertising.

- We secured the Nike contract and we will start getting Nike change over money as we update old uniforms
- Congrats to the SCA Champ Liberty Eagle volleyball team
- We have a new popcorn machine thanks to Andrea McNew, and we have parts to fix the other
- Fall sports are winding down and we will be heading into the Winter sports season.
- Updates on the way for the baseball field, we will also be looking at ways to provide options for more indoor instruction for baseball and softball with indoor lite flight machines.
- Both jh boys and girls have started basketball, those schedules will go out this week.
- The high school girls basketball team qualified for a chocolate milk grant from the Missouri Dairy Farmers. More info to come.

Upcoming events district football TBA  
District volleyball at Cabool



# **Mtn View-Birch Tree R-III**

## Board Policy Manual

**Policy AC: PROHIBITION AGAINST ILLEGAL DISCRIMINATION, HARASSMENT AND RETALIATION**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 06/10/2021

**23C UPDATE EXPLANATION**

MSBA has updated this policy to align the nondiscrimination statement with what is now required by the U.S. Department of Agriculture for participation in the federal free and reduced-price lunch program and other federal school nutrition programs. Please note that MSBA has worked with state compliance auditors on this language to ensure that your district will meet the expectations of those who oversee the program.

In addition to aligning its policies and procedures, the district is also required to include the full, approved nondiscrimination statement on all print and nonprint materials about the district's nutrition program including, but not limited to, print, audio, video, websites, brochures and newsletters. If the size of the material is too small to include the full statement, the material must, at a minimum, include: "This institution is an equal opportunity provider."

The district is required to update the federal "And Justice for All" poster and include this nondiscrimination language in other media the district distributes, including documents and the district's website. Sample notices in several languages and posters can be found at <https://www.usda.gov/oascr/and-justice-all>.

Note: MSBA has discovered that some districts may have received a copy of policy AC that included language that should have been removed. It is difficult to identify why only some districts were impacted. We suspect a glitch in Word's Track Changes function. Regardless of the cause, MSBA has already implemented steps that will help ensure this does not happen again. If your copy of AC includes the language below as the last lines of the "General" section, the language should be removed as shown in this Reference copy of AC because there are potential legal ramifications if the language is retained going forward. We are sorry for any inconvenience this may have caused.

Remove: "In accordance with this policy and as allowed by law, the district will investigate and address discrimination, harassment and retaliation that negatively impact the school environment, including instances that occur off district property or are unrelated to the district's activities."

**General Rule**

The Mountain View-Birch Tree R-III Board of Education is committed to maintaining a workplace and educational environment that is free from illegal discrimination, harassment and retaliation in admission or access to, or treatment or employment in, its programs, services, activities and facilities. In accordance with law, the district strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law. The Mountain View-Birch Tree R-III School District is an equal opportunity employer.

The board also prohibits:

1. Retaliatory actions including, but not limited to, acts of intimidation, threats, coercion or discrimination against those who:
  - a. Make complaints of illegal discrimination or harassment.
  - b. Report illegal discrimination or harassment.
  - c. Participate in an investigation, formal proceeding or informal resolution, whether conducted internally or outside the district, concerning illegal discrimination or harassment.
2. Aiding, abetting, inciting, compelling or coercing illegal discrimination, harassment or retaliatory actions.
3. Discrimination, harassment or retaliation against any person because of such person's association with a person protected from discrimination or harassment in accordance with this policy and law.

As used in this policy, "discrimination, harassment or retaliation" has the same meaning as "illegal discrimination,

harassment or retaliation" and is limited to acts prohibited by law. All employees, students and visitors must immediately report to the district for investigation any incident or behavior that could constitute discrimination, harassment or retaliation in accordance with this policy. If a student alleges sexual misconduct on the part of any district employee to any person employed by the district, that person will immediately report the allegation to the Children's Division (CD) of the Department of Social Services in accordance with state law. In accordance with this policy and as allowed by law, the district will investigate and address discrimination, harassment and retaliation that negatively impact the school environment, including instances that occur off district property or are unrelated to the district's activities.

## **Sexual Harassment Reporting and District Response**

Sexual harassment is prohibited under this policy and policy ACA, but policy ACA applies only to a narrower category of sexual harassment under Title IX, as defined in the federal regulations. All sexual harassment reports must be made to the Title IX coordinator identified in policy ACA and evaluated for policy ACA applicability. If a sexual harassment report is made to any other district employee, the report must be promptly referred to the Title IX coordinator for intake. Incidents of alleged sexual harassment that are not investigated under policy ACA may be referred for processing under this policy.

## **Additional Prohibited Behavior**

Behavior that is not unlawful or does not rise to the level of illegal discrimination, harassment or retaliation might still be unacceptable for the workplace or the educational environment. The district encourages students, employees and the public to report such behavior so that it can be promptly addressed, but the grievance process in this policy is reserved for allegations of illegal discrimination, harassment and retaliation.

## **Boy Scouts of America Equal Access Act**

As required by law, the district will provide equal access to district facilities and related benefits and services and will not discriminate against any group officially affiliated with the Boy Scouts of America, the Girl Scouts of the United States of America or any other youth group designated in applicable federal law.

## **School Nutrition Programs**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs (including the district), are prohibited from discriminating based on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. These programs include the National School Lunch Program, the Special Milk Program, the School Breakfast Program and the Summer Food Service Program.

Any person or representative alleging discrimination based on a prohibited basis has the right to file a complaint within 180 days of the alleged discriminatory action with the USDA Office of the Assistant Secretary for Civil Rights or the district's compliance officer using the process outlined in policy EF.

## **Interim Measures**

When a report is made or the district otherwise learns of potential discrimination, harassment or retaliation, the district will take immediate action to protect the alleged victim, including implementing interim measures. Such interim measures may include, but are not limited to, altering a class seating arrangement, providing additional supervision or suspending an employee pending an investigation. The district will also take immediate steps to prevent retaliation against the alleged victim, any person associated with the alleged victim, or any witnesses or participants in the investigation. These steps may include, but are not limited to, notifying students, employees and others that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment or retaliation have occurred.

## **Consequences and Remedies**

If the district determines that discrimination, harassment or retaliation have occurred, the district will take prompt,

effective and appropriate action to address the behavior, prevent its recurrence and remedy its effects.

Employees who violate this policy will be disciplined, up to and including employment termination. Students who violate this policy will be disciplined, which may include suspension or expulsion. Patrons, contractors, visitors or others who violate this policy may be prohibited from district property or otherwise restricted while on district property. The superintendent or designee will contact law enforcement or seek a court order to enforce this policy when necessary or when actions may constitute criminal behavior.

Students, employees and others will not be disciplined for speech in circumstances where it is protected by law.

In accordance with law and district policy, any person suspected of abusing or neglecting a child will be reported immediately to the CD.

## Definitions

*Compliance Officer* – The individual responsible for implementing this policy, including the acting compliance officer when performing duties of the compliance officer.

*Discrimination* – Conferring benefits upon, refusing or denying benefits to, or providing differential treatment to a person or class of persons in violation of law based on race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law, or based on a belief that such a characteristic exists.

*Grievance* – A verbal or written report (also known as a complaint) of discrimination, harassment or retaliation made to the compliance officer.

*Harassment* – A form of discrimination, as defined above, that occurs when the school or work environment becomes permeated with intimidation, ridicule or insult that is sufficiently severe or pervasive enough that it unreasonably alters the employment or educational environment.

Behaviors that could constitute illegal harassment include, but are not limited to, the following acts if based on race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law or based on a belief that such a characteristic exists: graffiti; display of written material, pictures or electronic images; name calling, teasing or taunting; insults, derogatory remarks or slurs; jokes; gestures; threatening, intimidating or hostile acts; physical acts of aggression, assault or violence; theft; or damage to property.

*Sexual Harassment* – A form of discrimination, as defined above, on the basis of sex. Sexual harassment is unwelcome conduct that occurs when a) benefits or decisions are implicitly or explicitly conditioned upon submission to, or punishment is applied for refusing to comply with, unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature; or b) the school or work environment becomes permeated with intimidation, ridicule or insult that is based on sex or is sexual in nature and that is sufficiently severe or pervasive enough to alter the conditions of participation in the district's programs and activities or the conditions of employment. Sexual harassment may occur between members of the same or opposite sex. The district presumes a student cannot consent to behavior of a sexual nature with an adult regardless of the circumstance. "Sexual Harassment under Title IX" is a subset of this definition, and the district's response to qualifying allegations is set forth in policy ACA.

Behaviors that could constitute sexual harassment include, but are not limited to:

1. Sexual advances and requests or pressure of any kind for sexual favors, activities or contact.
2. Conditioning grades, promotions, rewards or privileges on submission to sexual favors, activities or contact.
3. Punishing or reprimanding persons who refuse to comply with sexual requests, activities or contact.
4. Graffiti, name calling, slurs, jokes, gestures or communications of a sexual nature or based on sex.
5. Physical contact or touching of a sexual nature, including touching of intimate parts and sexually motivated or inappropriate patting, pinching or rubbing.
6. Comments about an individual's body, sexual activity or sexual attractiveness.

7. Physical sexual acts of aggression, assault or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking) against a person's will or when a person is not capable of giving consent due to the person's age, intellectual disability or use of drugs or alcohol.
8. Gender-based harassment and acts of verbal, nonverbal, written, graphic or physical conduct based on sex or sex stereotyping, but not involving conduct of a sexual nature.

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

## **Compliance Officer**

The board designates the following individual to act as the district's compliance officer:

Superintendent  
~~P.O. Box 464502~~ N. Elm St.  
 Mountain View, MO 65548-~~04648472~~  
 Phone: 417-934-5408 / Fax: 417-934-5404

In the event the compliance officer is unavailable or is the subject of a report that would otherwise be made to the compliance officer, reports should instead be directed to the acting compliance officer:

High School Principal  
~~P.O. Box 464502~~ N. Elm St.  
 Mountain View, MO 65548-~~04648472~~  
 Phone: 417-934-2020 / Fax: 417-934-5404

For matters within the scope of this policy, the compliance officer or acting compliance officer will:

1. Coordinate district compliance with this policy and the law.
2. Receive all grievances regarding discrimination, harassment and retaliation ~~in the Mountain View Birch Tree R-III School District~~ except as provided in policy ACA.
3. Serve as the district's designated Title VI, Section 504 and Americans with Disabilities Act (ADA) coordinator, as well as the contact person for compliance with other discrimination laws.
4. Forward reports of sexual harassment and otherwise assist in Title IX compliance as directed in policy ACA.
5. Investigate or assign persons to investigate grievances; monitor the status of grievances to ensure that additional discrimination, harassment and retaliation do not occur; and recommend consequences.
6. Review all evidence brought in disciplinary matters to determine whether additional remedies are appropriate, and recommend which interim measures should be implemented.
7. Determine whether district employees with knowledge of discrimination, harassment or retaliation failed to carry out their reporting duties and recommend disciplinary action, if necessary.
8. Communicate regularly with the district's law enforcement unit or other law enforcement point of contact for the district to determine whether any reported crimes constitute potential discrimination, harassment or retaliation.
9. Oversee discrimination, harassment or retaliation grievances, including identifying and addressing any patterns or systemic problems and reporting such problems and patterns to the superintendent or the board.
10. Seek legal advice when necessary to enforce this policy.
11. Report to the superintendent and the board aggregate information regarding the number and frequency of grievances and compliance with this policy.
12. Make recommendations regarding changing this policy or the implementation of this policy.
13. Coordinate and institute training programs for district staff and supervisors as necessary to meet the goals of

this policy, including instruction in recognizing behavior that constitutes discrimination, harassment and retaliation.

14. Periodically review student discipline records to determine whether disciplinary consequences are applied uniformly.
15. Perform other duties as assigned by the superintendent.

## **Public Notice**

The superintendent or designee will continuously publicize the district's policy prohibiting discrimination, harassment and retaliation and disseminate information on how to report discrimination, harassment and retaliation. Notification of the district's policy will be posted in a public area of each building used for instruction or employment or open to the public. Information will also be distributed annually to employees, parents/guardians and students as well as to newly enrolled students and newly hired employees. District bulletins, catalogs, application forms, recruitment material and the district's website will include a statement that the ~~Mountain View Birch Tree R-III School District~~ district does not discriminate in its programs, services, activities, facilities or with regard to employment. The district will provide information in alternative formats when necessary to accommodate persons with disabilities.

## **Reporting**

Students, employees and others may attempt to resolve minor issues by addressing concerns directly to the person alleged to have violated this policy, but they are not expected or required to do so. Any attempts to voluntarily resolve a grievance will not delay the investigation once a report has been made to the district.

### ***Reports Involving Sexual Harassment***

In cases involving sexual harassment, all persons must report incidents directly to the Title IX coordinator for evaluation under policy ACA. All district employees will instruct all persons seeking to make a report or complaint to communicate directly with the Title IX coordinator. Even if the suspected victim of discrimination, harassment or retaliation does not report on their own behalf, district employees are required to report to the Title IX coordinator any observations, rumors or other information about actions prohibited by this policy and policy ACA.

### ***All Other Reports***

Unless the concern is otherwise voluntarily resolved, all persons must report incidents that might constitute discrimination, harassment or retaliation directly to the compliance officer or acting compliance officer. All district employees will instruct all persons seeking to file a grievance to communicate directly with the compliance officer. Even if the suspected victim of discrimination, harassment or retaliation does not file a grievance, district employees are required to report to the compliance officer any observations, rumors or other information about actions prohibited by this policy. If a person refuses or is unable to submit a written complaint, the compliance officer will summarize the verbal complaint in writing. A grievance is not needed for the district to act upon finding a violation of law, district policy or district expectations.

Even if a grievance under this policy is not directly filed, if the compliance officer otherwise learns about possible discrimination, harassment or retaliation, including violence, the district will conduct a prompt, impartial, adequate, reliable and thorough investigation to determine whether unlawful conduct occurred and will implement the appropriate interim measures if necessary.

## **Student-on-Student Harassment**

Building-level administrators are in a unique position to identify and address discrimination, harassment and retaliation between students, particularly when behaviors are reported through the normal disciplinary process and not through a grievance. In general, administrators can immediately discipline a student for prohibited behavior in accordance with the district's discipline policy. However, if sexual harassment is observed or alleged, the administrator must consult the Title IX coordinator to determine policy ACA's applicability to the reported facts or allegations prior to imposing discipline. Administrators will report all incidents as directed in the "Reporting" section of this policy and will direct the parent/guardian and student to the compliance officer for further assistance. In cases not being handled under policy ACA, the compliance officer may determine that the incident has been appropriately addressed or recommend additional action.



## Investigation

The district will use the investigation process outlined in this section for any grievance filed under this policy (AC).

The district will immediately investigate all grievances submitted under this policy. All persons are required to cooperate fully in the investigation. The district compliance officer or other designated investigator may utilize an attorney or other professionals to conduct the investigation and/or serve in other roles and capacities under the procedures for grievance processing.

The district does not assume responsibility or liability for actions that are unrelated to the district's programs or activities. However, the district may investigate any behavior that occurs on or off district property to the extent that such an investigation is necessary for the district to meet its legal obligations to address discrimination, harassment and retaliation that negatively impact the education or work environment. The district will address such behavior only to the extent that the district has the legal authority to do so.

In determining whether alleged conduct constitutes discrimination, harassment or retaliation, the district will consider the surrounding circumstances, the nature of the behavior, the relationships between the parties involved, past incidents, the context in which the alleged incidents occurred and all other relevant information. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. If, after investigation, school officials determine that it is more likely than not (the preponderance of the evidence standard) that discrimination, harassment or other prohibited behavior has occurred, the district will take prompt and effective corrective action in accordance with law.

## Collaboration with Outside Enforcement Agencies

In the event an outside enforcement agency is investigating the same allegation of discrimination, harassment or retaliation or a similar allegation, the district will make a preliminary inquiry, then follow the outside enforcement agency's investigation and response procedures instead of the formal district grievance process. During the inquiry, if the district determines that a reasonable basis for concluding this policy was violated exists, it will enforce appropriate interim measures while ensuring due process to the alleged perpetrator when required. When requested by law enforcement, the district may reasonably delay its own investigation to permit law enforcement to conduct the criminal investigation process.

## Grievance Process Overview

1. If a person designated to hear a grievance or appeal is the subject of the grievance, the compliance officer may designate an alternative person to hear the grievance, or the next highest step in the grievance process will be used. For example, if the grievance involves the superintendent, the compliance officer may designate someone outside the district to hear the grievance in lieu of the superintendent, or the grievance may be heard directly by the board.
2. An extension of the investigation and reporting deadlines may be warranted if extenuating circumstances exist as determined by the district's compliance officer. The person filing the complaint will be notified when deadlines are extended. If more than twice the allotted time has expired without a response, the appeal may be taken to the next level.
3. Failure of the person filing the grievance to appeal within the timelines given will be considered acceptance of the findings and remedial action taken.
4. To the extent permitted by law, the district will investigate all grievances filed under this policy even if an outside enforcing agency, such as the Office for Civil Rights, law enforcement or the CD, is also investigating a complaint arising from the same circumstances.
5. The district will share information regarding an individually identifiable student or employee with the person filing the grievance or other persons only as allowed by law and in accordance with board policy.
6. Upon receiving a grievance, district administrators or supervisors, after consultation with the compliance officer, will implement interim measures as described in this policy if necessary to prevent further potential discrimination, harassment or retaliation during the pending investigation.

## Grievance Process

1. Level I – A grievance is filed with the district's compliance officer. The compliance officer may conduct the Level I investigation or assign an administrator or other qualified individual to conduct the investigation. If the compliance officer determines that the grievance allegations involve sexual harassment under policy ACA, the report will be routed accordingly.

An investigation will commence no later than five working days after the compliance officer receives the grievance. The investigator shall conduct a prompt, impartial, adequate, reliable and thorough investigation, including the opportunity for the person filing the grievance and other parties involved to identify witnesses and provide information and other evidence. The investigator will evaluate all relevant information and documentation relating to the grievance.

Within 30 working days of receiving the grievance, the investigator will complete a written report that summarizes the investigation and makes determinations as to the facts and whether the facts constitute a violation of this policy based on the appropriate legal standards. If someone other than the compliance officer conducted the investigation, the compliance officer will receive the report and either adopt the report as submitted or modify and complete the report upon further investigation and/or review of applicable policy and law. If a violation of this policy is found, the compliance officer will recommend corrective action to the superintendent to address the discrimination, harassment or retaliation; prevent recurrence; and remedy its effects. The person who filed the grievance, the victim if someone other than the victim filed the grievance, and any alleged perpetrator will be notified in writing, within five working days of the completion of the report, in accordance with law and district policy, regarding whether the district's compliance officer or designee determined that district policy was violated.

2. Level II – Within five working days after receiving the Level I decision, the person filing the grievance, the victim if someone other than the victim filed the grievance, or any alleged perpetrator may appeal the compliance officer's decision to the superintendent by notifying the superintendent in writing. The superintendent may designate another person (other than the compliance officer) to review the matter when appropriate.

Within ten working days, the superintendent will complete a written decision on the appeal, stating whether a violation of this policy is found and, if so, stating what corrective actions will be implemented. If someone other than the superintendent conducts the appeal, the superintendent will review and sign the report before it is given to the person appealing. A copy of the appeal and decision will be given to the compliance officer or acting compliance officer. The person who initially filed the grievance, the victim if someone other than the victim filed the grievance, and any alleged perpetrator will be notified in writing, within five working days of the superintendent's decision, regarding whether the superintendent or designee determined that district policy was violated.

3. Level III – Within five working days after receiving the Level II decision, the person filing the grievance, the victim if someone other than the victim filed the grievance, or any alleged perpetrator may appeal the superintendent's decision to the board by notifying the board secretary in writing. The person filing the grievance and the alleged perpetrator will be allowed to address the board, and the board may call for the presence of other persons the board deems necessary. The board will issue a decision within 30 working days for implementation by the administration. The board secretary will give the compliance officer or acting compliance officer a copy of the appeal and decision. The person who filed the grievance, the victim if someone other than the victim filed the grievance, and the alleged perpetrator will be notified in writing, within five working days of the board's decision, in accordance with law and district policy, regarding whether the board determined that district policy was violated. The decision of the board is final.

## **Confidentiality and Records**

To the extent permitted by law and in accordance with board policy, the district will keep confidential the identity of the person filing a grievance and any grievance or other document that is generated or received pertaining to grievances. Information may be disclosed if necessary to further the investigation, appeal or resolution of a grievance, or if necessary to carry out interim or disciplinary measures. The district will disclose information to the district's attorney, law enforcement, the CD and others when necessary to enforce this policy or when required by law. In implementing this policy, the district will comply with state and federal laws regarding the confidentiality of student and employee records. Information regarding any resulting employee or student disciplinary action will be maintained and released in the same manner as any other disciplinary record. The district will keep any documentation created in investigating the complaint including, but not limited to, documentation considered when making any conclusions, in accordance with the Missouri Secretary of State's retention manuals and as advised by

the district's attorney.

## **Training**

The district will provide training to employees on identifying and reporting acts that may constitute discrimination, harassment or retaliation. The district will instruct employees to make all reports to the district's compliance officer or acting compliance officer (or Title IX coordinator for sexual harassment, per policy ACA) and will provide current contact information for these persons. The district will inform employees of the consequences of violating this policy and the remedies the district may use to rectify policy violations. All employees will have access to the district's current policy, required notices and complaint forms. The district will provide training to any person responsible for investigating potential discrimination, harassment or retaliation.

The district will provide information to parents/guardians and students regarding this policy and will provide age-appropriate instruction to students.

**Policy BBBA-1: BOARD MEMBER QUALIFICATIONS**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 11/16/2017

**23C UPDATE EXPLANATION**

Section 162.291, RSMo., now requires school board candidates to have lived in the district for at least one year immediately preceding their election. The Missouri Constitution still requires all elected officials to have lived in Missouri for one year immediately preceding their election.

This change does not apply to districts classified as urban or metropolitan.

All board members should have an interest in the welfare and education opportunities of students, a desire to honestly represent the public and the commitment to be a good steward of taxpayer resources. All persons interested in serving on the Mountain View-Birch Tree R-III School District Board of Education board of education, whether elected or appointed, will meet all legal requirements for candidates in school board elections, including the following:

1. Be citizens of the United States of America. Mo. Const. art. VII, § 8; § 162.291, RSMo.
2. Be resident taxpayers of the Mountain View-Birch Tree R-III School District. A "taxpayer" is an individual who has paid taxes to the state or any subdivision thereof within the immediately preceding 12-month period, or the spouse of such individual. § 162.291, RSMo.
3. Have resided in the district and Missouri for a minimum of one year immediately preceding their election or appointment. Mo. Const. art. VII, § 8; § 162.291, RSMo.
4. Be at least 24 years of age. § 162.291, RSMo.
5. Not be delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes on their place of residence. If an applicant is a past or present corporate officer of any fee office, that office cannot be delinquent in the payment of any taxes owed the state. § 115.306, RSMo.
6. Have not been found guilty of nor pled guilty to a felony under the federal laws of the United States of America or to a felony under Missouri law or an offense committed in another state that would be considered a felony in Missouri. § 115.306, RSMo.
7. Not be registered or required to be registered as a sex offender pursuant to § 162.014, RSMo.
8. Have filed, or the treasurer of an existing candidate committee has filed, all required campaign disclosure reports with the Missouri Ethics Commission, when applicable, for all previous elections in which they were candidates. § 130.071, RSMo.

**Oath of Office**

Newly elected or appointed members of the board officially qualify as board members when they take the oath of office and sign the oath, as required by law.

**Policy BBF: SCHOOL BOARD MEMBER ETHICS**

Status: DRAFT

Original Adopted Date: 11/17/2005

**23C UPDATE EXPLANATION**

MSBA has updated this policy to comply with the Missouri School Improvement Program (MSIP):

MSIP 6, L2: "The local board and administration conduct school system business in an ethical, legal, and transparent manner."

MSIP 6, B to L2: "The local board adopts and adheres to its policy on legal and professional ethics for school board members."

A list of core principles for office holders will always fall short. Instead, remembering the duties of care, loyalty and trust is simpler to keep in mind and explain. These overarching principles should drive decisions in a manner consistent with the aspirations of the MSIP 6 program.

If all members employ these principles when acting and voting, the interests of the district, as opposed to the individual, will prevail.

Board members accept the fiduciary responsibilities of holding a public office for school district governance on behalf of district residents and in accordance with the laws of Missouri and the United States.

The key principles to be observed in upholding these responsibilities are the duties of care, loyalty and public trust.

*Duty of Care* – Board members will be attentive to the responsibilities of their office including, but not limited to, those set out by law, board policy and board directive. They will act in good faith and in a reasonably prudent manner after due consideration of all provided information. Under the duty of care, board members will prepare for meetings by reading the provided information and contacting the superintendent for clarification. Board members will consider the ideas and opinions of administrators, advisors and other board members as well as any input received from district residents before casting a vote in meetings. Board members will effectively manage district assets, ensure quality staffing and resources, monitor district processes and demonstrate accountability for decisions.

*Duty of Loyalty* – Board members will place the interests of the district and its students before personal interests. In general, board members cannot use their positions of trust, confidence and inside knowledge to further their own personal interests or those of their family and friends. Board members will avoid nepotism and conflicts of interest and will take only those actions that will advance the district mission and vision.

*Duty of Public Trust* – Board members will act in a manner that builds and maintains the community's confidence that the board is acting legally, ethically, responsibly, transparently and in the best interest of the students and the taxpayers. Board members will avoid even the appearance of impropriety. The duty of public trust includes, but is not limited to, the obligation to follow the law, meaningfully engage the public, keep the public informed of board decisions and admit and correct mistakes. Board members will interact professionally with other board members, the superintendent, district staff and stakeholders.

No list can comprehensively capture all the decisions and actions required under the duties of care, loyalty and trust. However, a board member adhering to the requirements of the office will:

1. Remember that the first and greatest concern must be the educational welfare of the district's students.
2. Govern through board-adopted policies and follow board-adopted policies and directives.
3. Make every effort to attend all board meetings and arrive at meetings prepared to discuss the agenda items.
4. Avoid conflicts of interest or the appearance thereof and safeguard confidential information.
5. Recognize that the board acts only as a formally convened body and that individual board members have no independent authority to speak or act on the board's behalf unless they are designated by the board to do so.
6. Delegate board policy administration and school operations to a qualified superintendent and maintain a

productive professional relationship with the superintendent and district staff.

7. Make employment decisions based on applicant qualifications and benefits to the district rather than personal interest.

Members of the Mountain View-Birch Tree R-III School District Board of Education accept the responsibility to improve public education in the Mountain View-Birch Tree R-III School District. To that end, all board members will:

1. Remember that the first and greatest concern must be the educational welfare of all students attending the public schools.
2. Obey the laws of Missouri and the United States.
3. Recognize that individual board members have no authority to speak or act for the board.
4. Work with other board members to establish effective board policies.
5. Delegate authority for the administration of the schools to the superintendent.
6. Encourage ongoing communications between board members and stakeholders.
7. Render all decisions based on the available facts and independent judgment rather than succumbing to the influence of individuals or special interest groups.
8. Make every effort to attend all board meetings.
9. Become informed concerning the issues to be considered at each meeting.
10. Improve boardmanship by studying educational issues and by participating in in-service programs and training.
11. Support the employment of staff members based on qualifications and not as a result of influence.
12. Maintain a process of regular and systematic assessment of the educational system, in order to provide accountability for the school district.
13. Avoid conflicts of interest or the appearance thereof.
14. Refrain from using their board position for the benefit of family members, business associates or themselves.
15. Express personal opinions but, once the board has acted, accept the will of the majority.
16. Refrain from divulging confidential information presented during closed sessions, except when required by law.

**Policy BBFA: BOARD MEMBER CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 10/15/2020 | Last Reviewed Date: 10/15/2020

The Missouri Ethics Commission (MEC) requires districts to readopt a portion of BBFA every other year to avoid filling out the long form when running for election as a board member. By our records, the district has not done this since 2020.

**Instructions for submitting BBFA to the Missouri Ethics Commission**

Copy policy BBFA with the newly readopted date and the Board minutes that show the readoption.

Place the district seal on the copy of policy BBFA.

Have the Board President sign the copy of the Board minutes.

Attach the policy to the minutes and mail to:

Missouri Ethics Commission  
PO Box 1370  
Jefferson City, MO 65102

Questions may be directed to the commission at 573-751-2020 or 800-392-8660.

All directors of the Mountain View-Birch Tree R-III School District Board of Education shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their capacity as board members conflict with the mission of the district.

**Purchases Involving Federal Funds**

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

**Definitions**

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

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

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

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

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

1. Own(s) ten percent or more of any business entity; or

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

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

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

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

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

### **Employment**

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

### **Independent Contractor Services**

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

### **Businesses That Employ Board Members**

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

### **Statement of Interest**

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

### **Self-Dealing**

1. Board members may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value, whether received or not, to themselves or any third person. This includes a gift or campaign contribution made or received in relationship to or as a condition of the performance of an official act.
2. Board members shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouses or dependent children in their custody.



3. Board members will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouses or dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Board members shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
5. A board member will not attempt to directly or indirectly influence or vote on a decision when the board member knows the result of the decision may be the acceptance by the district of a service or the sale, rental or lease of property to the district and the board member, his or her spouse, dependent children in his or her custody or any business with which the board member is associated will benefit financially. If such a transaction is presented to the board, the board member will abstain and leave the room during any deliberation.

### **Gifts and Gratuities**

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

### **Use of Confidential Information**

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

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

### **Nepotism**

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

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

### **Financial Interest Statements**

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

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

#### ***Board Member Disclosure***

All school board members and candidates for school board will file the short-form version of the MEC's financial interest statement each year. This form is also known as the "Financial Disclosure Statement for Political Subdivisions." School board members and candidates will report the following transactions if they occurred during the previous calendar year. If no such transactions occurred, the board member or candidate will still file, but will mark the items as not applicable.

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

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

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

#### ***Superintendent, Chief Purchasing Officer and General Counsel Disclosure***

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

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

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

Readopted: 08/12/2004; 08/17/2006; 08/21/2008; 08/12/2010; 08/16/2012; 08/14/2014; 08/18/2016

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**Policy BDDB-2: AGENDAS**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 09/17/1998

**EXPLANATION**

MSIP 6, L2D, states that "The superintendent/chief executive officer ensures that individual requests from local board members are considered by the whole board." MSBA has modified this policy to ensure that individual board members are allowed to place items on the meeting agenda. It has always been MSBA's position that board members' requests for agenda items be honored, with the understanding that a majority of the members present at a meeting could remove the item, postpone the item indefinitely or move it to a different meeting.

MSBA has also removed the language allowing the board not to respond to agenda items added at the request of patrons. If a topic of discussion is placed on the agenda in a timely manner, the board should be prepared to discuss and take action on the item. Keep in mind that the action taken does not have to be a yes/no vote. The board action might be to refer the item to a committee, postpone action until another meeting or allow the administrative decision to stand.

MSBA has also included the requirement to allow organizations that promote human tissue, eye and organ donation to be given at least 30 minutes to present to the board. Section 170.311, RSMo., also requires the board to decide whether the information should be presented to students and parents/guardians, and the manner in which the information should be presented. As to the manner in which the material is presented, the board should rely heavily on input from the administrative team. Finally, the law allows students to opt out of instruction on eye, tissue and organ donation based on "a sincerely held religious or emotional belief which is contrary to such instruction."

***(Board Uses a Consent Agenda)***

The superintendent, in consultation with the board president, shall prepare a tentative agenda for each board meeting. The board shall include the agenda for an open meeting in the public notice of such meetings. The tentative agenda must be prepared by the superintendent, in consultation with the board president, and shall be included in the public notice of such meetings. The meeting in a manner that complies with law and reasonably informs the public of the matters to be considered. The superintendent or designee will provide the agenda to the board with supplemental materials necessary for the meeting.

Any member of the board may request that items be placed on the agenda by notifying the board president or the superintendent at least five days prior to the meeting. The tentative agenda, related materials and minutes of the previous meeting shall be mailed to each member at least four days prior to the stated meeting. The agenda items will be included on the tentative agenda unless the board recently discussed the same issue, the board president decides that they should be reserved for a future meeting, or the member agrees otherwise.

The agenda for each meeting of the board shall be adopted or modified by motion of a majority of those board members present. Once the agenda is approved, it shall require a vote of a majority of the board members present to make additional modifications at the meeting may vote to remove or move an agenda item. Items will not be added to the agenda at the meeting except in accordance with law. However, a board member may make a motion to add an item to a future meeting and, if passed, that item will be included on the agenda for that meeting.

Any patron or group of patrons desiring Residents who wish to be included on the agenda for the purpose of addressing the board shall make a request to the superintendent five days prior to the regular board meeting in accordance with policy BDDH. The request shall be submitted in writing, and shall provide sufficient detail to explain fully the issue(s) to be discussed. The board reserves the right to limit the number of and speaking time of spokespersons appearing before the board. Unless unusual circumstances dictate otherwise, the board will not make a decision on an issue(s) presented by an individual or group during that particular meeting. The board reserves the right to waive formalities in emergency situations, within the limitations of state statutes.

The superintendent shall cause a sufficient number of copies of the tentative agenda to be prepared and distributed to persons in attendance at the board meeting.

**Consent Agenda**

To use time within the board meetings more efficiently, the school board also utilizes a consent agenda

whenever appropriate. Items placed on the cConsent agenda items are routine in nature or are among the many decisions that the board has already determined are in the domain of the administration.

When the consent agenda is presented to the board for action, the board president will provide the opportunity for any board member of the board to request a discussion or removal of any item on the agenda. Any Agenda items requested to be removed for removal from the consent agenda by a board member will be placed on the regular agenda. If a board member requests that a consent agenda item be entirely removed from the agenda entirely, a majority of the members present must approve the request depending upon the request of the member and the board's agreement. The board will then vote on and pass or deny the rRemaining items on the consent agenda are then voted on and passed or denied by a single motion. The minutes of the board meeting shall include the outcome of the vote and a list of all the items which that appeared on the consent agenda.

### **Presentations about Organ Donation**

In accordance with law, if a state or nationally recognized program or organization that provides unbiased information on organ, eye and tissue donation requests to be on the agenda for the purpose of presenting information about such donations, the board will grant the request and schedule at least 30 minutes for the presentation.

After the presentation, the board will consider the information and decide whether to present such information to students and parents/guardians and the manner in which the information shall be presented.

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**Policy BDDF-1: VOTING METHOD**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 03/18/2014

**EXPLANATION  
(Version 1)**

MSBA has modified this policy based on questions from our member districts about changing a vote, recording abstentions and how many votes are necessary for a motion to pass.

All motions and votes will be recorded in the minutes. Minimally, the number of members voting in the affirmative and in the negative on any question shall be recorded in the minutes unless a roll call vote is required by law. When a member abstains from voting, such abstention shall not be counted as a vote either for or against the proposal, but shall be entered in the minutes as an abstention. The president may vote on all questions.

Any member, upon request, may submit a written explanation of his or her vote that will be attached to the minutes or stored with the minutes. Any member Members may also change his or her their votes up to the time the result of the vote is announced. Votes may not be changed after the result of the vote has been announced.

A motion shall pass if a majority of those board members present vote in favor of the motion, provided that a quorum is present voting (not abstaining) cast a vote in favor of the motion, unless otherwise prescribed by law or policy. An affirmative vote of the majority of the whole board is required to enter into a contract, employ a person, approve a bill or issue a warrant.

### Voting in Open Session

Voting in open session must be conducted in a manner that allows the public attending the meeting to observe how each person member voted and in a manner that allows the board secretary to accurately discern and record the number of persons members voting for or against the motion as well as the persons members abstaining from voting on the motion.

The board may decide to vote by roll call in open session. If a roll call vote is taken, the minutes will include a record of how each individual board member voted. When an open public vote is not to be taken by roll call, any member may request that the board be polled on any issue requiring a vote. When voting to adjourn to closed session, the specific reason for closing the meeting must be announced publicly by reference to a specific section of the law, and the vote must be taken by roll call.

In the event a motion is made to close a meeting, record or vote and a board member believes that the motion, if passed, would violate the Missouri Sunshine Law, the board member may state his or her an objection to the motion before or at the time the vote is taken. The board secretary will enter the objection in the minutes. Once the objection has been made the board member shall be allowed to fully participate in the meeting, record or vote even if it is closed over the member's objection. If the board member voted against the motion to close the meeting, record or vote, the recorded objection and the vote is an absolute defense to any claim filed against the board member pursuant to the Missouri Sunshine Law.

### Voting in Closed Session

All votes taken in closed session shall be taken by roll call, including the vote to adjourn. The minutes will reflect how each individual board member voted or that the board member abstained.

### Voting Electronically

The board will allow members to participate electronically in meetings where other board members are physically present, and the board may hold meetings where all board members participate electronically. The participation may occur by telephone, videoconference or other electronic means. Board members may not simply vote electronically, but must be connected with the meeting throughout the discussion of business and must be able to both hear and participate in the discussion. If a board member electronically joins the meeting after an item of business has been opened, the remotely located member shall not participate until the next item of business is opened.

In accordance with law, board members who participate in a meeting by videoconferencing may discuss and vote on issues in both open and closed sessions, regardless of the method by which the vote is taken. Board members

participating electronically by other means, such as by telephone, may discuss issues and vote as long as the vote is not made by roll call. Board members participating electronically using methods other than videoconferencing may not cast roll call votes, regardless of whether those votes occur in open or closed session, unless a district emergency exists and a quorum of the board is physically present at the meeting. If such an emergency exists, the nature of the district emergency shall be stated in the minutes.

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**Policy BDDH-1: PUBLIC PARTICIPATION AT BOARD MEETINGS**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 11/17/2011

**EXPLANATION**

MSBA has modified this policy in accordance with Senate Bill 681 (2022). The changes to the Agenda Items section are part of the community engagement policy the board must create with input from the community. MSBA has included the required statutory language, but the district must still seek input from the community.

Section 162.058, RSMo., requires the community engagement policy to include a process by which district residents can place items on board meeting agendas. The following components are required:

1. Agenda items must be directly related to the governance or operation of the district.
2. Residents may be required to meet with the superintendent before the item will be placed on the agenda.
3. The board may establish rules, such as limiting the number of speakers or the time allotted for presentation and discussion.

The board may refuse or delay adding an agenda item if the same or a substantially similar item was on the agenda in the previous three months; if the person requesting the agenda item has previously violated district rules regarding conduct at meetings or on district property; or there are more than three resident-initiated items already on the agenda.

The Agenda Items section of this policy states that residents must submit a request to add an agenda item "at least five days prior to the meeting." This timeframe is set by statute. The district is free to reduce the number of days' notice, but not increase it.

**Public Comment**

Given the new legislative mandate to allow residents to request agenda items, MSBA encourages districts to reconsider policies that allow for public comments by residents or patrons who do not use the agenda item process. Public comment is usually a time for meeting attendees to speak on items without advance notice to the board or the administration. It is best practice to first have the administrative staff hear, investigate and address concerns prior to those items being brought before the board.

This version of the policy includes this type of public comment. MSBA has taken the liberty of revising this section of the policy as well. If your district decides to continue to use this practice in addition to the agenda item requirement, please review the language carefully to ensure it reflects the district's practices. If you would like to consider the policy without public comment, contact your policy editor.

***(Districts Designating a Public Comment Period)***

The school board is acutely aware that board members are elected to serve the public, and the board seeks to conduct its business transparently. The district encourages the public to attend open school board meetings and other public meetings in person and, when available, virtually. In addition, there are some instances where members of the public may be provided the opportunity to speak at a school board meeting. As an extension of policy KC, Community Engagement, the board has created the following options for receiving input from students, employees and community members.

**Grievance Policies and Procedures**

The district has established several policies and procedures to assist students, parents/guardians, staff and the public in bringing concerns or grievances to the district. The board encourages the public to utilize these policies and procedures before bringing concerns to the board and may refer the public to these processes prior to taking action.

These policies include, but are not limited to:

AC, Prohibition against Illegal Discrimination, Harassment and Retaliation

ACA, Sexual Harassment under Title IX

DA, Fiscal Responsibility

GBM, Staff Grievances

IGBCA, Programs for Homeless Students

IGBE, Students in Foster Care

JGD, Student Suspension and Expulsion

KL, Public Concerns and Complaints

KLA, Concerns and Complaints Regarding Federal Programs

KLB, Public Questions, Comments or Concerns Regarding District Instructional/Media/Library Materials

There are additional legal processes created by law to address concerns about accommodating students with disabilities or concerns about a student's special education program.

## Agenda Items

In accordance with law and the district's community engagement policy, district residents may place items on the agenda of a regularly scheduled board meeting as outlined in this policy. The agenda items must be directly related to the governance or operation of the district. The board will not hear resident-initiated agenda items at meetings other than the board's regularly scheduled meeting unless the board president grants an exception.

Residents who wish to place an item on the agenda must first meet with the superintendent or designee to attempt to resolve the issue unless the superintendent or designee waives such a meeting. The meeting will take place within 20 business days of the superintendent or designee receiving a written request to meet. If the superintendent or designee waives the meeting or does not meet with the resident within 20 business days, or if the resident is not satisfied with the meeting's outcome, the resident may submit a written request to the board secretary to add the item to the board agenda.

The board secretary will include the item on the next regularly scheduled board meeting's agenda, subject to the rules listed below, if the resident submits the request to the board secretary at least five days prior to the meeting. Otherwise, the board secretary will place the item on the agenda for the subsequent regularly scheduled meeting.

## Rules

1. The board may move an agenda item to a different meeting with the consent of the resident.
2. The board may refuse to hear or delay hearing an agenda item if:
  - The board has heard an identical or substantially similar agenda item in the previous three calendar months; or
  - The resident has previously violated district rules regarding conduct at meetings or on district property.
3. The board may delay the hearing of a requested item if more than three resident-initiated agenda items are scheduled for the same meeting. The delayed agenda item will be moved to the next regularly scheduled meeting. If a resident's item is delayed for this reason, the resident will be provided an alternate method of communication with the board, such as submitting written comments.
4. The board president will make the decision on whether to delay or refuse an agenda item and will communicate that decision to the resident and the other board members. Board members who disagree with the decision may communicate their concern to the board president, request that the agenda item be added, request that a special meeting be called, or make a motion at a meeting for the item to be included on a future meeting's agenda.
5. The board will place the agenda item in open or closed session in accordance with law and district policy.



6. The superintendent or designee may invite district staff or other relevant persons to be present during the discussion of the agenda item to address the item and answer questions.
7. The board will allow the resident five minutes to present their issue to the board unless the board president allots more time to the discussion.
8. Only resident(s) who met with or requested to meet with the superintendent or designee will be allowed to speak during this time.
9. If more than one resident seeks to speak on the same item at the same meeting, the board president, at their discretion, will determine the total time that will be devoted to the item and how the time will be shared between the residents. The board president will encourage residents to appoint a spokesperson or communicate their concerns through other means. If the board must limit the number of speakers, it will assign priority based on the order in which the requests were received.
10. Board members may ask the resident questions, seek additional information from the superintendent or designee, or otherwise discuss the topic.
11. The board may allow a resident additional time to speak upon the motion and vote of the board.
12. Any board member who wishes to devote more time to an agenda item may request that the item be put on the agenda for another meeting, which will be voted on by the board.
13. The board may discuss the public business content of presented agenda items but is not required to decide any matter of public business or formulate any public policy as a result of the discussion.

To provide for full and open communication between the public and the board of education, the board authorizes the following avenues for the exchange of information, ideas and opinions:

### **Grievance through Established Policy and Procedure**

Students, employees and any members of the public are encouraged to utilize established policies and procedures for offering suggestions or addressing concerns and complaints prior to bringing the issue before the board. The board believes that many issues can be resolved by communication with teachers, administrators and other staff and may refuse to address an issue if the individual presenting it has not first attempted to resolve the matter through established procedures and policies.

### **Written Correspondence**

Written correspondence may be directed to the board, through the superintendent, for consideration at a meeting. Copies of all correspondence directed to the board will be made available to all board members. Statements of two pages or less are encouraged.

### **Agenda Items**

Any member of the public who wishes to have an item placed on the agenda will present the request in writing to the superintendent or designee. The request must be submitted pursuant to board policy and received five business days prior to the scheduled meeting. The item will then be appropriately placed on the agenda. The board reserves the right to impose reasonable restrictions on the number of items to be considered, the number of spokespersons and the speaking time of spokespersons appearing before the board. If the meeting agenda is full, the board reserves the right to reschedule an item for the next regular meeting. The board may refuse to address an issue that has not gone through the appropriate grievance procedure. The board reserves the right to waive formalities in emergency situations, within the limitations of the law.

### **Public Hearings**

From time to time, the board will schedule a public hearing to receive input on matters of community concern to the community, such as setting the district's tax rate. The public district will be provided notice of such these hearings as required by law and as determined necessary to inform the public.

### **Public Comment**

The board encourages residents to utilize the process for placing items on the agenda but will also specifically designated time will be set aside for district residents to provide public comments at regular meetings of the board of education. The following rules will be applied apply to the public comment portion of the meeting:

1. The board will establish a time limit for the public comment period.
  2. No individual will be permitted to speak more than once during this period.
  3. The individual must reside in the district or be a landowner in of the district.
  4. The board will establish a uniform time limit for each speaker.
  5. Discussion will be limited to Only items from the posted agenda may be discussed.
  6. All speakers must provide their name and address prior to speaking.
  7. If there is insufficient time for everyone to speak, the board will encourage participants to submit their questions in writing or utilize the process for putting an item on the agenda.
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**Policy BDDL: RELEASE OF INFORMATION**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 09/16/2004

**EXPLANATION**

MSBA has clarified that the focus of this policy is district records.

MSBA has moved the details of complying with a records request to an administrative procedure. The district's staff responds to records requests, and most of this language is simply a recitation of the law. This policy has been revised to clarify that the district's custodian of records will answer these requests as required by law.

MSBA has added an optional section addressing school board member access to district records. MSBA commonly receives questions about board member access to district records, so we have taken the opportunity to clarify the issue.

The district believes that local control of public education is best served when the district patrons of the district and other members of the public have access to the meetings, records and votes of the board of education.

In limited situations, important considerations of public policy require meetings of the board, including any record or vote, to be closed to the public. Meetings, records and votes shall be closed to the public to the extent allowed by law. district records. The district will make its public records available for inspection and copying upon a request made to the custodian of records unless those records are authorized to be closed in accordance with law. The following provisions shall govern the release of information concerning the meetings, records and votes of the board:

**Custodian of Records**

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

Superintendent Secretary  
Central Office  
(417) 934-2021, ext. 4

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

The custodian of records is responsible for overseeing the retention and storage of the district's records and responding to requests for district records as required by law. District staff will direct requests for records to the custodian of records, whose identity will be made available on request and will be advertised as the superintendent or designee determines is appropriate.

**2. The custodian of records shall:**

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

- Give a detailed explanation of the cause for delay and the place and earliest time and date the record will be available if access is not granted immediately.

- If access is denied, upon request provide a written statement of specific statutory grounds for such denial no later than the third business day following the date that the request for the record is received. 3. Except as otherwise provided by law, the custodian of records shall provide access to, and upon request furnish copies of, public records subject to the following:

- If records are requested in a certain format, the custodian of records will provide the records in the requested format if such format is available.

- The district may charge fees for copying, duplicating time and research time. Copying fees shall not exceed ten cents per page for a paper copy not larger than nine by 14 inches. The hourly fee for duplicating time will not exceed the average hourly rate of pay for clerical staff of the district. Research time required for fulfilling records requests may be charged at the actual cost of the research time. The district will produce the copies using the employees that result in the lowest amount of charges for search, research and duplication time.

- Fees for providing access to computer records, recorded tapes, disks, videotapes, films, pictures, maps, slide graphics, illustrations or similar audio or visual items shall include only the cost of copies, staff time and the cost of the disk, tape or other medium used for the duplication. Charges for staff time will not exceed the average hourly rate of pay for staff of the district required for making copies and programming, if necessary. Fees may include the actual costs of programming if programming is required beyond the customary and usual level to comply with a request for records or information.

- Payment of copy fees may be requested prior to copying. The person requesting the records may request an estimate of the cost prior to copying.

- Copies may be furnished free or at a reduced rate if the board determines that it is in the public interest because it is likely to contribute to public understanding of the operations or activities of the district and is not primarily based on commercial interests.

- The custodian of records shall inform the district staff of the mandated retention schedules from the Secretary of State's office and will work closely with district technology staff on the retention of computer records.

- Once the district has been served with a summons, petition, complaint, counterclaim or cross-claim in a civil action to enforce the Sunshine Law, the custodian of records shall not transfer custody, alter, destroy or otherwise dispose of the public record sought to be inspected and examined until the court directs otherwise, regardless of the applicability of an exemption or the assertion that the requested record is not a public record.

## **External Electronic Messages**

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

## **Board Member Access**

An individual school board member does not have greater access to district records than any other member of the public unless the board has authorized or the district has provided access to the board member in relation to their board service. The board may vote to direct the administration to release records to the board as a whole or to an individual board member.

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**Board Policy Manual  
Mtn View-Birch Tree R-III**

**Policy DBB: FISCAL YEAR**

Status: DRAFT

Original Adopted Date: 12/16/1993

**EXPLANATION**

Districts should RESCIND this policy. MSBA has integrated the language of this policy into policy DB, Budget, which is also included in this update.

The fiscal year is defined as beginning annually on the first day of July and ending on the thirtieth day of June following.

The district treasurer shall not draw any check or issue any order for payment that is in excess of the income and unencumbered revenue of the school district for the fiscal year beginning on the first day of July and ending on the thirtieth day of June following.

**Policy IND: CEREMONIES AND OBSERVANCES**

Status: DRAFT

Original Adopted Date: 12/16/1993 | Last Revised Date: 02/16/2017

**EXPLANATION**

This policy was updated to comply with Senate Bill 681 (2022), which designated the second week of April as "Holocaust Education Week." Districts are required to provide a week of age-appropriate instruction to students in sixth through twelfth grades. The week of instruction is not required to be in April and can be determined by the district. The instruction will be based on a curriculum framework provided by DESE. Pilot districts have adopted the curriculum this year. All districts must participate by the 2025-26 school year. Each participating school district must provide a plan of professional development for teachers.

The board of education recognizes the value of district-sponsored programs and ceremonies during school hours and at other appropriate times. Recognizing achievement and talent encourages further learning. District-sponsored programs, ceremonies and observances also provide an opportunity to involve the community in public education.

**Programs, Ceremonies and Observances**

1. The flag of the United States of America will be prominently displayed, either on the outside of the building or upon a pole erected in the school yard, at every school in the district during school hours.
2. Pursuant to state law, the Pledge of Allegiance will be recited in at least one scheduled class of every student no less than once per school day. However, in accordance with law, no student will be required to participate in the recitation.
3. The text of the Bill of Rights of the U.S. Constitution will be displayed in all school buildings in a conspicuous and legible manner.
4. Teachers and students should observe the following days with the appropriate exercises, as required by law:
  - Bird Appreciation Day (March 21)
  - Prisoners of War Remembrance Day (April 9)
  - Holocaust Education Week (the second week of April or another week designated by the district)
  - Patriots Day (April 19)
  - Constitution Day and Citizenship Day (September 17, or the preceding or following week if this date falls on a weekend or holiday)
  - Missouri Day (the third Wednesday of October)
  - Pearl Harbor Remembrance Day (December 7)
5. The district may observe the following days and months, as recommended in state statute:
  - Missouri Lifelong Learning Month (February)
  - Math, Engineering, Technology and Science Week (the first week of March)
  - Arbor Day (the first Friday in April)
  - Jefferson Day (April 13)
  - Emancipation Day (June 19)
  - Emergency Services Day (September 11)
  - POW/MIA Recognition Day (the third Friday of September)

- Disability History and Awareness Month (October)

- Bill of Rights Day (December 15)

6. The district may host a diploma ceremony on or around Veterans Day for any veteran receiving an honorary diploma from the Department of Elementary and Secondary Education (DESE) pursuant to "Operation Recognition."
7. Each school in the district shall, prior to any scheduled Veterans Day observance, conduct programs and activities that convey the meaning and significance of Veterans Day. Veterans Day observances will be held as closely as possible to November 11, and the duration of activities and programs that lead up to such an observance shall be the equivalent of at least one class period.

The superintendent or designee will create administrative procedures addressing how ceremonies and observances will be conducted.

### **Religious Content in Programs and Ceremonies**

The schools of the district, as well as all employees of the district as governmental officials, are required by law to remain neutral and refrain from endorsing any particular religious belief. However, this policy should not be interpreted to preclude the factual and objective teaching about religions, religious holidays and religious differences.

In particular, music, art, literature and drama with religious themes and programs involving religious themes will be permitted if presented in an objective manner without sectarian indoctrination. Religious content included in any student performance or ceremony will be selected on the basis of independent educational merit.

To the extent required by law, district employees or officials shall not lead attendees of a district-sponsored event in prayer or any other religious ritual, nor shall they direct, whether implicitly or explicitly, a student to lead attendees in a prayer or any other religious ritual. However, this policy shall not be used to deny any student, employee or district official any personal legal right of expression.

**Policy JFGA: INTERVIEWS WITH OR REMOVAL OF STUDENTS**

Status: DRAFT

Original Adopted Date: 10/15/2020

**EXPLANATION**

MSBA has revised this policy to clarify that the policy's purpose is to protect students in situations where outside entities seek to interview students at school.

**Purpose**

The purpose of this policy is to set rules for entities other than district employees who request to interview students at school. This policy does not apply to the day-to-day conversations between students and district employees. Such conversations will be conducted in accordance with board policy governing communications between students and staff, board policy governing parent and family involvement, and state and federal law.

**District Personnel Discussions with Students**

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

**School Resource Officers (SROs)**

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

**Crimes Committed on District Property or at District Activities**

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

**Law Enforcement Interviews**

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

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

1. The law enforcement official has presented an applicable warrant or court order authorizing the official to take custody of the student or interview the student.
2. Consent for the interview is provided by the parent/guardian or the student if the student is 18 or older and is otherwise competent to consent.
3. Exigent circumstances exist that school officials consider sufficient to justify the interview. Exigent circumstances are sufficient if the law enforcement officials demonstrate that delaying the interview may pose a danger to the health or safety of the student, other students, district employees or others.

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

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



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

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

### **Children's Division (CD) Interviews**

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

### **Guardian Ad Litem and Court-Appointed Special Advocate Interviews**

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

### **Student Records Access**

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

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**Policy JHG: REPORTING AND INVESTIGATING CHILD ABUSE AND NEGLECT**

Status: DRAFT

Original Adopted Date: 03/07/1994 | Last Revised Date: 09/17/2020

**EXPLANATION**

Senate Bill 681 made several changes to the statutes pertaining to school district investigations of child abuse. Now all allegations of child abuse must go through the Children's Division (CD), including allegations of use of corporal punishment. Previously, school districts could investigate corporal punishment complaints.

Previously, districts were required to make an immediate report to the CD if a student reported sexual misconduct by a district employee, even if reasonable cause to suspect abuse did not exist. Now the district will instead apply the same standard to all allegations of abuse and report the student's allegation of sexual misconduct by an employee in the same manner as other allegations of abuse. If there is reasonable cause to suspect child abuse of any kind, the district must immediately report the abuse. In most cases, if a student reports abuse there IS reasonable cause to suspect it, and it must be reported. Remember that the district does not need to be certain that abuse occurred. Child abuse investigations should be conducted by the professionally trained staff at the CD.

The term "sexual misconduct" is still not defined in state statute. MSBA has defined the term in this policy and policy GBLB and has decided to add a reference to the crime of sexual contact with a student under § 566.086, RSMo.

The district and its board members and employees will take action to protect students and other children from harm including, but not limited to, abuse and neglect, and will respond immediately when discovering evidence of harm to a child. Board members and employees must cooperate fully with investigations of child abuse and neglect. The district prohibits discrimination, negative job action or retaliation against any person who in good faith reports alleged child abuse or neglect, including alleged misconduct by another district employee.

Employees failing to follow the directives of this policy or state or federal law will be subject to discipline including, but not limited to, termination, and may be subject to criminal prosecution. Board members who fail to follow this policy and applicable law may be subject to adverse action by the board and criminal prosecution.

**Definitions**

**Abuse** – Any physical injury, sexual abuse or emotional abuse inflicted on a child other than by accidental means by those responsible for the child's care, custody and control or by any other person, except that discipline including spanking, administered in a reasonable manner accordance with law, shall not be construed as abuse. Physical injury, sexual abuse and emotional abuse are defined by the Children's Division (CD) of the Department of Social Services in 13 C.S.R. 35-31.010.

**Child** – Any person under 18 years of age.

**Mandated Reporter** – Employees, officials, school board members and others with care, custody and control of children in the district.

**Neglect** – The failure to provide, by those responsible for the care, custody and control of the child, the proper or necessary support, education as required by law, nutrition or medical, surgical or any other care necessary for the child's well-being.

**Sexual Misconduct** – Engaging in any conduct with a student, on or off district property, that constitutes the crime of sexual misconduct involving a child under § 566.083, RSMo.; sexual contact with a student under § 566.086, RSMo.; illegal sexual harassment as defined in policy AC, as determined by the district; or child abuse involving sexual behavior, as determined by the Children's Division (CD) of the Department of Social Services.

**Those Responsible for the Care, Custody and Control of the Child** – Includes, but is not limited to, any person exercising supervision over a child for any part of a 24-hour day and school personnel, contractors and volunteers who establish a relationship with a student through the school or through school-related activities, even if the alleged abuse or neglect occurred outside school hours or off school grounds.

**Public School District Liaison**

The superintendent shall designate a specific person or persons to serve as the public school district liaison(s) and forward that information to the local division office of the CD. The liaison(s) shall develop protocols in conjunction with the chief investigator of the local division office to ensure information regarding the status of a child abuse or neglect investigation is shared with appropriate school personnel.

The liaison(s) will also serve on multidisciplinary teams used in providing protective or preventive social services along with law enforcement, the juvenile officer, the juvenile court and other agencies, both public and private.

## **Training**

### ***For Board Members***

Board members will participate in training on identifying signs of sexual abuse in children and danger signals of abusive relationships between children and adults as required by law.

### ***For Employees***

The superintendent or designee shall implement annual training necessary to assist staff members in identifying possible instances of child abuse and neglect, including annual updates regarding any changes in the law. Such training shall:

1. Provide current and reliable information on identifying signs of sexual abuse in children and danger signals of potentially abusive relationships between children and adults.
2. Emphasize how to establish an atmosphere of trust so that students feel that their school has concerned adults with whom they feel comfortable discussing matters related to abuse.
3. Emphasize that all mandatory reporters shall, upon finding reasonable cause, directly and immediately report suspected child abuse or neglect. These reports must be made even if the person suspected of abusing the child is another mandated reporter, such as another school employee.
4. Emphasize that no supervisor or administrator may impede or inhibit any reporting under state law.
5. Emphasize that no person making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report.

### ***For Students***

In accordance with policy IGAEB, the district will provide trauma-informed, developmentally appropriate training to students in grades 6–12 on identifying and reporting sexual abuse.

## **Reporting Child Abuse and Neglect**

The board of education requires mandated reporters to comply with the state child abuse and neglect laws. Mandated reporters acting in their official capacities who know or have reasonable cause to suspect that a child has been subjected to abuse or neglect or is being subjected to conditions or circumstances that would reasonably result in abuse or neglect must directly and immediately make a report to the CD, including any report of excessive absences that may indicate educational neglect. No internal investigation shall be initiated until such a report has been made, and even then the investigation may be limited by law if the report involves sexual misconduct by a school employee.

Mandated reporters who make such reports to the CD must notify the school principal or designee that a report has been made. The principal or designee will notify the superintendent or designee and the district liaison(s) about the report. The school principal or designee may also notify law enforcement or the juvenile office when appropriate. Mandated reporters who have reason to believe that a victim of abuse or neglect is a resident of another state or was injured as a result of an act that occurred in another state may make a report to the child protection agency with the authority to receive such reports, pursuant to law, in the other state in addition to notifying the Missouri CD pursuant to this policy.

The reporting requirements are individual, and no supervisor or administrator may impede or inhibit any reporting under this section. Employees who make a report in accordance with law shall not be subject to any sanction,

including any adverse employment action, for making such a report. Further, the superintendent and other district administrators shall ensure that employees mandated by law to make a report have immediate and unrestricted access to the communication technology necessary to make an immediate report. Employees shall also be temporarily relieved of other work duties for the time required to make a mandated report.

#### ***Reporting Allegations of Sexual Misconduct by a School Employee***

The district takes all allegations of sexual misconduct seriously, regardless of the source. However, an allegation of sexual misconduct by a school employee is particularly serious. In accordance with law, if a student reports alleged sexual misconduct on the part of a school district employee to an employee of this district, the employee who receives the report and the superintendent shall immediately report the allegation to the CD as set forth in law, regardless of whether the employee or superintendent has reasonable cause to suspect abuse.

The CD will investigate all allegations of sexual misconduct involving district employees. The district may investigate the allegations for the purpose of making employment decisions.

### **Investigating Child Abuse and Neglect**

In general, the CD investigates reports of child abuse and neglect. However, state statute requires the district to initially investigate allegations of child abuse by district employees in situations other than sexual misconduct to ensure that the allegations are not made for the purpose of harassing district staff.

When the CD receives a child abuse report alleging that an employee of the district has abused a student, the CD will notify in situations other than those involving sexual misconduct, the report shall be immediately referred to the superintendent (or the president of the school board in situations concerning the superintendent), who will conduct an initial investigation. If the initial investigation determines that the report relates to a spanking by a certificated district employee or the use of reasonable physical force against a student for the protection of persons or property by any district personnel administered pursuant to district policy, or if it is determined that the sole purpose of the report is to harass a district employee, the report will be investigated as detailed below in accordance with law. All other reports of any nature will be immediately returned to the CD for investigation.

#### ***Harassment, Spanking or Protection of Persons or Property by District Staff***

If a report to the CD relates to a spanking by a certificated district employee or the use of reasonable physical force against a student for the protection of persons or property by any district personnel administered pursuant to district policy, or if it is determined that the sole purpose of the report is to harass a district employee, the superintendent, board president or a designee of either will notify law enforcement of the county in which the alleged incident occurred. The district will jointly investigate the matter with the law enforcement officer. The superintendent, board president and their designees are authorized to contact and utilize the district's attorney to assist in the investigation.

Once the investigation is concluded, the law enforcement officer and the investigating district personnel will issue separate reports of their findings, no later than seven days after the district receives notice of the allegation from the CD. The reports must contain a statement of conclusion as to whether the preponderance of evidence supports a finding that the alleged incident of child abuse is substantiated or unsubstantiated. The board will consider the separate reports and will issue its findings and conclusions, if any, within seven days after receiving the last of the two reports. The findings and conclusions will be made as required by state law and will be sent to the CD.

#### ***Referral to the Office of Child Advocate for Children's Protection and Services***

If the CD determines that a report of child abuse or neglect is unsubstantiated, the district or a district employee may request that the report be referred to the Office of Child Advocate for Children's Protection and Services for additional review.

### **Information from the Children's Division**

In accordance with law, as mandated reporters district employees reporting child abuse and neglect are entitled upon request to information on the general disposition of a report of child abuse or neglect and may receive findings and information concerning the case at the discretion of the CD. The CD will also notify the district when a student is under judicial custody or when a case is active regarding a student.

Any information received from the CD will be kept strictly confidential in accordance with law and will be shared only with district employees who need to know the information to appropriately supervise the student or for

intervention and counseling purposes. All written information received by any public school district liaison or the district shall be subject to the provisions of the Family Educational Rights and Privacy Act (FERPA). Information received from the CD will not be included in the student's permanent record.

### **Immunity**

In accordance with law, any person who in good faith reports child abuse or neglect; cooperates with the CD or any law enforcement agency, juvenile office, court, or child-protective service agency of this or any other state in reporting or investigating child abuse or neglect; or participates in any judicial proceeding resulting from the report will be immune from civil or criminal liability.

Any person who is not an employee of the district and who in good faith reports to a district employee a case of alleged child abuse by any district employee will be immune from civil or criminal liability for making such a report or for participating in any judicial proceedings resulting from the report.

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BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF MOUNTAIN VIEW, MISSOURI AND THE MOUNTAIN VIEW BIRCH TREE R-III SCHOOL DISTRICT

WHEREAS, the City Council of the City of Mountain View, Missouri desires to enter into a Ground Lease Agreement with the Mountain View Birch Tree R-III School District; and

WHEREAS, the City Council of the City of Mountain View, Missouri deems it wise and necessary to pass this Resolution authorizing this Ground Lease Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW, MISSOURI AS FOLLOWS:

Section 1: That the City Council of the City of Mountain View, Missouri, does authorize a Ground Lease Agreement by and between the City of Mountain View and the Mountain View Birch Tree R-III School District, a copy of which is attached to this Resolution, and authorizes either the mayor to execute the Ground Lease Agreement on behalf of the City of Mountain View.

Section 2: That this Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF OCTOBER, 2023.

CITY OF MOUNTAIN VIEW, MISSOURI

BY: \_\_\_\_\_  
JOHN KRASUSKI, MAYOR

ATTEST:

\_\_\_\_\_  
SARA CHOWNING, CITY CLERK

## GROUND LEASE AGREEMENT

THIS AGREEMENT, referred to as the "Lease", is entered into this \_\_\_\_ day of September, 2023, by and between the Mountain View Birch Tree R-III School District, 502 N Elm Street, Mountain View, MO 65548, referred to as "Tenant", and the City of Mountain View, Missouri, a municipal corporation, 126 North Oak Street, Mountain View MO 65548, referred to as "Landlord".

### ARTICLE 1 - DEFINITIONS

1.1 **Definitions.** For purposes of this Lease, the following terms shall have the meaning ascribed for each term set forth below:

(a) "Leased Premises" shall mean that certain parcel of real estate located in Mountain View, Howell County, Missouri, commonly known as Herb Henry Baseball Field together with all rights, easements and privileges appurtenant to the Leased Premises and subject to customary easements that will not interfere with Tenant's use of the Leased Premises.

(b) "Term" shall mean a period of time covering twenty (20) years; commencing on the date of this Lease and ending December 31, 2043.

### ARTICLE 2 - GRANT, USE, PUBLIC USE, AND POSSESSION

2.1 **Grant.** In consideration of the rents, covenants and agreements on the part of Tenant to be paid, observed and performed, Landlord does lease and demise to Tenant the Leased Premises, to have and to hold the same for the full Term.

2.2 **Use of the Leased Premises.** Tenant may use the Leased Premises only for the operation of a baseball complex, including such activities as are related to the activities of Tenant and the conduct of its business.

2.3 **Public Use.** Tenant shall allow public use of the Leased Premises subject to the provisions contained within this lease. Public use shall only apply to the baseball field, no structures, buildings, supplies, signage, or equipment shall be used by the public unless prior written permission is granted by Tenant. Tenant shall reserve the right to close the Leased Premises from public use for events, maintenance, improvements, and any other general use deemed necessary by Tenant. Landlord shall not grant the use of the Leased Premises to any other individual, entity, group, club, or organization without obtaining the express written permission of Tenant prior to such use. Landlord shall be responsible for all public use, and shall be liable for any injury, damage, or destruction caused on or to the Leased Premises, or any equipment, supplies, structures, upgrades, signage, or property belonging to Tenant and located on the Leased Premises, when the Leased Premises is open for public use.

2.4 **Possession.** Landlord and Tenant acknowledge that Tenant shall take possession of the premises after the signing of this lease, and after meeting certain provisions contained within this

lease.

### ARTICLE 3 - RENT

3.1 **Rent.** Tenant shall pay Landlord as rent for the Leased Premises the total amount of One Dollar (\$1.00) upon the signing of this agreement which shall cover the full lease term, the receipt of which shall be acknowledged by Landlord.

### ARTICLE 4 – TAXES

4.1 **Real Estate Taxes.** Throughout the Term, Tenant shall pay, on or before the due date, all real estate taxes levied or assessed against the Leased Premises.

4.2 **Special Assessments.** In the event any special assessments are levied against the Leased Premises for the cost of or for a portion of the cost of construction of any public improvements benefiting the Leased Premises by the city of Mountain View, Missouri, or any other governmental entity, Tenant shall make monthly payments by way of reimbursement to Landlord with the payments being based upon the useful life of the capital improvement, provided that such assessments are both levied and payable during the continuance of this lease. To the extent that such special assessments are payable in installments extending beyond the termination or cancellation of this Lease, Tenant shall be required to pay only those installments that are required to be paid prior to the termination, cancellation or expiration of this Lease.

4.3 **Contests.** Tenant, at its sole cost and expense, shall have the right to contest, in good faith, by appropriate proceedings, the amount, validity and application of any property tax or special assessment. In any such contest, Tenant shall comply with all applicable statutory bonding procedures, and shall take such other measures as Landlord may reasonably require in order to protect Landlord's fee simple title to the Leased premises.

### ARTICLE 5 – CONSTRUCTION AND IMPROVEMENTS

5.1 **Construction and Improvements.** By its execution of the Lease, Landlord specifically acknowledges ownership by Tenant of its existing improvements.

5.2 **Title to Tenant Improvements.** Title to and ownership of all buildings, improvements, structures, fixtures, equipment on the Leased Premises and paid for by Tenant shall at all such times remain in and with Tenant during the Term. Landlord acknowledges and agrees that it does not acquire any right, equity, title or interest in or to any such improvements during continuance of this Lease. Landlord shall take such actions as may be necessary to ensure that Tenant's improvements remain free from any liens and encumbrances arising by, through or under Landlord. Upon termination or expiration of this Lease, all improvements made to the Leased Premises by Tenant shall become a part of the Leased Premises and title shall vest in Landlord or Landlord's successors or assigns.

5.3 **Alterations.** During the Term, Tenant shall have the right, at its sole cost and expense, to alter, remodel or reconstruct any buildings and other improvements on the Leased Premises that



Tenant reasonably deems necessary or appropriate for its use of the Leased Premises so long as such work will comply with applicable law will be architecturally and structurally sound.

5.4 **Liens.** Tenant shall not do anything resulting in Landlord's fee interest in the Leased Premises being encumbered by any mechanic's lien or claims for unpaid obligations. Tenant shall, whenever and as often as any mechanic's lien or claim for unpaid obligation is filed that purports to attach to Landlord's fee interest, and further purports to be for labor performed or material furnished to Tenant, discharge the same of record within thirty (30) days after the date of filing, or contest the same in good faith and indemnify Landlord against any loss, cost or damage resulting therefrom, including attorney fees incurred by Landlord. Notice is given that Landlord shall not be liable for any labor or materials furnished to Tenant, and that no mechanic's or other lien or claim for any such labor or materials shall attach to or affect the fee interest of Landlord in the Leased Premises.

5.5 **Signage.** Tenant shall have the right to place on and in the Leased Premises such signs as it deems necessary and proper in the conduct of its activities, so long as Tenant complies with all applicable laws, sign ordinances and municipal regulations.

5.6 **Tenant's Equipment.** Signs, equipment, furniture and other personal property of whatever kind and nature kept or installed on the Leased Premises by Tenant shall not become the property of Landlord nor a part of the realty, unless affixed to the Leased Premises, and the same may be removed by Tenant at any time, including within thirty (30) days after the termination or expiration of this Lease.

## ARTICLE 6 – MAINTENANCE OF LEASED PREMISES

6.1 **Waste or Nuisance.** Tenant shall not commit nor suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing that may disturb the quiet enjoyment of other owners or tenants of land adjoining the Leased Premises.

6.2 **Maintenance by Tenant.** Tenant shall keep and maintain the Leased premises in good order, condition and repair, normal wear and tear and acts of God and other casualties excepted. Tenant shall mow the grass and otherwise maintain any area located between the Leased Premises and any public streets.

6.3 **Surrender of Leased Premises.** At the expiration of the Term, Tenant shall surrender the Leased Premises in as good a condition as received, normal wear and tear and damage by acts of God and other casualties excepted, and shall surrender all keys for the Leased Premises to Landlord. Tenant may remove all its fixtures and alterations as provided in Section 5.6 before surrendering the Leased premises.

## ARTICLE 7 – INDEMNITIES

7.1 **Indemnity by Tenant.** Tenant shall defend, indemnify and hold harmless Landlord from and against any loss, cost, including attorney's fees, claim, damage, liability and expense, including any expense for remediation of environmental contamination to the Leased Premises,

where such loss, cost, claim, damage, liability, expense or contamination results from or arises out of the occupancy and use of the Leased Premises by Tenant, its employees, agents or contractors, except any such loss, cost claim, damage, liability, expense or contamination that results from or arises out of the negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors.

**7.2 Indemnity by Landlord.** Landlord shall defend, indemnify and hold harmless Tenant from and against any loss, cost, including attorney's fees, claim, damage, liability and expense that results from or arises out of Landlord's ownership of the Leased Premises, including those arising from public use of the Leased Premises, except any such loss, cost, claim, damage, liability or expense that results from or arises out of the negligence or willful misconduct of Tenant or Tenant's employees, agents or contractors.

## ARTICLE 8 – INSURANCE

**8.1 Liability Coverage.** Tenant, at its sole cost and expense, shall include the Leased Premises on its general liability insurance coverage during the Term, with Landlord listed as an additional named insured. Tenant must maintain Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis. Tenant shall provide certificates of insurance to Landlord from time to time on request, evidencing that liability coverage is in force and effect.

**8.2 Casualty Coverage.** Tenant at its sole cost and expense, shall obtain and keep in force during the continuance of this Lease a "replacement cost policy" covering any loss or damage to the Lease Premises, excepting the value of foundations and excavations, below grade improvements and land improvements, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk), and having such deductibles as Tenant reasonably determines appropriate.

**8.3 Public Use Coverage.** Landlord, at its sole cost and expense, shall be responsible for maintaining insurance coverage in adequate amounts to cover any claims arising as a result of public use of the Leased Premises. Landlord understands and agrees that Tenant shall not be responsible or liable for any claims arising from public use of the Leased Premises, and hereby indemnifies Tenant from any such public use claims.

## ARTICLE 9 – UTILITIES

**9.1 Utility Charges.** Tenant shall be solely responsible for and shall promptly pay all charges for heat, water, gas electricity and any other utility used or consumed in or upon the Leased Premises by Tenant, and for all tap-on fees required in connecting any utilities. Any utility charges accrued as a result of public use of the Leased Premises shall not be the responsibility of Tenant, and shall instead be the responsibility of Landlord.

## ARTICLE 10 – ASSIGNMENT AND SUBLETTING

**10.1 Assignment and Assumption.** Tenant may not assign this Lease.

## ARTICLE 11 – REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 **By Landlord.** Landlord represents, warrants and covenants to Tenant as follows:

- (a) That Landlord is lawfully seized in fee of the Leased premises; that the Leased Premises are not subject to any liens, easements, covenants, restrictions or encumbrances that are not of record in the chain of title to the Leased Premises, and that Landlord has the full right, power and authority to lease the Leased Premises as provided in this Lease;
- (b) That Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Landlord;
- (c) That Landlord is duly organized and in good standing under the laws of Missouri, is duly qualified to do business in Missouri, and has all power and authority necessary to enter into and carry out the provisions of this Lease;
- (d) That Landlord has no knowledge of any pending or threatened litigation, claim, investigation or condemnation against, relating to or affecting the Leased Premises, or Tenant's rights under this Agreement;
- (e) That Landlord shall comply with all laws, rules, regulations, ordinances and orders, federal, state and local, that relate to or may affect the Leased Premises or Tenant's rights.

11.2 **By Tenant.** Tenant represents, warrants and covenants to Landlord as follows:

- (a) That Tenant is a duly organized, validly existing organization and has all authority and power necessary to enter into and carry out the provisions of this Lease;
- (b) That Tenant will not allow the Premises to be contaminated with any hazardous material during the Term of this Lease;
- (c) At Tenant's expense, Tenant shall comply with all laws, rules, regulations, ordinances and orders, federal, state and local, that relate to or may affect Tenant's use and occupancy of the Leased premises or Landlord's rights.

11.3 **Hazardous Material.** For purposes of the Lease, "Hazardous Material" shall mean and include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, or any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, or relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as are now or any time in effect and applicable to the Leased Premises.

## ARTICLE 12 – DAMAGE TO OR DESTRUCTION OF LEASED PREMISES

**12.1 Damage Resulting in Termination.** If the improvements on the Leased Premises are damaged, destroyed or rendered unfit for Tenant's use by fire or other cause, Tenant shall have the right at its sole option to terminate this Lease effective as of the date of such loss or damage by giving to Landlord, within sixty (60) days after the happening of such loss or damage, written notice of such termination. If such notice is given, this Lease shall terminate and Tenant, at Tenant's expense, shall without delay return the Leased Premises to the same or better condition as before any improvements made by Tenant to the Leased Premises. All insurance proceeds, if any, resulting from the destruction or damage of the improvements made by Tenant shall belong to Tenant

**12.2 Damage Resulting in Repair.** If the improvements on the Leased Premises are damaged, destroyed or rendered unfit for Tenant's use by fire or other cause, Tenant shall have the right at its sole option to continue with this Lease and promptly repair the improvements located on the Leased Premises at Tenant's expense.

### ARTICLE 13 – DEFAULT AND REMEDIES

**13.1 Events of Default.** Each of the following occurrences shall constitute an "Event of Default" under the terms of this Lease:

(a) If Tenant or Landlord fails to perform any of the terms, conditions or covenants of the Lease within thirty (30) days following receipt of written notice from the other party specifying the nature of such failure (or if the nature of such failure is such that it cannot reasonably be cured or corrected within thirty (30) days, the party receiving such notice fails to diligently commence the cure or correction within the thirty (30) day period, and fails to diligently prosecute the curing or correction until completed).

**13.2 Remedies.** If an Event of Default occurs, then the party not in default may exercise any and all of the following remedies:

(a) If Tenant causes an Event of Default, Landlord shall first give written notice to Tenant pursuant to Paragraph 13.1 (a) above. If the Event of Default is not corrected with the time provided in Paragraph 13.1 (a) above, Landlord may cancel and terminate this Lease by first giving sixty (60) days written notice to Tenant of such election, in which event the improvements on the Leased Premises shall become the property of Landlord.

(b) Landlord and Tenant may exercise all other available rights and remedies at law or in equity, including recovering from the party causing an Event of Default all costs, including reasonable attorney's fees, incurred in enforcing this Lease.

### ARTICLE 14 – MISCELLANEOUS

**14.1 Waiver.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition.

14.2 **Entire Agreement.** This Lease and the attached Exhibits set forth all the covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both.

14.3 **No Partnership.** Landlord does not in any way for any purpose become a partner of Tenant in the conduct of its business or otherwise, or a joint adventurer or a member of a joint enterprise with Tenant.

14.4 **Notices.** Any notice, demand, request or other instrument that may be required to be given under this lease shall be in writing and delivered in person, sent by United States Certified or Registered mail, postage pre-paid, return receipt requested, or via a nationally recognized courier service that obtains an acknowledgment of receipt, and shall be addressed as follows: (a) if to Landlord, at the address set forth in the heading of this Lease or at such other address as Landlord may designate by notice given in accordance with this Section 14.4, and (b) if to Tenant, at the Leased Premises and at the address set forth in the heading of this Lease or at such other address as Tenant may designate by notice given in accordance with this Section 14.4.

14.5 **Captions and Section Numbers.** The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease, nor in any way define, limit, construe or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.

14.6 **Partial Invalidity.** If any term, covenant or condition of this Lease or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Lease, or the application of such term covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected; and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.7 **Recording.** Either party may record this Lease without the prior written consent of the other. At the request of either party, the parties agree to join in the execution and delivery of a "Memorandum" of this Lease for the purposes of recordation. The Memorandum shall describe the parties, the Leased premises, the Term, and shall incorporate this Lease by reference.

14.8 **Choice of Law.** This Lease shall be interpreted according to and governed by the laws of the state of Missouri and venue for any legal proceedings shall be in Howell County, Missouri.

17.9 **Binding Effect.** This Ground Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

Landlord and Tenant have executed and delivered, or have caused their authorized representatives to execute and deliver this Ground Lease Agreement effective as of the date first written above.

LANDLORD

City of Mountain View, Missouri,  
a Missouri municipal corporation

By: \_\_\_\_\_  
John Krasuski, Mayor

Attest:

\_\_\_\_\_  
Sara Chowning, City Clerk

TENANT

Mountain View Birch Tree R-III School District

By: \_\_\_\_\_  
Ryan Chowning, Assistant Superintendent

By: \_\_\_\_\_  
Lanna Tharp, Superintendent

By: \_\_\_\_\_  
Board of Education President