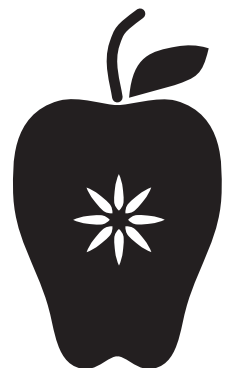

Voluntary
Interdistrict
Choice
Corporation
(VICC)

Board Policies





VOLUNTARY INTERDISTRICT CHOICE CORPORATION BOARD POLICIES

POLICY	PAGE		APPROVED
BED.BP	5	EXECUTIVE MEETING RECORDS AND VOTES	4/21/99
BEEA.BP	9	NOTIFICATION	3/22/99
BEEB.BP	11	AGENDA	4/21/99
BEEC.BP	13	MINUTES OF MEETINGS	2/8/02
BEED.BP	15	POLICY REVIEW, ADOPTION AND IMPLEMENTATION	2/8/02
BEEH.BP	17	PUBLIC PARTICIPATION	3/22/99
DFA.BP	19	INVESTMENT OF FUNDS	7/8/99
EEA.BP	23	TRANSPORTATION SERVICES POLICY	10/8/99
	25	EEA.G - ADMINISTRATIVE GUIDELINES FOR TRANSPORTATION SERVICES	
	27	EEA.G2 - SAFE HAVEN AGREEMENT	12/14/01
	29	EEA.G3 - PARENTAL TRANSPORTATION AGREEMENT	12/14/01
	31	GUIDELINES & PROCEDURES FAMILY MEMBERS RIDING BUSES	12/23/99
	33	GUIDELINES & PROCEDURES STUDENTS RIDING WITH OTHER STUDENTS	12/23/99
EEAE.BP	35	TRESPASS ON A SCHOOL BUS	4/6/01
GBA.BP	37	EQUAL OPPORTUNITY EMPLOYMENT	9/10/99
GCSP.BP	39	VICC STAFF SEVERANCE PAY PLAN	6/17/05
JCA.BP	41	STUDENT ELIGIBILITY	5/5/99
	43	JCA.G - BEHAVIOR GUIDELINES TO DETERMINE STUDENT ELIGIBILITY	6/14/99
	45	JCA.G2 - RESIDENCY GUIDELINES TO DETERMINE STUDENT ELIGIBILITY	11/17/99
	47	CITY-COUNTY STATEMENT OF PARENT, GUARDIAN AND STUDENT REGARDING RESIDENCY, SUPPORT AND PARENTAL RIGHTS	
	49	COUNTY-CITY STATEMENT OF PARENT, GUARDIAN AND STUDENT REGARDING RESIDENCY, SUPPORT AND PARENTAL RIGHTS	
	51	INTERNAL PROCEDURES - APPEAL OF STUDENT BEHAVIOR/DISCIPLINE ISSUES	
JFA.BP	53	STUDENT ASSIGNMENT	3/25/99
	57	PROCEDURES FOR ASSIGNMENT OF NEW STUDENTS	11/9/99
	59	JFA.G - APPEALS PROCEDURE FOR STUDENT ASSIGNMENTS	6/3/99

	61	APPEALS PROCEDURE FOR STUDENT ASSIGNMENTS UNDER POLICY JFA.BP	8/9/99
	62	APPEALS PROCEDURE - REQUEST TO CHANGE STUDENT ASSIGNMENT	8/9/99
	63	JFA.G2 - BEHAVIOR GUIDELINES FOR OUT-OF-AREA STUDENT PLACEMENTS	12/14/01
	67	JFA.G3 - STUDENT ASSIGNMENTS FOR ELIGIBLE STUDENTS WHO MOVE OUT OF AREA	12/14/01
	69	JFA.G4 - STUDENT ASSIGNMENTS FOR OUT-OF-AREA HOMELESS STUDENTS	8/13/08
	71	JFA.G5 - POLICIES FOR HIGH SCHOOL STUDENTS WITH FOURTH YEAR GRANDFATHERED TRANSPORTATION	12/14/01
	73	COUNTY-TO-COUNTY TRANSFER GUIDELINES	
JFCJ.BP	75	WEAPONS/FIREARMS	10/10/03
JJIC.BP	77	STUDENT TRANSFER ATHLETIC ELIGIBILITY	7/8/99
	79	JJIC.G - GUIDELINES FOR STUDENT TRANSFER ATHLETIC ELIGIBILITY	7/8/99
JRA.BP	81	STUDENT INFORMATION/RECORDS	2/11/00

7/5/05

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
EXECUTIVE MEETING RECORDS AND VOTES

Executive meetings of the Board are meeting or portions of meetings that are closed to the public. Executive meetings may be called only to deal with business authorized to be conducted in closed session by the Open Meeting Law. (Section 610.010, RSMo. et. seq.)

The Board of Directors shall give notice of the time, date, and place of each closed meeting, record or vote, and the tentative agenda, in a manner reasonably designed to advise the public of the matters to be considered. The notice shall list the reason for holding the closed session by reference to a specific exemption allowed under Section 610.021, RSMo., those exemptions being set out in Items 1 through 15 below. Reasonable notice shall include posting the notice in a prominent place, which is easily accessible to the public. Such notice shall be posted at least twenty-four hours prior to the commencement of the closed meeting unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. When it is necessary to hold a closed meeting on less than twenty-four hours notice, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes of the public meeting where the closed session is authorized.

Unless otherwise determined by the Board of Directors, any meeting, record or vote pertaining to the following subjects shall be considered a closed meeting, closed record, or closed vote:

1. Legal actions, causes of action, or litigation involving the corporation and any confidential or privileged communications between the corporation or its representatives and its attorneys. However, any minutes or vote relating to litigation involving the corporation shall be made public upon final disposition of the matter voted upon. Legal work product shall be considered a closed record;
2. Leasing, purchase, or sale of real estate by the corporation where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes or vote or public record approving a contract relating to the leasing, purchase, or sale of real estate shall be made public upon execution of the lease, purchase, or sale of the real estate;
3. Hiring, firing, disciplining, or promoting of particular employees by the corporation when personal information about the employee is discussed or recorded. However, any vote on a final decision to hire, fire, promote, or discipline an employee must be made available to the public within seventy-two hours of the close of the meeting where such actions occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;
4. The state militia or National Guard or any part thereof;

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5. Nonjudicial mental or physical health proceedings involving identifiable persons including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;
 6. Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; however, personally identifiable student records maintained shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years;
 7. Welfare cases of identifiable individuals;
 8. Preparation, including any discussions or work product on behalf of the corporation or its representatives for negotiations with employee groups;
 9. Software codes for electronic data processing and documentation thereof;
 10. Specifications for competitive bidding until either the specifications are officially approved by the corporation or the specifications are published for bid;
 11. Sealed bids and related documents until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;
 12. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment;
 13. Records which are protected from disclosure by law;
 14. Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;
 15. Confidential and privileged communications between the corporation and its auditor, including auditor work product.

Before any meeting, record, or vote may be closed, the Board of Directors shall vote in an open meeting on the question of making the meeting, record, or vote closed and such question shall receive an affirmative public vote of a proportional majority of the Board. The vote of each member on the question of holding the closed meeting, record, or vote (by reference to a specific reason under Items 1 through 15 above) shall be announced publicly at the open session and entered into the minutes thereof.

The Board shall not discuss any business during a closed meeting, record, or vote which does not directly relate to the specific reason announced as justification for closed meeting, record, or vote. Any votes taken during a closed meeting shall be taken by roll call. If a subsequent open session is scheduled following the closed session, the board should close only that portion of the meeting facility necessary to house the closed session, and members of the public shall be allowed to remain in the facility so that they may attend the open session.

Minutes and other records pertaining to executive meetings are considered closed records. The public vote authorizing the holding of a closed meeting shall, unless otherwise specified in the motion being voted upon, automatically authorize the minutes and other records pertaining to said closed meeting to also be closed.

The intent of this policy is to confirm to the provisions of the Open Meetings Law, Section 610.010. RSMo., et. seq. Whenever a discrepancy exists between those statutory provisions and these policies, the statute shall govern.

SUPERSEDES:

POLICY ADOPTED ON: April 21, 1999

LEGAL REFERENCE: Settlement Agreement-Agreement Among Participating School Districts, Paragraph 3.
And Sections 610.010 through 610.028 RSMo.

CROSS REFERENCE:

BED_BP_MtgRecord



VOLUNTARY INTERDISTRICT CHOICE CORPORATION

NOTIFICATION

The Board of Directors shall give or cause to be given notice of the time, date and place of each meeting, and its tentative agenda in a manner reasonably designed to apprise the public of that information.

Notice shall be posted in a prominent place which is easily accessible to the public at least twenty-four (24) hours (excluding weekends and holidays when the facility is closed) prior to the commencement of any meeting of the Board unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonable possible shall be given.

SUPERSEDES:

POLICY ADOPTED ON: March 22, 1999

LEGAL REFERENCE: Settlement Agreement - Agreement Among Participating Districts,
Paragraph G.3.

CROSS REFERENCE:



VOLUNTARY INTERDISTRICT CHOICE CORPORATION**AGENDA**

The Chief Executive Officer and the Board of Directors President shall cooperatively develop each agenda for each regular, special or proposed closed meeting. The tentative agenda for regular meetings shall be distributed to members of the Board for review prior to the meeting and shall be included in any public notice of such meetings. Board members may make suggestions for additions, modifications and/or changes to the tentative agenda.

The agenda and background information shall be distributed to members of the Board prior to the meeting. The agenda for each meeting of the Board of Directors shall be adopted or modified through the consensus vote of a proportional majority of Board members present. Once the agenda is approved, a proportional majority vote of the Board members present is required in order to remove, add or modify an agenda item. Supplemental information may be forwarded to the Board after the initial agenda and materials are sent prior to the meeting day. Except for emergencies, Board members and staff should refrain from distributing materials to be studied and needed for decision making immediately prior to or during the meeting.

Copies of the agenda and supporting materials not otherwise protected by law as privileged or as a closed record will be made available to the public at open Board meetings.

Structure of Agenda

Items on the regular meeting agenda requiring action will be divided into two categories designated consent and regular. All consent items are approved by the Board as a single action. Regular action items are acted upon individually and require a separate formal motion for approval.

The agenda for closed sessions shall be on a separate document; however, the motion to close a meeting must be voted on during a public meeting and must also include the reasons for closing the meeting with references to the specific topics under the provision of Section 610.021, RSMo. as valid grounds for a closed meeting session.

SUPERSEDES:

POLICY ADOPTED ON: April 21, 1999

LAST REVISION DATE: December 14, 2001

LEGAL REFERENCE: (610.021, RSMo)

CROSS REFERENCE:

BEEB_BP_Agenda



VOLUNTARY INTERDISTRICT CHOICE CORPORATION

MINUTES OF MEETINGS

Open Session Minutes

Minutes of the Board of Directors meetings shall be available to the public for inspection at the Voluntary Interdistrict Choice Corporation office, at reasonable hours. The minutes will at a minimum include the date, time, place, members present, members absent, and a record of any votes taken.

Closed Session Minutes

Separate minutes shall be recorded and maintained for executive sessions. The Board members and others in attendance are honor-bound not to disclose the details or discussions or minutes of the executive session.

SUPERSEDES:

POLICY ADOPTED ON: February 8, 2002

LAST REVISION DATE:

LEGAL REFERENCE:

CROSS REFERENCE:

BEEC_BP_Minutes



VOLUNTARY INTERDISTRICT CHOICE CORPORATION
POLICY REVIEW, ADOPTION AND IMPLEMENTATION

The Board of Directors shall review and adopt written policies to ensure consistency and legality of Board action and administrative decisions. At any meeting of the Board of Directors, policies governing the student transfer program may be enacted, amended or repealed by a majority vote. Except for situations where there exists an urgent need to implement a policy, a new or revised policy will not be formally approved and adopted by the Board without having been first read/reviewed at a previous Board meeting.

The formal adoption of policies shall be recorded in the minutes of the Board of Directors. Only those written statements so adopted and so recorded shall be regarded as official Board policy.

The CEO is assigned the responsibility for insuring that all Board policies, rules and regulations are implemented. The Board of Directors authorizes the CEO to develop administrative guidelines in order to implement Board policy.

SUPERSEDES:

POLICY ADOPTED ON: February 8, 2002

LAST REVISION DATE:

LEGAL REFERENCE:

CROSS REFERENCE:

BEED_BP_ReviewAdoptImpl

VOLUNTARY INTERDISTRICT CHOICE CORPORATION**PUBLIC PARTICIPATION**

All regular meetings of the Board of Directors shall be open to the public. The Board of Directors encourages interested parties to make known their thoughts and concerns during the citizen statements section of Board meetings.

A standard item of its order of business at each regular Board meeting will be to provide a period for statements from citizens ("Citizen Statements"). During Citizen Statements, any meeting attendee may make a statement or address the Board. Each citizen shall be allotted up to five minutes for his/her statement. This time period may be increased or decreased at the discretion of the President of the Board.

The Board or the Chief Executive Officer may seek additional information or clarification from the citizen addressing the Board. At the discretion of the Board, the citizen statement portion of a meeting may be limited to a total of thirty (30) minutes. Also at the Board's discretion, the Board, the Chief Executive Officer or other staff may respond during the meeting to an issue raised in a statement.

In order to provide an opportunity for all citizens to make statements to the Board, citizens shall indicate in writing their interest in addressing the Board prior to the beginning of the Board meeting. Citizens shall identify the subject matter that they will address. A register shall provided by the Board for attendees to sign in for such purposes. Citizens are also encouraged to provide the Board either with a copy of their statement or a short written description of the topic they will address. Sign-in will be open at least thirty (30) minutes prior to each regular Board meeting. Citizens will speak in the order in which they have signed in. At the discretion of the President of the Board, citizens who have not signed in beforehand may be allowed to speak and will be asked to complete the sign-in register upon finishing their statement.

All attendees speaking during Citizen Statements shall first state their name, address and group, if any, they represent. The President of the Board may open discussion to interested citizens at any time.

Although the public has the right to attend regular meetings of the Board of Directors, no individual or group has the right to enter into the deliberations of the Board after the Citizen Statements portion of the meeting.

SUPERSEDES:

POLICY ADOPTED ON: March 22, 1999

LEGAL REFERENCE: Settlement Agreement - Agreement Among Participating Districts, Paragraph G.3.

CROSS REFERENCE:

BEEH_BP_PublicPart



VOLUNTARY INTERDISTRICT CHOICE CORPORATION

INVESTMENT OF FUNDS

The VICC recognizes that to exert sound fiscal management over the assets of the Corporation, funds not needed to meet current cash flow should be invested in an appropriate manner. Although the Corporation is technically not a school district, investment of these funds will be made only in those instruments authorized by and in a method conforming with applicable state law for school districts. Investment decisions shall be based on the following criteria:

1. Safety of Principal,
2. Liquidity of Funds, and
3. Return on Investment

I. The VICC may invest in any of the following:

A. Certificates of Deposit (CDs)

1. CDs may only be from FDIC insured institutions. Investment in CDs shall be collateralized in the manner provided by law in an amount equal to the funds on deposit less insurance coverage provided by the FDIC. The market value of the collateral must be maintained for the duration of the certificate.

2. Acceptable collateral is that specified in Section 30.270 R.S.Mo., as follows:

- a) Bonds or other obligations of the United States;
- b) Bonds or other obligations of the state of Missouri including revenue bonds issued by state agencies or by state authorities created by legislative enactment;
- c) Bonds of any city in Missouri having a population of not less than two thousand;
- d) Bonds of any county in Missouri;
- e) Approved registered bonds of any school district situated in Missouri;
- f) Approved registered bonds of any special road district in Missouri;
- g) State bonds of any state;
- h) Notes, bonds, debentures or other similar obligations issued by the federal land banks, federal intermediate credit banks, or banks for cooperatives or any other obligations issued pursuant to the provisions of an act of the Congress of the United States known as the Farm Credit Act of 1971, and acts amendatory thereto;
- i) Bonds of the federal home loan banks;
- j) Any bonds or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof;
- k) Bonds of any political subdivision established under the provisions of Section 30, Article VI, of the Constitution of Missouri; and
- l) Tax anticipation notes issued by any county of class one.

-
- m) A surety bond issued by an insurance company licensed under the laws of Missouri whose claims-paying ability is rated in the highest category by at least one nationally recognized statistical rating agency. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond.
 - n) An irrevocable standby letter of credit issued by a Federal Home Loan Bank possessing the highest rating issued by at least one nationally recognized statistical rating agency.

B. Government Securities

No investment shall be made which matures beyond the date that the funds are needed by the VICC. Government securities acceptable for investment of funds shall include the following:

1. Bonds, redeemable at maturity at par, of the state of Missouri, of the United States, or any wholly owned corporation of the United States. Bonds may be of any maturity provided the maturity does not extend beyond the date that the funds are needed for the purpose of which they were received by the VICC; and
2. Direct obligations of the United States Treasury, which include Treasury Bills, Treasury Notes and Treasury Bonds.
3. United States Agency Securities - Obligations issued or guaranteed by any agency or any wholly owned corporation of the United States Government.

C. Repurchase Agreements

1. Repurchase agreements (REPOs) used for the investment of funds must mature within 90 days of purchase and be secured by acceptable collateral consistent with section I.1.B of this policy.

II. Diversification

A. The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

1. US treasuries and securities having principal and/or interest guaranteed by the US government - 100%
2. Collateralized time and demand deposits (including CD's) - 100%
3. US Government agencies, and government sponsored enterprises - No more than 60%
4. Collateralized repurchase agreements - 50%

-
- III. Maximum Maturities - All investments shall mature and become payable not more than 5 years from the date of purchase.
 - IV. All earnings accruing from the investments of funds shall be credited to the general operating fund of VICC except for that earned by endowments or other funds specifically restricted by their source.
 - V. Administrative guidelines may be developed to implement this policy.

SUPERSEDES:

POLICY ADOPTED ON: July 8, 1999

LEGAL REFERENCE:

CROSS REFERENCE: R.S.Mo. Section 165.051, R.S.Mo. Section 165.110
R.S.Mo. Section 165.243, R.S.Mo. Section 165.24

DFA_BP_Investment

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
TRANSPORTATION SERVICES POLICY

Provision of safe, efficient and effective transportation is essential to the success of the voluntary student transfer program. It is, therefore, the intent of the Board of Directors, through implementation of this policy and related guidelines, to comply with all State statutes and with all provisions of the 1999 Settlement Agreement regarding transportation services.

Although VICC anticipates contracting with private carriers for transportation services, it reserves the right to provide any portion of all of such services directly by itself, through public transportation, through public, private or parochial school districts or through any other means it deems to be appropriate and cost effective. The Board of Directors must approve any contractor/organization providing such transportation services.

Transportation services will be provided to students to and from participating schools within their assigned attendance areas with an appropriate transition period allowed for existing students in their current districts as of July 1, 1999. Transportation may also be provided outside of attendance areas for students assigned to alternative educational programs during the regular school day by their host district. Transportation to be provided includes service at the beginning/end of each school day and for such other supplemental/special programs as may be approved by VICC. Parents/guardians of student transfers may also be transported at VICC's discretion.

Transportation services will be provided and accounted for in a manner to insure State aid is received for any aspects that are eligible/allowable under State law unless a more cost effective alternative is available.

Vocational education transportation for transfer students will be provided for the initial six years of the 1999 Settlement Agreement (through June 30, 2005), after which time transportation services for such program may be continued at VICC's discretion.

Administrative guidelines will be developed to implement this policy.

SUPERSEDES:

POLICY ADOPTED ON: October 8, 1999

LEGAL REFERENCE: 1999 Settlement Agreement
R.S.Mo. 163.161

CROSS REFERENCE:

VOLUNTARY INTERDISTRICT CHOICE CORPORATION**ADMINISTRATIVE GUIDELINES FOR TRANSPORTATION SERVICES**

The following guidelines were developed in conjunction with the implementation of Board Policy EEA.BP for provision for transportation services to students/families participating in the voluntary student transfer program. Standard and supplemental transportation services to be provided by VICC are limited to assigned attendance areas and include:

Standard:

1. To and from school at the start/end of the regular school day;
2. Activity/athletic runs;
3. To and from required performances/contests and related required practices/rehearsals; and
4. Mid-day vocational education runs.

Supplemental: (any school-related transportation services to students, other than standard services noted above or field trips)

1. Provision of supplemental transportation by VICC will follow the same level of service as provided by districts to their own resident students. For example, if a district provides transportation at no cost for its resident students to a school-related function, VICC will provide the same service at no cost for student transfers. In any event, except for paragraph 2 as follows, special transportation for transfer students will not be provided for events/activities/programs/ functions where districts do not provide similar transportation to their own resident students.
2. VICC may provide, at its discretion, transportation to student transfers for a culminating activity such as an annual sports team or student activity banquet at the end of a season, graduation from a program, etc. Such transportation may, again at VICC's discretion, be provided both to student transfers and, if legal and possible, to their parents/guardians.

Exceptions:

Standard and supplemental transportation service will be provided only within the students' assigned attendance areas except for during the transition period for existing students in their current districts as of June 30, 1999. Exceptions may also be granted by VICC to provide transportation services outside of attendance areas and/or mid-day transportation to alternative educational programs (such as an alternative or collaborative school) during the regular school day for students assigned thereto by their host district. Such exceptions do not apply to Phase II or III SSD placements unless there is no equivalent program offered at any participating district within the assigned attendance area.

In accordance with DESE requirements, the Board of Directors shall approve all bus routes on an annual basis.

DATE OF LAST REVISION: October 8, 1999

CROSS REFERENCE: Transportation Services Policy -EEA.BP 1

EEA_G_TransServices_Guidelines 8/18/99

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
SAFE HAVEN AGREEMENT

Safe Haven location has to be within the service range of an existing transportation route going to the student's out-of-area school and is based upon bus stop availability (*which is subject to change each year in August*).

By signing this document, parent(s)/guardian(s) agree to provide transportation from their out-of-area home address into a **day care facility** or **residence** (*both hereafter called "Safe Haven"*) in the Attendance Area where the student wishes to continue enrollment. Transportation to and from school daily, as well as extracurricular/activity (including athletic) transportation will be provided from/to the Safe Haven address only. **Parent(s)/guardian(s) agree to honor the host district's right to regulate and control the time, place and manner of student arrivals and departures**, and further agree to release, indemnify, defend, save and hold harmless VICC and its agents, contractors and participating school districts from any claims or liabilities arising at or by virtue of the selection of the Safe Haven.

PLEASE NOTE: Regular school attendance is critical to your child's educational well-being. If your child's **attendance rate drops below 90%** at any point during the school year for any reason other than extended illness/injury of the child (while under a doctor's care), your child's enrollment in an out-of-area school could be reconsidered. Your inability to transport your child to the Safe Haven location in order for him/her to be transported to his/her out-of-area school would not be considered as a valid reason for an excused absence. Schools are obligated to report excessive student absences to the authorities. If your child has excessive absences, you could be charged with educational neglect.

Failure to honor this Safe Haven Agreement, could result in reconsideration of your child's enrollment in an out-of-area school and possible movement of your child by VICC to a new school paired with your residential attendance area, where transportation is provided by VICC.

Student Name: _____ DOB: _____ Grade: _____

District and School: _____

Adult Responsible: _____

Address: _____ Zip _____

Home Phone: _____ Business Phone: _____

Alternative Numbers: _____

Children in Program at This Address (If any): _____

 Signature of Safe Haven Adult
(Accepting Responsibility of Student)

 Date

 Parent's Signature
(Giving Responsibility of Student To Safe Haven Adult)

 Date

NOTE: Submitting false residency information is a Class A misdemeanor.

PLEASE RETURN ORIGINAL FORM TO VICC, PARENT RETAINS ONE COPY

NOTIFICATION FORWARDED TO CONTACT PERSON _____ BUILDING PRINCIPAL _____
 Date Date



VOLUNTARY INTERDISTRICT CHOICE CORPORATION
PARENTAL TRANSPORTATION AGREEMENT

By signing this document, parent(s)/guardian(s) agree to provide all aspects of transportation from their out-of-area home address to and from their child's existing school/district, including extracurricular/activity (including athletic) transportation. **Parent(s)/guardian(s) agree to honor the host district's right to regulate and control the time, place and manner of student arrivals and departures.**

PLEASE NOTE: Regular school attendance is critical to your child's educational well-being. If your child's **attendance rate drops below 90%** at any point during the school year for any reason other than extended illness/injury of the child (while under a doctor's care), your child's enrollment in an out-of-area school could be reconsidered. Your inability to transport your child to his/her out-of-area school would not be considered as a valid reason for an excused absence. Schools are obligated to report excessive student absences to the authorities. If your child has excessive absences, you could be charged with educational neglect.

Failure to honor this Transportation Agreement, could result in reconsideration of your child's enrollment in an out-of-area school and possible movement of your child by VICC to a new school paired with your residential attendance area, where transportation is provided by VICC.

Student Name: _____ DOB: _____ Grade: _____

District and School: _____

Parent/Guardian Responsible for Transportation: _____

Address: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Alternative Numbers: _____

Signature of Parent/Guardian _____ Date
(Accepting Responsibility for Transportation)

PLEASE RETURN ORIGINAL FORM TO VICC, PARENT RETAINS ONE COPY

VICC GENERATED: _____
Date

NOTIFICATION FORWARDED TO
CONTACT PERSON _____ BUILDING PRINCIPAL _____
Date Date



VOLUNTARY INTERDISTRICT CHOICE CORPORATION

GUIDELINES & PROCEDURES FAMILY MEMBERS RIDING BUSES

(December 23, 1999)

The VICC Transportation Department with prior approval may allow Family members to ride buses with their child. It is, of course the number one priority of this department to maintain the safety of all students involved

The following guidelines have been developed to ensure the safest, most secure program available.

- Students must be part of the voluntary transfer.
- Limited to 2 family members and space available on bus/taxi.
- Pick-up & drop-off should be the student's assigned location.
- Transportation ride along for regular Home to School/School to Home transportation is prohibited.
- The intent of this program is for special occasions (i.e. Banquets, Special Events, Graduations, etc.) not to be used on a regular basis. (i.e. Not for family member/teacher conferences, etc.)
- Transportation ride along may be provided, for one-time events consisting of culminating activity in a school related program.
- Family members would be issued a VICC bus pass from the school district to ride the route. Family members must present pass to driver to be eligible to ride. (No pass, No ride)
- The request to VICC Transportation should come from the contact person's office.
- The Contact Person is to call the VICC Transportation Department to notify them of the intent. This will allow VICC to notify the bus company and make record in the computer transportation system. (314) 721-8657
- The request with counts should be made at least five work days prior to the event. This will ensure space.
- The family member should be apprised of bus safety rules established by the school district.
- Failure by a family member to obey guidelines or jeopardize the safety of the passengers on board may result in removal from the bus and any future accommodations.

As stated earlier the priority is to the safety of the students involved. It is important to know the whereabouts of the riders, thereby, reducing the risk of lost or injured students.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION

GUIDELINES & PROCEDURES STUDENTS RIDING WITH OTHER STUDENTS

(December 23, 1999)

The VICC Transportation Department understands the importance of providing not only an appropriate learning environment but, also a social connection between the students participating in the voluntary program and resident students of the participating school districts. It is, therefore, the intent of the transportation department to allow students to ride the bus with other students with special permission. It is of course the number one priority of this department to maintain the safety/security of all students involved.

The following guidelines have been developed to ensure the safest, most secure program available.

Eligibility

- Students must be part of the voluntary transfer program and/or a resident student of the participating school district riding with a transfer student.
- Similar service is provided by participating county school district.
- This program is for regular Home to School/School to Home transportation. Due to the difficulty of scheduling transportation, to/from activities, weekends, and non-school day functions are prohibited.
- The intent of this program is for special occasions (i.e. Birthday Parties, Special Events, Sleepover, etc.) not to be used on a regular reoccurring basis. (i.e. not for baby sitting, certain days of the week, etc.)
- These special riding privileges are on a space available basis only. Space particularly limited with regard to taxi routes.
- Must have prior approval.

Process

- The school is to call the VICC Transportation Department to notify them of the intent. This will allow VICC to notify the bus company, make record in the computer transportation system and insure that space is available. (314) 721-8657
- Students would be issued a VICC bus pass from the school to ride the route. Students must present pass to driver to be eligible to ride.
- A school staff member must escort the student riding a VICC bus to the bus they will be riding. The staff member will hand an authorization note from a parent and signed by a school administrator outlining the transportation expectation to the bus.

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- The student should be apprised of bus safety rules established by the school district and be required to follow such rules.
 - The driver to document dates of transportation on the authorization note and submits to contractor's dispatcher for record keeping.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION

TRESPASS ON A SCHOOL BUS

Effective April 6, 2001

The Board of Directors, in accordance with state law, and guidelines established by the Federal Government, State of Missouri, Department of Elementary and Secondary Education, participating school districts, and policies of the VICC Board of Directors, shall provide transportation for eligible students attending participating school districts schools.

Only those students enrolled in the VICC program and who meet eligibility requirements will be permitted to use school bus transportation for the purpose of traveling to and from school.

In accordance with RSMo 569.155 (adopted August 28, 2000), access to all school buses is limited to authorized riders and staff. All staff and bus drivers shall report any instances of "trespass on a school bus" to appropriate personnel and law enforcement agencies.

Trespass on a school bus shall be defined as anyone who gains unauthorized or unlawful entry. Any VICC designated person, contractor, or school staff whose job responsibilities require him/her to be on a school bus shall be authorized and not be considered trespassing. Only with prior approval from VICC or Contractor may any parent, guardian, or general public be allowed on a bus.

SUPERSEDES:

POLICY ADOPTED ON: April 6, 2001

LEGAL REFERENCE: RSMo 569.155

CROSS REFERENCE:



VOLUNTARY INTERDISTRICT CHOICE CORPORATION
EQUAL OPPORTUNITY EMPLOYMENT

The Voluntary Interdistrict Choice Corporation (VICC) is an equal opportunity employer. VICC is committed to providing equal opportunity for all individuals in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. There shall be no unlawful discrimination against nor any preference given to any person because of race, color, religion, age, sex, national origin or disability.

VICC is required by the Immigration Reform and Control Act to employ only American citizens and aliens who are authorized to work in the United States. All decisions with regard to employment shall be in compliance with this and all other applicable state and federal laws.

SUPERSEDES:

POLICY ADOPTED ON: September 10, 1999

LEGAL REFERENCE: Immigration Reform and Control Act

CROSS REFERENCE:

GBA_BP_EqualOpp



VOLUNTARY INTERDISTRICT CHOICE CORPORATION

VICC STAFF SEVERANCE PAY PLAN

Program Description and Eligibility

VICC recognizes the value of staff continuity, dedication and experience in efficiently administering the student transfer program and in achieving its goals. Participating school districts and students both are better served by retaining quality employees for as long as possible. Because of the inherent life cycle of the student transfer program, VICC and its employees recognize the limited duration of the employment relationship. Pursuant to the terms of the statutes and legal documents under which it was created, the student transfer program is expected to gradually decline in size and ultimately cease operations completely.

As a way to compensate staff for remaining in their positions at VICC under these uncertain circumstances, regular (excludes temporary) staff members who have at least a satisfactory performance evaluation and who remain employed by VICC until VICC, in its sole discretion, determines the position can no longer be maintained, will be eligible to participate in the severance program outlined herein.

Severance Program Provisions

- I. Eligibility
 - A. Employed for at least one year at time of separation.
 - B. Have at least a satisfactory job performance evaluation.
 - C. Employed in a noncontingent, non-temporary position.
 - D. Remain at VICC until such time as VICC determines the position will be involuntarily terminated.
 - E. Execution by employee of severance agreement, if required by VICC.

- II. Unused Sick Leave Component

Staff members with unused sick leave at the time of separation will be eligible to receive compensation for the remaining balance of such leave in the amount of 10% of their daily rate for each sick day, up to a maximum of two weeks pay. This allows recognition of up to 100 days unused sick leave.

- III. Years of Service Component

In addition to the sick leave component, regular staff members (excludes contingent and temporary positions) having at least one year's service at the time of separation will be eligible for severance pay in the following amount:

YEARS OF SERVICE	AMOUNT
1-3	1 week's pay
4-7	2 week's pay
8-12	3 week's pay
13+	4 week's pay

IV. Minimums/Maximums

The amount of total severance pay (sick leave and years of service combined) by an eligible staff member shall be subject to a minimum amount of two (2) weeks and a maximum of six (6) weeks. Further, such minimum shall not be less than \$2,000 and such maximum shall not be more than \$7,000. Severance payments are not subject to employee retirement plan contributions but will be subject to applicable tax withholdings.

V. Employment Preference Component

Staff members meeting the "Eligibility" requirements described herein may, in addition to severance pay amounts, apply for openings at County districts that are still participating in the student transfer program at the time of separation from VICC. These County districts will give preferential employment consideration to VICC staff members meeting the district's educational work experience and other requirements for such job openings. Whether or not a candidate for employment meets the district's experience and job requirements will be determined in the sole discretion of the district and is not subject to appeal based on this VICC policy.

Staff members securing employment with a County district under this policy in such a time frame that no lapse in employment between VICC and the County district would be necessary will have the severance payments otherwise due hereunder reduced by half; provided, however, that such reduction will not be imposed if the staff member's County district salary is less than 80% of their VICC salary at the time of separation.

SUPERSEDES:

POLICY ADOPTED ON: June 17, 2005

LEGAL REFERENCE:

CROSS REFERENCE:

GCSP_BP_StaffSevrncPayPlan.doc

VOLUNTARY INTERDISTRICT CHOICE CORPORATION

STUDENT ELIGIBILITY

Pursuant to the provisions of the Settlement Agreement, the following standards will be used in determining eligibility of students participating or applying to participate in the transfer program.

I. City-to-County Student Eligibility

- A. Black students residing in the City of St. Louis shall be eligible to transfer voluntarily to a school and district in a participating district in their attendance area (or, if they provide their own transportation, as defined in policy JFA.BP, to a participating district outside their attendance area) in which school and district they would be in the racial minority.
- B. Kindergarten students may be limited to full-day status unless the students provide their own transportation as defined in policy JFA.BP.
- C. Black students in non-public schools in an area of the City of St. Louis who meet the criteria of I.A. above are eligible.

II. County-to-City Student Eligibility

- A. White students residing in St. Louis County who are members of the racial majority at a school in a participating district which is more than 50 percent white in its enrollment shall be eligible to transfer voluntarily to the St. Louis Public Schools, unless per the Settlement Agreement the district has elected to no longer participate in the county-to-city transfer program.
- B. White students in non-public schools in an area of St. Louis County who meet the criteria of II.A above are eligible.

III. Behavioral Standards for Eligibility

A. New Applicants

- 1. Applicants who have demonstrated disruptive behavior in a previously attended district may be prohibited from voluntary interdistrict transfer. Prior to the transfer of any applicant, the current district of attendance shall issue a statement that the transferring student is in good standing and has no record of recent disruptive behavior.
- 2. Applicants who apply for interdistrict transfer who are currently withdrawn from school will be evaluated and permitted to transfer if there is no evidence of disruptive behavior. If there is evidence of prior disruptive behavior, these students may be permitted to transfer on a provisional basis as a probationary transfer student, subject to no further disruptive behavior.

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3. Administrative guidelines shall be developed to provide common standards for determining disruptive behavior which shall include, but not be limited to, criteria under the Safe Schools Act as may hereafter be amended or revised.

B. Existing Students

1. City students applying to transfer from one county district to another county district, and county students applying to transfer to another city magnet school, will only be required to meet criteria under the Safe Schools Act as may hereafter be amended or revised.
2. Nothing in this Section III shall prohibit a receiving district from applying to transfer students, once enrolled, the same behavioral standards it applies to resident students.

IV. Special Education Students

- A. Students with disabilities may continue to participate in the voluntary pupil transfer program. Their selection shall be consistent with the procedures used to select all other students. The receiving school district shall provide students with disabilities who are selected to participate with a free appropriate public education (including receiving special education and related services consistent with their IEP).
- B. If the sending district determines that the special needs of the student can be accommodated in educational programs within the sending district, then the student may be educated within the sending district at the option of the sending district.
- C. Acceptance of new transfer students already receiving special education services in their district of residence shall be limited to space and program availability in the school assigned to the attendance area in which such student resides. Receiving districts will reasonably endeavor to accommodate such students subject to such limitations.

SUPERSEDES:

POLICY ADOPTED ON: May 5, 1999

LEGAL REFERENCE: (Settlement Agreement - Agreement Among Participating School Districts - paragraphs 4 and 22.)

CROSS REFERENCE: Student Assignment - JFA.BP

JCA_BP_Stud_Eligibility

VOLUNTARY INTERDISTRICT CHOICE CORPORATION

**BEHAVIOR GUIDELINES TO DETERMINE STUDENT ELIGIBILITY
UNDER POLICY JCA.BP**

Paragraph 4 of the 1999 Settlement Agreement - Agreement Among Participating School Districts provides that “pupils must meet the 1983 Settlement Agreement’s eligibility requirements as such requirements may hereafter be clarified or modified by unanimous consent of affected . . . districts.” As such, insofar as behavior is concerned, the 1983 Settlement Agreement provided in Paragraph 2.C. that “Students who have demonstrated disruptive behavior in their home district will be prohibited from voluntary interdistrict transfer.” That paragraph also required the home district to issue a statement that the student was in “good standing” and had no record of “recent disruptive behavior”.

The following behavior guidelines are therefore intended to reflect these requirements as well as pertinent state/federal law and the provisions of VICC Board Policy JCA.BP regarding eligibility.

- A. For new applications the following criteria and procedures will be observed:
1. Disruptive behavior is defined by the major categories of the Safe School’s Act which include the following felonies: murder, sexual assault, burglary, robbery, distribution or use of drugs, arson, property damage, possession of a weapon (on school property, including on the bus or while involved in school activities). Behaviors in these categories include:

weapons/ possession	assault/battery
weapons/use	sexual acts
drugs/influence	arson
drugs/sale	insubordination (be specific)
possession of beepers	other serious misconduct (be specified)
sexual misconduct	chronic fighting, or disruption
indecent exposure	physical contact with teacher

In addition, the criteria used by VICC in the past will be considered and they include:

 - a) Adjustment transfers within the St. Louis Public Schools
 - b) Number and nature of office referrals
 - c) Number of suspensions that year as well as the length of the suspensions and the reasons for suspension
 - d) If the transferring school indicates a student is not in good standing, the reasons for such statement are carefully reviewed. 2. Procedure to determine student eligibility based upon disruptive behavior as a factor in that decision.
 - a) Student applies to the program.
 - b) Behavior form is requested from home district.

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- c) Behavior form is sent to receiving district.
 - d) Any sign of serious behavior infractions is noted by receiving district.
 - e) Receiving district returns student behavior information and file to VICC.
 - f) VICC reviews file and behavior infractions according to criteria listed above.
 - g) VICC makes determination based upon those criteria
 - h) If not eligible student is notified by VICC and advised that if behavior improves student may be eligible at a future time.
- B. For students already enrolled in school under the student transfer program, transfers between schools will consider the Safe Schools Act criteria only, as may hereafter be amended. Any student who is in compliance with such standards shall be eligible to apply for a transfer from one participating district to another participating district.
- C. Student transfers may appeal administrative decisions made by VICC under these guidelines.
- D. Nothing in these guidelines shall prohibit a receiving district from applying to transfer students once enrolled, the same behavioral standards it applies to resident students. Students failing to meet such standards may lose eligibility to transfer.

DATE OF LATEST REVISION: June 14, 1999

CROSS REFERENCE: Student Eligibility - JCA.BP
1999 Settlement Agreement
Safe Schools Act

JCA_Behav-Guide.doc

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
RESIDENCY GUIDELINES TO DETERMINE STUDENT ELIGIBILITY
UNDER STUDENT ELIGIBILITY - JCA.BP

Paragraph 4 of the 1999 Settlement Agreement-Agreement Among Participating School Districts provides that

“the City-to-County transfer program provided for herein shall be for black students residing in the City, and the County-to-City transfer program herein shall be for white students residing in predominately white school districts in the County. . .”

It is VICC’s intent to comply with the 1999 Settlement Agreement provisions and with all applicable state and federal laws regarding student residency. As such, the following guidelines will be applied in determining residency for student eligibility purposes.

- A. Proof of residency will be required to participate in the transfer program. This proof may consist of:
 - 1. Report card from a participating St. Louis City/County public school district;
 - 2. Report card from a private or parochial school located in St. Louis City or County;
or
 - 3. Verification of residency from the sending district (e.g., Behavior Form or other document evidencing residency has been confirmed).

- B. Residency shall mean that a person both physically resides within a school district and is domiciled within that district.
 - 1. The domicile of a minor child shall be the domicile of a parent or court-appointed legal guardian.
 - 2. The domicile requirement is not applicable to situations involving orphan children, children with only one parent living and children whose parents do not contribute to their support where such children are between the ages of six and 20 years.
 - a) In such cases, the parent/guardian must complete a notarized statement (sample attached) regarding residence, support and parental rights.

- C. The residency requirement may be waived or deemed satisfied in the following cases:
 - 1. For the remainder of a school year when a student becomes homeless and is placed in a homeless shelter in the City, St. Louis County or an adjacent county in Missouri.
 - 2. For a child who is a ward of the state and has been placed in a residential care facility located in the sending district by state officials.

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3. For a child who has been placed in a residential care facility located in the sending district due to mental illness or developmental disability.
 4. For a child placed in a residential facility located in the sending district by juvenile court.
- D. Students already participating in the transfer program as of the beginning of the 1999-2000 school year are grandfathered at their current address for eligibility purposes.
- E. For purposes of eligibility guidelines only, white students shall include any non-black student. A student may declare his race one time upon application to the transfer program.
- F. VICC reserves the right to deny eligibility to a student who fails (or ceases) to qualify for full state (or other) funding to VICC as contemplated by the provisions of the 1999 Settlement Agreement.

Attachments - Statement of Parent, Guardian and Student Regarding Residency, Support, and Parental Rights (two forms, one for city-to-county and one for county-to-city)

DATE OF LATEST REVISION: November 17, 1999

CROSS REFERENCE: Student Eligibility - JCA.BP
1999 Settlement Agreement
Safe Schools Act of 1996
R.S.Mo. 167.151, subsection 2

JCA_G2_ResidencyGuide_Stud_Eligibility

**STATEMENT OF PARENT, GUARDIAN AND STUDENT
REGARDING RESIDENCY, SUPPORT, AND PARENTAL RIGHTS**

This statement is jointly made by _____ (referred to herein as "Student");
_____ (referred to herein as "Parent"); and _____
(referred to herein as "Guardian"). Student, Parent and Guardian state the following:

1. that Student is between the ages of 6 and 20 years; and
2. that Student is permanently or temporarily residing with Guardian at _____
_____, which is within the _____ School District in St. Louis County;
and
3. that Student's residence with Guardian is not for the primary purpose of attending a St.
Louis County school pursuant to the transfer program; and
4. that Student is personally unable to pay tuition to the transferee school district; and
5. (check the applicable box or boxes)
 - (a) Student is an orphan, or
 - (b) Student has only one parent living, or
 - (c) The Student's Parent(s) do(es) not contribute to the support of Student, or
 - (d) Guardian has been appointed the legal guardian of Student by a court of
competent jurisdiction. (If box 5(d) is checked, please furnish a copy of the
court order.)

Student, Parent and Guardian further state that they understand that the _____
School District (referred to herein as the "Transferee District") and the Voluntary Interdistrict Choice Cor-
poration ("VICC") are relying on the accuracy of the statements contained herein to determine the Student's
eligibility for the transfer program; that the Student's eligibility for tuition-free attendance in the Transferee
District pursuant to the transfer program may depend in part on the accuracy of the information checked
in paragraph 5, and if box 5(c) is checked, that they understand that they may by law incur legal liability if
Parent contributes to Student's support at any time during Student's attendance at the Transferee District;
and that the Transferee District's tuition for the _____ school year is \$ _____.

The parents of students have the right and the responsibility to be informed about their children's
education and to make educational decisions. Because the Student lives with Guardian instead of Parent
in this case, however, the Transferee District requests that the Parent and Guardian designate one or the
other of them as the contact person in case of emergency; as the person to whom report cards, IEP's,
bulletins, notices, and other similar materials should be sent; and as the person who will be making
educational decisions with respect to student. The person so designated by Parent and Guardian in this
instance is:

- Parent
 Guardian

The Transferee District and VICC reserve the right to release this document and any evidence
provided in support thereof to the Examination Division of the Internal Revenue Service. The Transferee
District and VICC also reserve the right to employ private investigative services to verify any information
provided in the above statement.

_____ states that he/she is the Student referred to above; that he/she has read and understood the foregoing; and that the matters set forth in the paragraphs numbered 1 through 5, above, are true.

Date: _____

STATE OF MISSOURI)
) SS
_____ OF ST. LOUIS)

_____, being duly sworn upon his/her oath, states that he/she is the Parent referred to above; that he/she has read and understood the foregoing; and that the matters set forth in the paragraphs numbered 1 through 5, above, are true.

Subscribed and sworn on before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____.

STATE OF MISSOURI)
) SS
_____ OF ST. LOUIS)

_____, being duly sworn upon his/her oath, states that he/she is the Guardian referred to above; that he/she has read and understood the foregoing; and that the matters set forth in the paragraphs numbered 1 through 5, above, are true.

Subscribed and sworn on before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____.

**STATEMENT OF PARENT, GUARDIAN AND STUDENT
REGARDING RESIDENCY, SUPPORT, AND PARENTAL RIGHTS**

This statement is jointly made by _____ (referred to herein as "Student");
_____ (referred to herein as "Parent"); and _____
(referred to herein as "Guardian"). Student, Parent and Guardian state the following:

1. that Student is between the ages of 6 and 20 years; and
2. that Student is permanently or temporarily residing with Guardian at _____
_____, which is with the _____ School District in St. Louis County;
and
3. that Student's residence with Guardian is not for the primary purpose of attending a St.
Louis City magnet school pursuant to the transfer program; and
4. that Student is personally unable to pay tuition to the transferee school district; and
5. (check the applicable box or boxes)
 - (a) Student is an orphan, or
 - (b) Student has only one parent living, or
 - (c) The Student's Parent(s) do(es) not contribute to the support of Student, or
 - (d) Guardian has been appointed the legal guardian of Student by a court of
competent jurisdiction. (If box 5(d) is checked, please furnish a copy of the
court order.)

Student, Parent and Guardian further state that they understand that the St. Louis School District (referred to herein as the "Transferee District") and the Voluntary Interdistrict Choice Corporation ("VICC") are relying on the accuracy of the statements contained herein to determine the Student's eligibility for the transfer program; that the Student's eligibility for tuition-free attendance in the Transferee District pursuant to the transfer program may depend in part on the accuracy of the information checked in paragraph 5, and if box 5(c) is checked, that they understand that they may by law incur legal liability if Parent contributes to Student's support at any time during Student's attendance at the Transferee District; and that the Transferee District's tuition for the _____ school year is \$ _____.

The parents of students have the right and the responsibility to be informed about their children's education and to make educational decisions. Because the Student lives with Guardian instead of Parent in this case, however, the Transferee District requests that the Parent and Guardian designate one or the other of them as the contact person in case of emergency; as the person to whom report cards, IEP's, bulletins, notices, and other similar materials should be sent; and as the person who will be making educational decisions with respect to student. The person so designated by Parent and Guardian in this instance is:

- Parent
 Guardian

The Transferee District and VICC reserve the right to release this document and any evidence provided in support thereof to the Examination Division of the Internal Revenue Service. The Transferee District and VICC also reserve the right to employ private investigative services to verify any information provided in the above statement.

_____ states that he/she is the Student referred to above; that he/she has read and understood the foregoing; and that the matters set forth in the paragraphs numbered 1 through 5, above, are true.

Date: _____

STATE OF MISSOURI)
) SS
_____ OF ST. LOUIS)

_____, being duly sworn upon his/her oath, states that he/she is the Parent referred to above; that he/she has read and understood the foregoing; and that the matters set forth in the paragraphs numbered 1 through 5, above, are true.

Subscribed and sworn on before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____.

STATE OF MISSOURI)
) SS
_____ OF ST. LOUIS)

_____, being duly sworn upon his/her oath, states that he/she is the Guardian referred to above; that he/she has read and understood the foregoing; and that the matters set forth in the paragraphs numbered 1 through 5, above, are true.

Subscribed and sworn on before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
INTERNAL PROCEDURE
APPEALS OF STUDENT BEHAVIOR/DISCIPLINE ISSUES
UNDER POLICY JCA.BP

The following procedures will apply to resolve individual disputes and grievances of transfer students regarding school related behavior and discipline issues:

1. Initially, the VICC staff will provide, upon request, assistance and counseling to the parties involved.
2. All efforts will be made to follow applicable procedures of the host district.
3. If a grievance has not been resolved, the matter may be referred for mediation.
4. If mediation is approved by the VICC, a mediation panel will be secured. Each participant will select one mediator and the parties will jointly select a third mediator. Any costs thereof will be borne by the respective parties for their mediator and shared equally for the jointly selected mediator.
5. All efforts shall be made to resolve the issue at this level. If a resolution is not reached, the parties to the dispute may pursue other legal remedies.



VOLUNTARY INTERDISTRICT CHOICE CORPORATION

STUDENT ASSIGNMENTS

The Board recognizes that for an effective program, transportation needs to be efficient and conducted consistent with the obligations expressed in the Settlement Agreement. Therefore, the following policies shall be observed in placing students from the City of St. Louis to participating school districts in St. Louis County under the voluntary transfer program.

- I. Assignment of Existing Students (Students currently enrolled and attending a county school)
 - A. Students who were enrolled and attending a county school prior to June 30, 1999, will be provided transportation for the initial three years of the program at their current school/district regardless of where they reside in the city.
 - B. Existing students whose residential attendance area does not match their current school/district will receive a priority placement if they choose to apply to attend a school/district in their attendance area.
 - C. After the initial three-year period, existing students whose residential attendance areas do not match their current school/district must either transfer to a school/district within their attendance area or provide their own transportation.
- II. Assignment of New Students (Applicants prior to enrollment and attendance)
 - A. New students must initially be assigned to schools available in their designated attendance areas. For students whose residency changes, they may (1) apply to transfer to a new school within their attendance area or (2) provide their own transportation.
 - B. Proof of proper attendance area residency in the City of St. Louis is required for enrollment.
 - C. New students already receiving Phase II or Phase III special education services in their previous school or who are subsequently evaluated or re-evaluated to require Phase II or Phase III special education services shall be limited to space and program availability in the schools assigned to their attendance areas.
 - D. New students who are siblings of existing students are eligible to attend schools outside of their attendance area if they provide their own transportation.
- III. All Students
 - A. For the purposes of transportation, any pick-up or drop-off point other than the home will have to be within the residential area unless the student provides his/her own transportation as defined herein.
 - B. Students who withdraw from the program for more than three months will be required to re-enroll as new students.

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- C. Students who are not present at school during the first three weeks of classes will lose their placement.
 - D. Students whose residence changes outside of their assigned area during the school year will be required to transfer to a school within their new attendance area unless they provide their own transportation.
 - E. In the future, flexible areas of attendance may be developed where needed to provide increased opportunities for student participation so long as such areas do not increase transportation costs and are approved by the Board.
 - F. An appeals procedure for student assignments will be provided for extenuating circumstances.

IV. Students providing their own transportation

- A. For the purposes of applying the Student Assignment Policy, students (new and existing) providing their own transportation to and from schools outside of their attendance area shall do so in the following manner:
 - 1. Transportation to and from school;
 - 2. Transportation to and from an existing, pre-designated bus stop in the attendance area serving the school. In such cases, parents will be required to make arrangements for a predesignated place within the normal service area of the bus stop to which the student will go in the event no one is present to pick up the student or in other emergency circumstances.
 - 3. Pedestrian access to and from an existing, predesignated bus stop outside of the attendance area provided it is within safe walking distance of the home.
 - 4. Extracurricular activity transportation for students electing to attend outside of their attendance area will follow the same guidelines, outlined in numbers 1 - 3 above.
- B. In all cases where students provide their own transportation, such transportation must be at no cost to the corporation and is subject to their host district's right to regulate and control the time, place and manner of student arrivals and departures.

V. The following Order of Priority will be observed in placing city students in participating county school districts.

- A. Existing students who do not request any change in placement.
- B. Existing students enrolled outside of assigned area who submit a request to move into assigned area by established deadline date.

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- C. Siblings of existing students enrolled and attending school in their assigned area.
 - D. Siblings of existing students who apply to attend an out of area school and provide their own transportation.
 - E. Prior year applicants not placed who return an application by the established deadline date.
 - F. New students who apply in current year in order of date received.

VI. Deadlines

- A. The corporation may establish reasonable deadlines to receive applications and transfer requests where under failure to meet such deadlines specified may result in forfeitures of priority order otherwise applicable.
- B. Transfers of students between county districts after the first day of classes will not be allowed except when residency has changed between areas or in extenuating circumstances.

SUPERSEDES:

POLICY ADOPTED ON: March 25, 1999
Revised 4/7/99

LEGAL REFERENCE: Settlement Agreement

CROSS REFERENCE:

JFA_BP_StudAssign



VOLUNTARY INTERDISTRICT CHOICE CORPORATION
PROCEDURES FOR ASSIGNMENT OF NEW STUDENTS-UNDER POLICY JFA.BP

New students must initially be assigned to schools available in their designated attendance areas. For students whose residency changes to another attendance area once assigned (whether before or after the school year begins) the following procedures will be implemented:

1. If a student can provide his/her own transportation (regular school day, extracurricular activities, etc.), that student may stay in his/her currently assigned school for the rest of the school year or beyond as long as he/she provides transportation.
2. Otherwise, the student must transfer to a school in the new zone where space is available. A student will be able to choose among districts with space available in the new attendance area but must accept the assignment offered (if there are no choices) in order to be transported and reenrolled. Some form of transportation may be provided at VICC's option during the transition period until a bus stop is available so that the student will not be out of school for a period of time.
3. Only if there is no space available in any school in the correct attendance area will the student be transported by VICC to his/her current school of attendance for the remainder of the school year. However, that student must apply to a school in the correct attendance area for the following year and will receive priority over new applicants.
4. Keeping siblings who attend the same school building together is a priority. Therefore, space availability in the correct attendance area applies to all siblings who attend the same level - i.e., elementary, middle or high.
5. A reasonable educationally appropriate transition period to a school in the new attendance area will be provided to minimize disruption:
 - ❖ Elementary/Middle - Up to a few weeks allowed to get transportation, schedule, etc. in place.
 - ❖ High - Transition period may be longer on a case-by-case basis to avoid loss of credits.
6. A letter will be sent to parents informing them of these school choice circumstances.

Revised 11/9/99

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
APPEALS PROCEDURE FOR STUDENT ASSIGNMENTS
UNDER POLICY JFA.BP

If a student's placement decision (whether within or outside of their attendance area) is not acceptable to a parent/guardian the following appeals process may be used regarding an alternative student assignment.

1. Students may appeal their district assignment if it does not match one of the attendance area choices indicated on their application or if they do not receive their request for an out-of-area placement. Such an appeal must be in writing to the VICC. The request for a change of assignment must state the reasons for the request and a rationale why the current assignment is a hardship for them.
2. The CEO or his/her designee will review this request and make a decision based upon the following criteria:
 - a) Exceptionable reasons or extenuating circumstances (distance is not an acceptable reason).
 - b) Feasibility of the request.
 - c) Does not involve any additional costs to the organization.
 - d) Does not deprive a higher priority applicant of a space.
 - e) Preserves safety of all students.
 - f) Space/program availability at the school of choice and on the bus, if applicable.
 - g) Evidence that the parent is able to provide transportation to and from school (or safe haven if the child is to be transported to/from existing a bus stop).
 - h) Child is in good standing with no record of recent disruptive behavior.
 - i) Needs and requirements of the zoning plan.
3. The parent will receive a written decision within ten days of the receipt of the request.
4. If the parent/guardian is not satisfied with the result of the decision, she/he may appeal in writing to the entire Board within 30 days. The Board may, at its discretion, review the request. If the Board chooses not to consider the appeal, the administrative level decision is final. If the Board chooses to consider the appeal, its decision will be final and cannot be appealed.
5. Both the assigned and the requested school districts will be notified in writing of an appeal before VICC renders a decision.
6. Nothing in these procedures should be construed to create greater rights than may exist under the Settlement Agreement.

DATE OF LAST REVISION: June 3, 1999

CROSS REFERENCE: Student Assignment - JFA.BP

JFA_G_App_Appeal_Guide



VOLUNTARY INTERDISTRICT CHOICE CORPORATION
APPEALS PROCEDURE FOR STUDENT ASSIGNMENTS
UNDER POLICY JFA.BP

If a student's placement decision (whether within or outside of their attendance area) is not acceptable to a parent/guardian the following appeals process may be used regarding an alternative student assignment.

1. Students may appeal their district assignment if it does not match one of the attendance area choices indicated on their application or if they do not receive their request for an out-of-area placement. An appeal form must be submitted to the VICC. The request for a change of assignment must state the reasons for the request and a rationale why the current assignment is a hardship for them.
2. The parent will receive a written decision within ten days of the receipt of the appeal form/request.
3. If the parent/guardian is not satisfied with the result of the decision, she/he may appeal in writing to the entire Board within 30 days. The Board may, at its discretion, review the request. If the Board chooses not to consider the appeal, the administrative level decision is final. If the Board chooses to consider the appeal, its decision will be final and cannot be appealed.
4. Nothing in these procedures should be construed to create greater rights than may exist under the Settlement Agreement.
5. In filing this appeal, you should be aware that:
 - a. You have the right to representation under the Settlement Agreement in filing an appeal; and
 - b. Each school district has a student transfer Parent Advisory Group that may be helpful in resolving disputes.
 - c. Both the assigned and the requested school districts will be notified in writing of an appeal before VICC renders a decision.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION**BEHAVIOR GUIDELINES FOR OUT-OF-AREA STUDENT PLACEMENTS****1. INVOLUNTARY CHANGE**

These are changes required by existing students in order to get into the proper attendance area to receive VICC-provided transportation, and applies both to those students who were out-of- area following the establishment of attendance areas subsequent to the 1999 Settlement Agreement, as well as students who become out-of-area as a result of a residential move within the City of St. Louis while enrolled in the St. Louis Student Transfer Program.

The following guidelines shall apply to students needing to make an involuntary change in school district of attendance (including students enrolled in a district with schools in more than one attendance area who choose to transfer to a different district):

- a. If the student is currently in good behavior standing, that is, having no record of a serious and/or violent Safe Schools Act violation (defined below) in a previously attended school, that student shall be considered to be eligible for transfer to a new county school/district in the student's correct attendance area.
- b. If the student is otherwise eligible for transfer but is currently serving a suspension/expulsion for conduct which would have resulted in a suspension/expulsion in the new school/district, the student shall complete the suspension/expulsion (subject to the hearing requirements of RSMo167.171.4 and the results of any such hearing) and a conference shall be held to review any remedial actions needed to prevent future occurrences of such or related conduct. The conference shall be conducted by the potential receiving school/district, and will include the parent/guardian, student and other appropriate professionals.
- c. If a student required an involuntary change has a record of serious and/or violent violations as spelled out in the Safe Schools Act (RSMo160.261.2) and, after reviewing the student's behavior records, an in-area school/district is not willing to enroll the student, that student shall be permitted to remain in his/her present school/district. In such cases, VICC will continue to provide transportation until the student graduates or the district withdraws from the program. Districts shall have the option of choosing (but are not required) to accept for involuntary transfer a student with a serious and/or violent Safe Schools Act violation.
- d. The following safe schools violations shall be classified as serious and/or violent as described in the Safe Schools Act (RSMo160.261.2), as it may hereafter be amended:
 - i. First degree murder
 - ii. Second degree murder
 - iii. Kidnaping (Class A felony only)
 - iv. First degree assault

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- v. Forcible rape
 - vi. Forcible sodomy
 - vii. Burglary in the first degree
 - viii. Burglary in the second degree
 - ix. Robbery in the first degree
 - x. Distribution of drugs
 - xi. Distribution of drugs to a minor
 - xii. Arson in the first degree
 - xiii. Voluntary manslaughter
 - xiv. Involuntary manslaughter
 - xv. Second degree assault
 - xvi. Sexual assault
 - xvii. Felonious restraint
 - xviii. Possession of a weapon
 - xix. Property damage in the first degree
 - xx. Child molestation
 - xxi. Deviate sexual assault
 - xxii. Sexual misconduct involving a child
 - xxiii. Sexual abuse
- e. Students requiring an involuntary change, who have a documented history of significant behavior issues, other than those outlined in section d., above, as evidenced by numerous out-of-school suspensions in the current and/or previous academic school year shall be eligible to make an involuntary transfer. Prior to completing the transfer of a student with this type of history, a conference shall be held to review any remedial actions needed to prevent future occurrences of such or related conduct. Conference shall be conducted by the new receiving school/district, and will include the parent/guardian, student and other appropriate professionals.
- f. The VICC C.E.O. shall oversee and make assignments for all involuntary transfers of students who have a documented history of significant behavior which results in out-of-school suspensions, as described in section e. above. The C.E.O. shall make assignments in a manner that assures that no one district receives an unfair percentage of students with these types of violations. (At the discretion of the VICC C.E.O., with input from the current school, the assignment could be to remain in the current district, with VICC-provided transportation continuing.)
- g. For purposes of this policy “numerous out-of-school suspensions” shall be defined as two or more suspensions, each of which was more than five (5) days in duration, during the current and/or previous academic school year.

2. VOLUNTARY CHANGE

These are changes requested by students wanting to change from one county district in their residential attendance area to another for various personal reasons. (Also known as county-to-county changes).

The following guidelines shall apply to students requesting a voluntary change in school/district of attendance:

- a. The same behavior guidelines that apply to a new student entering the St. Louis Student Transfer Program (as defined under Board Guidelines JCA.G, Section A., 1.) shall apply to a student requesting a voluntary change.
 - b. In the event that a student requesting a voluntary change is refused by VICC's placement office because of behavior issues, the student and/or parents/guardians have the right to appeal the decision to the VICC C.E.O., whose decision is final.
3. For any transfers made under these policies, the original county school/district shall make available to the new county school/district all applicable student records in a timely fashion, according to the provisions of the Safe Schools Act.
 4. For a student with a disability whose behavior infraction is determined to be related to his or her disability, the provisions of the Individuals with Disabilities Education Act shall prevail. In such cases, an IEP conference would be held by the appropriate IEP team, which shall include Special School District, the sending school/district and the receiving school/district, to determine appropriate placement.
 5. Nothing in these policies shall prohibit a receiving school/district from applying to transfer students, once enrolled, the same behavior standards it applies to resident students.



VOLUNTARY INTERDISTRICT CHOICE CORPORATION
STUDENT ASSIGNMENTS
FOR ELIGIBLE STUDENTS WHO MOVE OUT OF AREA
(both new and existing after 2001-2002 school year)

Students must be assigned to schools available in their designated attendance areas. For students who are in compliance with applicable behavior standards whose residency changes to another attendance area once assigned (whether before or after the school year begins) the following policies shall apply:

1. If parent/guardian/student can provide all aspects of transportation and timely executes the required agreement, the student may stay in his/her currently assigned school/district.
2. If parent/guardian/student cannot provide transportation and/or fails to timely execute the required agreement, the student must transfer to a school in the new attendance area where space is available. The student will be offered choices if more than one school/district in the new attendance area has space available; however, the student must accept the assignment offered in order to be transported to the new school and remain enrolled in the voluntary student transfer program. Some form of transportation may be provided in VICC's discretion during the transition period until the transfer can be completed. The goal is to minimize the educational disruption and time that the student would be out of school. (See # 5)
3. If there is no space available in any school in the correct attendance area, the student will be transported by VICC to his/her current school of attendance for the remainder of the school year, or until a space becomes available in the correct attendance area. Spaces shall be held in the new school/district until a logical and appropriate time for the student to complete the move. (See #5) The student's VICC counselor shall assist the family and both schools in making this determination. In the event that no space is available for a student who submits a choice card to move into a proper area in a timely fashion, transportation may be continued for an additional year at the discretion of the VICC C.E.O. If a choice card from the parent/guardian is not submitted by the deadline, the VICC shall reassign the student to a school/district in the correct attendance area for the next school year. If the student declines that placement, and parent/guardian/student cannot provide transportation to the current school/district, the student shall be dropped from the voluntary transfer program. That student is free to reapply to the program, and will be treated as a new applicant, with no special priorities given.
4. Keeping siblings who attend the same school building together is a priority. If space is available for all siblings at the same school building (or who ride the same bus), the family will be required to move those students, and the new receiving district shall make every reasonable effort to find space to accommodate the remaining siblings who attend grade levels at other school buildings (who will be treated under #3) as soon as it is possible, and with a priority for the next school year. If space for all siblings at the same building (or who

ride the same bus) is not available in the new district, the family will not be required to transfer those students for whom there is space (but may elect to do so anyway).

5. A reasonable educationally appropriate transition period (with transportation provided by VICC to the original school) to a school in the new attendance area will be provided to minimize disruption according to the following general time periods:
 - ❖ Elementary/Middle — Up to a few weeks allowed to get transportation, schedule, etc. in place.
 - ❖ High — Transition period may be longer on a case-by-case basis to avoid loss of credits.
6. A letter will be sent to parents/guardians of students who are being maintained or become out-of-area (with copies to original and new receiving district) documenting the student's situation and responsibilities in order to continue to receive transportation to attend a county school as part of the transfer program. (For example, letter will specify if student has a responsibility to complete and submit a choice card by a certain deadline date, and the consequences of failing to do so.)
7. Students who move to a new attendance area during the last grading period of a school (normally the fourth quarter) will be provided VICC transportation to their current school of attendance for the remainder of that grading period. Eligibility for transportation to the current school for the immediately following summer school term will be determined by VICC in its discretion on a case-by-case basis.
8. Exceptions to these policies, due to lack of available space, or other extenuating circumstances, shall be in VICC's discretion and handled on a case-by-case basis by the VICC C.E.O. or designee, in consultation with involved districts.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
STUDENT ASSIGNMENTS
FOR OUT-OF-AREA HOMELESS STUDENTS

For students who meet the criteria for homelessness, according to the McKinney Act, or other statutory definition (e.g. RSMo167.020), and as verified by the Homeless Coordinator in the county district of attendance, or other appropriate statutory professional, the following policies shall apply:

1. In all cases of homeless placements, the best interest of the child, in accordance with statutory requirements, shall be the overriding factor in determining the timing and method of transition from one school district to another. Subject to this provision, the following procedures will be used:
 - a. VICC shall continue to provide transportation to the student's county school of attendance (that is, the school the student was attending prior to becoming homeless) for the remainder of the school year. If the student becomes homeless between academic years, VICC will provide transportation for the following academic year.
 - b. In the event that the student becomes homeless on or after April 1, and is not anticipated to be in a fixed, regular and adequate residence by the start of the new school year, VICC shall transport the student for the coming school year as well.
 - c. If the student attends summer school or other school-sponsored programs and is classified as homeless, appropriate transportation shall be provided by VICC. For purposes of homeless transportation, summer school is considered to be an extension of the immediately preceding school year.
 - d. When the student returns to a fixed, regular and adequate residence in the City of St. Louis, and if it is in a different attendance area from the county school of attendance, the original county district's Homeless Coordinator and the student's VICC counselor will work with the family to achieve a smooth transition, following the policies for Students Who Move Out of Area. Transportation will be provided for an appropriate transition period as defined in those policies. In all instances of homelessness among students participating in the St. Louis Student Transfer Program, guidance and referral assistance shall be provided to the family by the county district and VICC. This assistance should include linking the family with other social services that can be helpful to the family.
 - e. If the parent or guardian requests that the homeless student be moved from the current county school of attendance and enrolled in the school district where the family is temporarily residing, the student's best interest shall be the determining factor as required by statute. If enrolled in the residential school, transportation becomes that district's responsibility. If the student relocates to a fixed, regular and

adequate residence in the city of St. Louis, after having been enrolled as a temporary resident in a county school because of homelessness, and the student wishes to re-enroll in the St. Louis Student Transfer Program, that student shall be treated as a reinstate or a new student, as applicable under other VICC policies, for purposes of placement and transportation.

- f. In all cases under these guidelines where VICC-provided transportation is applicable, such obligations to transport will extend only to homeless students temporarily residing in a place located anywhere in the City of St. Louis, St. Louis County, or Missouri county contiguous thereto. To the extent such temporary residence is in any non-participating public school district (defined as a district which has no VICC transfer students currently enrolled in its schools), that non-participating district will be billed by VICC for one-half the cost of such transportation during such period.

- g. Exceptions to these guidelines for extenuating circumstances will be considered on a case-by-case basis by the VICC CEO.

SUPERSEDES:

POLICY ADOPTED ON: December 3, 2001

LAST REVISION DATE: August 13, 2008

LEGAL REFERENCE:

CROSS REFERENCE:

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
POLICIES FOR HIGH SCHOOL STUDENTS
WITH FOURTH YEAR GRANDFATHERED TRANSPORTATION

1. Transportation shall be provided through June, 2003 for any existing students enrolled in the 1998-1999 school year, who were enrolled in high school in the fall of 1999. This is one year beyond the three years of grandfathered transportation called for in the Settlement Agreement for any existing students, regardless of where in the City of St. Louis they lived, and irrespective of their school's Attendance Area.
2. Exceptions to this policy shall be at the discretion of the VICC C.E.O. or designee, and only by request of the school, student or parent/guardian.

NOTE: VICC will begin compiling data on the students who fall into this category, including the number of credits they have as of June and August, 2001, and will notify those students who are in jeopardy of not graduating by June, 2003. School districts shall also be notified, and will be expected to work with these students to get them on target for graduation with their class, whether through summer school, correspondence courses or other educationally appropriate measures.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
COUNTY-TO-COUNTY TRANSFER GUIDELINES

1. The student must be in good standing based upon current district's rules of behavior.
2. Students who have siblings in another county school district and are requesting transfer to that district will be given priority.
3. Students completing the eighth grade, or the highest grade of a junior high school administered as a unit within the school, will be given priority.
4. Space is available in the district(s) selected.
5. To receive consideration, transfer requests must be received before the application deadline of the last working day in May of each year.

VOLUNTARY INTERDISTRICT CHOICE CORPORATION

**WEAPONS/FIREARMS
Effective October 10, 2003**

The VICC recognizes firearm and weapon possession as a potential threat to the health, safety and security of students, employees and other persons. VICC will not permit the presence of firearms or weapons on its premises, except as provided herein. For purposes of this policy, the terms "firearms" and "weapons" are as defined in Missouri state statutes, including R.S.Mo. Chapter 571.

Except for licensed law enforcement officers, no person shall possess or carry any firearm or weapon, visible or concealed, on VICC property (including leased or temporarily occupied space). The presence of firearms/weapons, visible or concealed, is likewise prohibited in vehicles which are transporting students or others on behalf of VICC. Further, all service providers will be required to prohibit their employees/agents from possessing firearms/weapons while engaged in rendering services directly to students, parents or other individuals on behalf of VICC. No VICC official shall give consent under R.S.Mo. §571.094.20(10) for any person, other than a licensed law enforcement official, to carry a concealed firearm/weapon into any VICC facility, property or activity. VICC employees who hold concealed carry endorsements as described in R.S.Mo. §571.094 may NOT carry or possess any firearm, visible or concealed, on VICC property or while directly serving any person on behalf of VICC.

SUPERSEDES:

POLICY ADOPTED ON: October 10, 2003

LEGAL REFERENCE: R.S.Mo. §571.094.20(10)

CROSS REFERENCE:

JFCJ_BP_Weapons.doc

VOLUNTARY INTERDISTRICT CHOICE CORPORATION
STUDENT TRANSFER ATHLETIC ELIGIBILITY

PHILOSOPHY

The Board of Directors believes extracurricular activity participation, including athletics, can promote school membership and enhance the academic and social experiences of students under the voluntary interdistrict choice (VICC) program. It is, therefore, the intent of the Board to allow for similar opportunities for participation by nonresident students as for their own resident students.

The Board recognizes that student athletics eligibility in the State of Missouri is governed by the Missouri State High Schools Athletic Association (MSHSAA) and the VICC program policies should comply with MSHSAA requirements. The division of the City of St. Louis into attendance areas for assignment purposes must be considered in applying these requirements. As students are transitioned to these attendance areas, care should be taken to insure that students are not unfairly penalized when transferring between districts/areas.

Therefore, guidelines/procedures shall be developed to implement this policy.

SUPERSEDES:

POLICY ADOPTED: July 8, 1999

LEGAL REFERENCE:

CROSS REFERENCE: Student Eligibility - JCA.BP
Student Assignment - JFA.BP

VOLUNTARY INTERDISTRICT CHOICE CORPORATION

GUIDELINES FOR STUDENT TRANSFER ATHLETIC ELIGIBILITY

The following athletic eligibility guidelines/procedures will be used in accordance with Board Policy JJIC.BP for all high school students participating in the voluntary interdistrict choice (VICC) program.

1. Current students participating in the VICC program have already received one transfer with unrestricted eligibility. As long as the student maintains his/her current district placement in accordance with transfer policies, he/she shall retain unrestricted eligibility. The student shall also have one return transfer to the home school or to a school within their correct attendance area with unrestricted eligibility. Any subsequent transfers in either direction shall fall under MSHSAA By-Law 238 and restriction on eligibility may apply.
2. Beginning September 1999, all new students to the VICC program shall be assigned to only those schools in the attendance area which corresponds to the students' residence, except under circumstances allowed by the transfer policy. Any such new students requesting assignment outside of their attendance area whom subsequently request to transfer to another county school shall do so with restricted eligibility.
3. Students in the 9th, 10th, or 11th grade during the 1998-99 academic year will be permitted to transfer to the correct attendance area within the three-year period and retain unrestricted eligibility. Such transfer must occur in September of the school year as close to the first day of school as possible.
4. A student may not transfer within their assigned attendance area and maintain unrestricted eligibility.
5. A student may not transfer to a new attendance area with unrestricted eligibility unless there is a change of residence as defined in By-Law 238 under which they will remain eligible.
6. A student transferring a second time back to a school shall do so with restricted eligibility.
7. The administration of all schools participating in the VICC program (City and County) shall take specific steps to make sure their coaches are not involved in any way, directly or indirectly, in influencing students to transfer to their schools under this program.
8. Principals and/or coaches will not encourage students to transfer for athletic reasons.

DATE OF LAST REVISION: July 8, 1999

CROSS REFERENCE: Student Transfer Athletic Eligibility - JJIC.BP

AthleticsEligibility_Guidelines



VOLUNTARY INTERDISTRICT CHOICE CORPORATION**STUDENT INFORMATION/RECORDS**

The VICC intends to comply with the mandates of the Safe Schools Act, House Bills Nos. 1301 and 1298, FERPA, and other state or federal laws regarding confidentiality of student records and disclosure of personally identifiable information, even though these statutes may not apply to VICC. At or near the beginning of each school year, VICC will disseminate to parents/guardians and eligible students, by a mailing or otherwise, the accompanying Annual Notification Regarding Student Records ("Annual Notification").

Information shall be maintained upon each student that participates in the student transfer program. Such information will include their application to participate in the program, enrollment, behavioral, transportation and withdrawal information.

Each participating school district shall maintain a cumulative educational record for each student from the time the student enters their district as a transfer student through the last date of attendance or through graduation, whichever occurs first. Each student's educational record will include information required by state and federal statutes, regulations, agencies or the 1999 Settlement Agreement, and shall include other information considered necessary by school officials.

The parent/guardian of students who participate (or who have participated) in the student transfer program have the right to inspect and review the educational records of their student at the school district where their child attends in accordance with that district's policies and practices. As more fully set forth in the Annual Notification, the parent/guardian also has the right to inspect and review the information regarding their child that is maintained by the VICC office concerning their child's application, enrollment, behavioral, transportation and withdrawal information. However, if any material or document in the school district's education record or VICC record of the student includes information on more than one student, the parent/guardian shall have the right to inspect and review only the part of such material or document that relates to their student or to be informed of the specific information regarding their student that is contained in the document or material.

All information contained in a student's VICC record that could identify the student, except information designated as directory information by VICC, shall be confidential and shall be directly accessible only to school officials who have a legitimate educational interest in the student's records and to the student's parents/guardians or to eligible students unless prior written consent is obtained from the student's parents/guardians (or from only the student if over age 18). These matters are more fully set forth in the Annual Notification. In accordance with the Family Educational Rights and Privacy Act (FERPA) and other statutes, however, student records may be made available without prior consent to organizations conducting studies for, or on behalf of, education agencies or institutions, in order to develop tests, administer student aid or improve instruction provided that such studies are conducted in such a manner which would not permit the personal identification of students and their parents by persons other than representatives of such organizations and further provided that such information will be destroyed when no longer

needed for the purposed for which the study was conducted ((99.31(a)(6) of FERPA regulations).

In addition, consistent with the Annual Notification, the VICC official or his/her assistants who are responsible for the custody of the records and those parties authorized to audit the record keeping procedures of the VICC may inspect the records relating to each student without the consent of the parent/guardian or eligible student.

SUPERSEDES:

POLICY ADOPTED ON: February 11, 2000

LEGAL REFERENCE: Safe Schools Act; House Bills No. 1301 and 1298;
Family Educational Rights and Privacy Act (FERPA)

CROSS REFERENCE:

JRA_BP_StudRecords